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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

September 23, 2025

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of August 9, 2025 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda No.'s 1 through 8.

1. BOARD OF SUPERVISORS
Approve the September 9, 2025 Regular Meeting Minutes.

2. HEALTH AND HUMAN SERVICES
Approve 1st Amendment to Independent Contractor Agreement with **Glenn County Community Action Department** for continued support of the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant and

authorize County Administrative Officer to sign.

3. LIBRARY
Approve Award Agreement (ZIP 25-20) with the **State Library** for the Zip Books project and authorize the County Librarian to sign the agreement.

4. PURCHASING AND PROCUREMENT/LIBRARY
Approve Amendment 1 with the **Imperial County Office of Education** for installation of internet equipment and for management of the E-rate program for the Colusa Library located at 738 Market St., Colusa, CA, effective July 1, 2025.

5. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve 2nd Modification with **Stonycreek Garbage Service** for Solid Waste Franchise Collection.

6. PURCHASING AND PROCUREMENT/HR
Ratify Agreement with **Liebert Cassidy Whitmore** for training and consulting services to assist Human Resources in workforce management and employee relations.

7. PURCHASING AND PROCUREMENT/SHERIFF/JAIL
Approve 1st Modification with **Consolidated Engineering, Inc.** for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

8. TREASURER
Accept August 2025 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

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

BOARD OF SUPERVISORS
2. Approve County Administrative Officer Employment contract with **Joshua H. Pack,** effective December 1, 2025 through November 30, 2028, with terms and conditions as set forth in the contract and contingent on satisfactory Department of Justice fingerprint report and background check.

IV. PUBLIC WORKS/ROAD DEPARTMENT
1. Adopt a Resolution authorizing the installation of a Multi-Way Stop Sign at the intersection of Old Highway 99/County Line Road and authorize the Road Commissioner to direct the installation of same.

AIRPORT
2. Approve Hangar Lease Agreement with **Heath Krug** for Airport hangar # 4.

V. AUDITOR

1. Adopt a Resolution authorizing four-year audit compilation followed by full audit for the Maxwell Cemetery District.

VI. PURCHASING AND PROCUREMENT/DHHS

1. Adopt a Resolution declaring vehicle as surplus property and authorize donation to the **Tri Counties Community Action Partnership**.

DHHS

2. Approve MOU with the **Ministerial Association of California Counties** for the loaning of equipment and vehicles to support the Senior Nutrition Program.

SHERIFF

3. Adopt a Resolution authorizing the Colusa County Sheriff's Office to apply for the 2025 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program and to accept any awarded funds.

SHERIFF/JAIL

4. Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve contract with **Nacht & Lewis Architects, Inc.** for architectural services for the Colusa County Detention and Treatment Facility.

VII. COUNTY ADMINISTRATIVE OFFICE

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

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

3. Adopt Resolution Authorizing the Purchasing Agent to procure Microsoft Software Licenses for FY 25/26 and FY 26/27 exceeding $10,000.

4. Approve Agreement for Acquisition of a Temporary Construction Easement, Temporary Construction Easement (TCE) and Permission to Enter and Construct (PTEC) with the **City of Williams** for real property located at 901 E Street, Williams, Ca.

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

VIII. BOARD OF SUPERVISORS

1. Adopt Proclamation Honoring Wendy Tyler Upon Her Retirement.

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XI. CLOSED SESSION

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

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

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

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

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

COMMUNITY DEVELOPMENT DEPARTMENT

1. Adopt a Resolution Rescinding Williamson Act Contract 71-14 and Reentry into new Williamson Act Contracts 25-04 and 25-05 to allow the recordation of Lot Line Adjustment (PD# 25-20).

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

COUNTY ADMINISTRATIVE OFFICE

Public Hearing to consider proposals for revisions to the County of Colusa FY 2025-26 Recommended Budget.

1. Adopt Resolution adopting the Fiscal Year 2025-26 Final Budget for Countywide Operating Funds and Special Revenue Funds.

2. Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for Enterprise Funds and Special Districts.

3. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD:**
   Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Air Pollution Control District.

4. **SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY:**
Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

5. **SITTING AS THE COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD:**
Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

ADJOURN

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

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approval of the September 9, 2025 Regular Meeting Minutes

Approve the September 9, 2025 Regular Meeting Minutes.

Detailed Description/Background of request

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

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Scan into Laserfiche

ATTACHMENTS:

- 09-09-25 Minutes (PDF)

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



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Attachment: 09-09-25 Minutes (10802 : Approval of the September 9, 2025 Regular Meeting Minutes)

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

September 9, 2025

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

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

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Wong distributes a handout on "System of Care-Key Components Overview" and speaks to same. **(Handout available in Clerk's office)**

Mr. Huerta distributes letters "Urgent Formal Complaint Incident at Colusa County Courthouse" and "Urgent Formal Complaint – Incident at District Attorney's Building" and speaks to same. **(Letters on file Clerk's office)**

Ms. Tyler states she had a meeting scheduled with Mr. Huerta and he didn't make it. She further states Mr. Huerta was advised she would reschedule with him.

Ms. Tyler states there was a Facebook message that was posted and it encouraged people to attend this meeting to support the library due to the budget release. She further states that the budget hearings will be on September 23, 2025. If people want to address the budget today they will need to do so under the Public Comment period.

Report out of August 26, 2025 Closed Session

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8) Property: 438 Leven Street, Grimes, Ca, 95950. Property owner: Pierce Joint Unified School District. Proposed Purchaser: Colusa County. Negotiators: County

Counsel and Assist. County Administrator. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

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

4. EMPLOYEE PERFORMANCE EVALUATION. California Government Code section 54957(b). Title: County Counsel. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

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

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

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

I. STAFF REPORTS

Pursuant to Public Contract Code section 22050 Mr. Esenwein gives an update on the Emergency Weir Bridge Project. He states the application was submitted and he has not heard a response nor a confirmation of receipt. He further states they are in the last stages of planning with Viking Construction and closure of the bridge will be on September 27, 2025 for 1-2 hours and this information was posted on social media.

Mr. Esenwein states he has completed warrants for the Yolo County Line and Old Hwy 99 intersection and a warrant for a stop control at the intersection of Main Street and 7th Street in College City.

CONSENT AGENDA

Chair Smith makes time for approval of Consent Agenda Item No.'s 1 through 20.

Supervisor Corona request Item No. 8 to be pulled and considered separately.

Chair Smith so directs.

Approve Consent Item No.'s 1through 7 and 9 through 20.

1. BOARD OF SUPERVISORS

Approve the August 26, 2025 Regular Meeting Minutes.

Attachment: 09-09-25 Minutes (10802 : Approval of the September 9, 2025 Regular Meeting Minutes)

2. APPOINTMENT/GRAND ISLAND CEMETERY DISTRICT
Reappoint Mark Morris to the Grand Island Cemetery District, effective July 2, 2025 to July 1, 2029. **(Application received: Mark Morris)**

3. AG COMMISSIONER
Approve Agreement No. **C25-152** with **California Department of Food and Agriculture** (No. 24-0469-003-SF), Pierce's Disease Control Program (PDCP) for Glassy-Winged Sharpshooter (GWSS), effective July 1, 2025.

4. AG COMMISSIONER
Approve Agreement No. **C25-153** with **California Department of Food and Agriculture** (No. 25-0391-000-SG), for High-Risk Pest Exclusion, effective July 1, 2025.

5. AUDITOR
Adopt **Resolution No. 25-033** Fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2025-26.

6. BEHAVIORAL HEALTH
Approve Agreement No. **C25-154** with the **State of California Department of Health Care Services (DHCS)** (No. 25-50125) for reimbursement of Specialty Mental Health Services provided to Colusa County consumers.

7. BEHAVIORAL HEALTH
Approve Agreement No **C25-155** with the **California Department of Health Care Services (No. 25-50084)**, for reimbursement of Substance Use Disorder Services provided to Colusa County consumers

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C25-156** 6th Modification with **Sierra Mental Wellness Group** for after-hours crisis services and ongoing training, effective July 1, 2025.

10. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve Contract No. **C25-157** Proposal with **Advanced Document Concepts** for maintenance services and Lease Agreement No. **C25-158** with **US Bank Equipment Finance** for copier/printer lease and authorize the Purchasing Agent to sign.

11. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve Employment-Related Services Agreement No. **C25-159** with **Colusa County One Stop** for Subsidized Employment Payroll Services, effective July 1, 2025.

12. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve Contract No. **C25-160** 5th Modification with **Colusa County Office of Education** for provision of Stage One Childcare services to CalWORKs program participants, effective July 1, 2025.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C25-161** 2nd Modification with **BHC Sierra Vista Hospital** for hospital-based psychiatric inpatient services, effective July 1, 2025.

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14. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/JAIL
Ratify Intergovernmental Agreement No. **C25-162** with the **United States Marshals Service** (97-09-0001) for the housing, safekeeping, subsistence and care of Federal prisoners, effective August 1, 2025.

15. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Re-approve C25-106 with **Relias, LLC** to provide the County with policy compliance management and training services, effective September 1, 2025.

16. PURCHASING AND PROCUREMENT/BEHAVORIAL HEALTH
Approve Contract No. **C25-163** with **Aurora Behavioral Healthcare- Santa Rosa, LLC, dba Santa Rosa Behavioral Healthcare Hospital** for mental health services, effective July 1, 2025.

17. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C25-164** 3rd Modification with **Heritage Oaks Hospital** for psychiatric inpatient services, effective July 1, 2025.

18. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C25-165** 2nd Modification with **Sacramento Behavioral Healthcare Hospital** for inpatient psychiatric services, effective July 1, 2025.

19. PURCHASING AND PROCUREMENT/COUNTY COUNSEL
Approve Contract No. **C25-166** 1st Modification with **O'Neil Law Firm, Inc.** for legal representation of minors and non-minor dependents in juvenile dependency cases, effective November 1, 2025.

20. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C25-167** with **Precision West Telecommunications, Inc. dba Precision West Technologies** for procurement and installation of a security camera system.

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

Chair Smith makes time for Consent Item No. 8.

PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
8. Approve Contract No. **C25-168** with **Tulare County Superintendent of Schools** to provide students at Colusa County High Schools and Middle Schools, education campaigns regarding alcohol, tobacco, and other drugs, effective July 1, 2025.

Comments received by Mr. Hobson and Ms. Tyler.

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

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III. HUMAN RESOURCES

1. Pursuant to Government Code Sections 27640 and 27641, re-appoint Richard Stout as County Counsel and waive residency requirements; Further approve a related 4-year employment Agreement No. **C25-169** with **Richard Stout**, effective retroactive to September 1, 2025. (**4/5th vote required).**

Comments received by Ms. Rhodes.

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

IV. AG COMMISSIONER

1. Chair Smith makes time for a presentation of the Colusa County 2024 Crop & Livestock Report.

Comments received by Ms. Allen and Ms. Ottenwalter.

9:35 a.m. (9:30 Item on Agenda)

PUBLIC HEARING

Chair Smith 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 Mr. Esenwein.

9:39 a.m. Chair Smith opens the Public Hearing and calls for public comment. Hearing none, Chair Smith closes the Public Hearing.

AUDITOR

1. Approve the addition of Community Service Area (CSA) delinquent water charges to the County Tax Roll. **Further**, adopt **Resolution No. 25-034** 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 as amended.

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

9:39 a.m. (9:30 Item on Agenda)

PUBLIC HEARING

Chair Smith makes time for a Public Hearing to Adopt a Resolution Rescinding Williamson Act Contracts #98-98 and #FSZ-01-13 and Re-enter into new Williamson Act Contracts WA#25-02 & WA#25-03 to allow the recordation of one Lot Line Adjustment, PD-25-11.

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Comments received by Mr. Tomey.

9:44 a.m. Chair Smith opens the Public Hearing and calls for public comment. Hearing none, Chair Smith closes the Public Hearing.

COMMUNITY DEVELOPMENT DEPARTMENT

2. Adopt **Resolution No. 25-035** Rescinding Williamson Act Contracts #98-98 and #FSZ-01-13 and Re-enter into a new Contract No. **C25-170** Williamson Act Contracts (WA#25-02) & Contract No. **C25-171** (WA#25-03) to allow the recordation of one Lot Line Adjustment, PD-25-11.

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

9:44 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Smith makes time for a Public Hearing to Rescind Resolution No. 25-020 approving the rescission of an existing Williamson Act Contract and the Re-Entry under application #25-01 and rescind Contract No. C25-111 Williamson Act Contract #25-01 with Asa & Mary Kalfsbeek and Joseph & Cynthia Kalfsbeek. **Further**, adopt a Resolution Rescinding Williamson Act Contract #99-26 and Re-entry into new Williamson Act Contract #WA25-08 to allow the recordation of Tentative Parcel Map PD-23-29.

Comments received by Mr. Tomey and Ms. Fowler.

9:46 a.m. Chair Smith opens the Public Hearing and calls for public comment. Hearing none, Chair Smith closes the Public Hearing.

COMMUNITY DEVELOPMENT DEPARTMENT

3. Rescind Resolution No. 25-020 approving the rescission of an existing Williamson Act Contract and the Re-Entry under application #25-01 and rescind Contract No. C25-111 Williamson Act Contract #25-01 with Asa & Mary Kalfsbeek and Joseph & Cynthia Kalfsbeek. **Further**, adopt **Resolution No. 25-036** Rescinding Williamson Act Contract #99-26 and Re-entry into a new Contract No. **C25-172** Williamson Act (WA#25-08) to allow the recordation of Tentative Parcel Map PD-23-29.

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

V. BEHAVIORAL HEALTH

Chair Smith makes time to adopt a Proclamation declaring September 7 through 13, 2025 as Suicide Prevention Week and reads the Proclamation into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
DECLARING SEPTEMBER 7-13, 2025 AS NATIONAL SUICIDE PREVENTION WEEK

WHEREAS, suicide is a national and statewide public mental health problem which occurs among all age groups, across all socioeconomic status,

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and all racial and ethnic backgrounds, and is the 11th leading cause of death in the United States; and

WHEREAS, in 2023, 49,00 Americans died by suicide, 1.5 million people attempted suicide, 3.7 million made a plan for suicide and over 12.8 million adults seriously considered suicide; and

WHEREAS, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide; and

WHEREAS, suicide is preventable, and it is appropriate for a week to be set aside each year to dedicate our efforts in raising awareness about suicide and addressing the mental health needs of Colusa County seniors, adults, youth, children, and families, which is fundamental to a healthy community; and

WHEREAS, we remember those whom we lost to suicide, and we reconfirm our support for Colusa County residents who struggle with thoughts of suicide and those who are working unwaveringly to prevent suicide.

NOW, THEREFORE, BE IT PROCLAIMED, the Colusa County Board of Supervisors hereby recognizes September 7 - 13, 2025 as National Suicide Prevention Week. The Board of Supervisors encourages all residents of Colusa County to educate themselves and others about suicide warning signs, challenge stigma by speaking respectfully and inclusively about mental health and creating safe and supportive environments for open conversations about mental health, and to utilize crisis hotlines such as 988 or call Colusa County Behavioral Health to seek help and support."

Comments received by Ms. Martinez and Mr. Davidson.

BEHAVIORAL HEALTH

1. Adopt Proclamation declaring September 7 through 13, 2025 as Suicide Prevention Week.

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

VI. HEALTH AND HUMAN SERVICES

1. Chair Smith makes time for a presentation on Preparedness Summit Conference.

Comments received by Ms. Becerra, Ms. Duffy and Ms. Kelly

VII. PURCHASING AND PROCUREMENT/PUBLIC WORKS/AIRPORT

1. Approve issuance of a Request for Proposals to lease and operate a commercial property located at the Colusa County Airport and authorize notice of same as amended.

Comments received by Ms. West, Mr. Esenwein, Ms. Tyler and Mr. Richter.

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

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-032. **(4/5th vote required)**

Comments received by Ms. Moore.

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

Chair Smith declares a recess at 10:33 a.m. and states they are now sitting as the Air Pollution Control District Board with all Directors present.

IX. BOARD OF SUPERVISORS/AIR POLLUTION CONTROL DISTRICT

1. **Sitting as Air Pollution Control District Board**

Discuss and provide direction on the formation of an Ad-Hoc Committee for the purpose of negotiating a Memorandum of Understanding between Colusa County, Glenn County, Tehama County Air Pollution Control District, and Yolo-Solano Air Quality Management District for an Off-Site Mitigation Program for the Sites Project. (**Continued from August 26, 2025)**

Comments received by Ms. Allen and Ms. Tyler.

It was the consensus of the Board to not form an Ad-hoc and allow the Air Pollution Control Officer with support from the Community Development Department Director to continue to negotiate the MOU.

Chair Smith adjourns the Air Pollution Control District Board at 10:50 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisor present.

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

Transportation and Transit meeting
Care Act Working Group meeting
Latino Caucus meeting

Supervisor Wilson

Meetings/functions attended:

Met with CSA Districts
Met with Sites Engineers
Met with CAO and CDD Director
Talked with Maxwell Fire District Board and Public Works
Spoke at Maxwell Parks and Recreation regarding Visitor Park

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Met with Constituents regarding road issues

Supervisor Corona
Meetings/functions attended:
Worked for Pierce Home Football
Spoke at Alemeda Co. Academy Event
Knights of the Columbus meeting
Worked on Fallen Officer Memorial
Calls with Constituents regarding building code violation and sidewalks

Supervisor Bell
Meetings/functions attended:
Groundwater Authority meeting
Transportation and Transit meeting
Fair Board meeting
Franchise Agreement Ad-Hoc meeting
Chamber of Commerce meeting
Webinar for Pilgrimage to India
Correspondence with Constituents, Special Districts and Department Heads
Met with Chief Winters
Updated Constituents on Weir Bridge Project
Met with RD 108 regarding possible camper on levee
Discussion with stakeholders for CCW permits
Calls regarding Goodyear Blimp
Constituent calls regarding roosters and barking dogs
Fallen Officer Memorial

Supervisor Bell mentions that GOP Sheriff Chad Bianco will be here on October 8, 2025 for a VIP and public event.

Supervisor Smith
Meetings/functions attended:
Transportation and Transit meeting
Franchise Agreement Ad-Hoc meeting
Agenda Review
Airport Advisory meeting
RCRC Williamson Act Ad-Hoc
One Stop meeting
Calls with Constituents regarding the Weir Bridge

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Supervisor Boes states there is no specific language with regards to the ancillary cost for special elections.

Chair Smith declares a recess at 11:02 a.m. to convene in Closed Session.

XII. CLOSED SESSION

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

Attachment: 09-09-25 Minutes (10802 : Approval of the September 9, 2025 Regular Meeting Minutes)

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

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

Chair Smith adjourned the meeting at 1:40 p.m. to reconvene in Regular Session on September 23, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 09-09-25 Minutes (10802 : Approval of the September 9, 2025 Regular Meeting Minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve 1st Amendment to Independent Contractor Agreement with Glenn County Community Action Department for continued support of the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant and authorize County Administrative Officer to sign.

Approve 1st Amendment to Independent Contractor Agreement with **Glenn County Community Action Department** for continued support of the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant and authorize County Administrative Officer to sign.

Detailed Description/Background of request

Glenn County through its Community Action Department has partnered with Colusa County DHHS to provide administration support, supportive services, and oversight for the implementation of the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant.

The Grant Program Implementation includes three phases: Onboarding, Initial Pilot, and Sustainability, during which DHHS has been focusing on the strategic direction of the countywide supportive housing system, including permanent supportive housing, rapid rehousing, homeless prevention, Regional Housing, emergency shelter, and transitional housing programs, including services to serve persons of color, low-income residents, and those with limited English language capabilities.

A budget modification for LICN program was submitted to address a contract time extension and a funding increase.

The term of the agreement is extended through June 30, 2026.

Total compensation for the grant activities is increased to $107,592.00 for FY22/23, $110,280.00 for FY23/24, and $132,000.00 for FY24/25-25/26 to support the continued expansion of housing-related services and support for our community

Prior Board Action

C23-001

Fiscal Impact/Funding Source

This is a revenue agreement, no impact on County General fund.

Action for the Clerk

Please obtain appropriate signatures and forward an approved agreement amendment to Amilcar Avendano at DHHS. Please cc Michele Carrasco and Kirill Obraztsov. Thank you.

ATTACHMENTS:

- Attachment 1-C23-001 Glenn County Community Action Department (PDF)
- 26_Colusa DHHS_CAD2032_CMSP_A1 (DOCX)

ATTACHMENT 1

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN GLENN COUNTY THROUGH ITS COMMUNITY ACTION DEPARTMENT
AND COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
FY 22-25

This Independent Contractor Agreement ("Agreement") is made and entered into this *1st* day of *July*, 2022, by and between Glenn County, a political subdivision of the State of California ("County"), and *Colusa County Department of Health & Human Services* (DHHS)("Contractor").

RECITALS:

A. County has determined that it is desirable to retain DHHS to provide administration support, supportive services, and oversight from The Social Services and Public Health divisions for the implementation of the County Program (CMSP) Local Indigent Care Needs (LICN) Grant; and

B. DHHS represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. DHHS represents and warrants that DHHS is an independently established business entity formed as local government agency, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. DHHS represents and warrants that DHHS advertises these services to and contracts with entities other than County; and

E. DHHS represents and warrants that DHHS maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain DHHS to perform the proposed services.

County and DHHS agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains DHHS to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include administration support, supportive services, and oversight from The Social Services and Public Health divisions for the implementation of the County Program (CMSP) Local Indigent Care Needs (LICN) Grant; ("Services").

2. Term. Services under this Agreement shall commence on *July 1, 2022*, and shall continue until *June 30, 2025* or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

3. Compensation.

A. The compensation to be paid by County to DHHS for the professional services described in Exhibit "A" shall be *per fiscal year budget amount* set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to DHHS or furnish any other consideration under this Agreement and DHHS shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to DHHS to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. DHHS acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that DHHS is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *one hundred seven thousand five hundred ninety two* dollars *(107,592.00) for fiscal year* 22-23, *one hundred ten thousand two hundred eighty* dollars *(110,280.00) for fiscal year* 23-24, *one hundred thirteen thousand forty* dollars *(113,040.00) for fiscal year* 24-25,** The County shall make no payment to DHHS in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. DHHS agrees to testify at County's request if litigation is brought against County in connection with DHHS's work. Unless the action is brought by DHHS or is based upon DHHS's negligence or intentional tortious conduct, County will compensate DHHS for the testimony at DHHS's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. DHHS shall submit invoices for services rendered during the preceding month. DHHS shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates *Community Action Director*, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. DHHS shall not accept direction or orders from any person other than County's Representative or his or her designee.

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

6. DHHS's Representative. DHHS hereby designates *Colusa County Department of Health & Human Services (DHHS)* or his or her designee, to act as its representative for the performance of this Agreement ("DHHS's Representative"). DHHS's Representative shall have full authority to represent and act on behalf of DHHS for all purposes under this Agreement. DHHS's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the CAD:

Administrative Manager
Glenn County Community Action Department
345 Yolo Street
Orland, CA 95988
Telephone: (530) 934-1443

Invoices may be submitted by email to:
gccad@countyofglenn.net

If to Colusa DHHS:

Elizabeth Kelly, Director
251 E. Webster Street
Colusa, CA 95932
Email: Elizabeth.Kelly@countyofcolusa.com
Telephone:

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

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that DHHS is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by DHHS herein and DHHS shall have the right to provide the same or similar services to entities other than County without restriction. DHHS shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. DHHS shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from DHHS's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or

similar withholding and DHHS is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. DHHS shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the DHHS's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, DHHS agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to DHHS under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the DHHS's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, DHHS shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of DHHS. It is understood that DHHS is to provide information, research, advice, recommendations, and consultation services to the County. DHHS shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of DHHS.

10. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of DHHS, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. DHHS may retain copies for its files and internal use; however, DHHS shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

11. Indemnification. To the fullest extent permitted by law, DHHS shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of DHHS, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. DHHS shall defend, at DHHS's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees,

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

agents or volunteers. DHHS shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. DHHS shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. DHHS's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent DHHS's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the DHHS. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting DHHS's indemnification of the County, DHHS shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by DHHS, DHHS's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if DHHS has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if DHHS provides written verification, it has no employees).

(iv) Professional Liability (Errors and Omissions) Insurance appropriates to the DHHS's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

(v) Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by DHHS in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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2. If DHHS maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the DHHS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of DHHS.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the DHHS including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the DHHS's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, DHHS's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the DHHS's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. DHHS hereby grants to County a waiver of any right to subrogation which any insurer of said DHHS may acquire against the County by virtue of the payment of any loss under such insurance. DHHS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the DHHS to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

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(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, DHHS must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. DHHS shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the DHHS's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. DHHS shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and DHHS shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. DHHS agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due DHHS until DHHS has fully complied with the insurance provisions of this Agreement. In the event that DHHS's operations are suspended for failure to maintain required insurance coverage, DHHS shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. DHHS shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, DHHS shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

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(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which DHHS and any subcontractors are engaged.

B. DHHS represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon DHHS's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release DHHS from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. DHHS shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of DHHS.

A. DHHS shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. DHHS shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify DHHS of any defect in DHHS's performance.

C. The Services shall be performed by DHHS or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of DHHS shall at all times be under DHHS's exclusive direction and control. DHHS shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. DHHS shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. DHHS shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy DHHS's records as needed to evaluate and verify any invoices, payments, and claims that DHHS submits to County or that any payee of DHHS submits to DHHS in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting

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records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and DHHS shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by DHHS under this Agreement ("Documents & Data"). DHHS shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. DHHS represents and warrants that DHHS has the legal right to grant the exclusive and perpetual license for all such Documents & Data. DHHS makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than DHHS or provided to DHHS by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of DHHS under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of DHHS under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with DHHS, and whether or not developed by DHHS. DHHS will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. DHHS shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of DHHS of any and all right to the above referenced Intellectual Property. Should DHHS, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the DHHS for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the DHHS. However, unless otherwise identified and stated prior to execution of this Agreement, DHHS represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by DHHS a non-exclusive and perpetual license to copy, use,

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modify or sub-license any and all Intellectual Property otherwise owned by DHHS which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to DHHS in connection with the performance of this Agreement shall be held confidential by DHHS. Such materials shall not, without the prior written consent of County, be used by DHHS for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to DHHS which is otherwise known to DHHS or is generally known, or has become known, to the related industry shall be deemed confidential. DHHS shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should DHHS receive a subpoena or court order related to this Agreement or Services, DHHS shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. DHHS shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. DHHS shall defend, indemnify and hold County, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

17. Compliance with Law. DHHS shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

18. Prevailing Wages.

A. DHHS certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, DHHS agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. DHHS shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the DHHS or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, DHHS specifically acknowledges that County has not affirmatively represented to DHHS in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

not a "public work." To the fullest extent permitted by law, DHHS hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. DHHS acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no DHHS or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. DHHS acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, DHHS acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Equal Opportunity Employment. DHHS represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. DHHS shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

20. Labor Certification. By its signature hereunder, DHHS certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

21. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. DHHS shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. DHHS shall be liable for all violations of such laws and regulations in connection with Services. If DHHS performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, DHHS shall be solely responsible for all costs arising therefrom. DHHS shall defend, indemnify and hold County, its officials, officers, employees

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and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

23. Subcontracting and Assignment. DHHS shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

24. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

25. Prohibited Interests. DHHS maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for DHHS, to solicit or secure this Agreement. Further, DHHS warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for DHHS, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

26. Employment Adverse to County. DHHS shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

27. Conflict of Employment. Employment by DHHS of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by DHHS of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon DHHS securing this or related Agreements with County, is prohibited.

28. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

29. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

30. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

31. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

32. Time of Essence. Time is of the essence for each and every provision of this Agreement.

33. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

34. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

35. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by DHHS and supersedes all prior oral and written agreements and communications.

36. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

37. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

38. Authority to Enter Agreement. DHHS has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. DHHS warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the DHHS.

39. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

COUNTY OF GLENN

By: _____
Scott De Moss,
Glenn County Administrative Officer

CONTRACTOR/COLUSA COUNTY DHHS

By: _____
Wendy G. Tyler,
Colusa County Administrative Officer

COUNTY OF GLENN

By: _____
Christine Zoppi, Director

APPROVED AS TO FORM:

By: _____
County Counsel, Glenn County

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager _____
Approved by Fiscal Manager ____
Approved by Sr. CAD Manager _____

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

EXHIBIT A – SCOPE OF WORK

Colusa County will implement the CMSP LICN program in three (3) Phases across the grant term, each of which will include quarterly meetings (following startup) to complete reporting, facilitate feedback, incorporate improvements, and strengthen partnerships. A six (6) month onboarding period will begin from Phase I. Colusa County will emphasize collaboration and formative planning and development throughout all project phases to ensure solid program implementation from beginning to end.

Colusa County DHHS will:

1. Hire a 1.0 FTE Colusa County Department of Health & Human Services (DHHS) Access Housing Coordinator (AHC) to assist in aligning regional resources by assisting in the development and maintenance of solid partnerships with County Partners, including Colusa County Homeless Continuum of Care (CCCoC), the Housing Authority (HA), other governmental agencies, service providers, and housing developers.
2. Support the strategic direction of the countywide supportive housing system, including permanent supportive housing, rapid rehousing, homeless prevention, Regional Housing, emergency shelter, and transitional housing programs.
3. Supervise the DHHS Housing Case Managers (HCM).
4. Assist the convene/facilitate multisector Colusa Connections (CC) service/access meetings and manage identified action plans.
5. Coordinate with Community Health Worker / Promotor CHW/P Program Coordinator on the implementation of multisector service access action plans
6. Coordinate with Community Action Department (CAD) for implementation and evaluation activities.
7. Develop protocols for patient navigation for housing and enabling services.
8. Work closely with the CAD Administrative and Program Coordinator to assume Colusa Connections (CC) project management duties after year 1.
9. They will facilitate cross-sector and interdisciplinary collaboration to streamline services, minimize silos, increase service utilization, improve patient awareness of/access to resources, and establish effective data/fund management as the first step toward sustainability.
10. Collaboration with housing partners to streamline funds and resources under one unit, provide multiple access points and universal resource training, eliminate duplicate housing efforts, and improve fund management and efficiency.
11. The DHHS AHC will also assist the Housing Manager with tracking public policy regarding housing services and resources.
12. The DHHS AHC will either submit proposals with Colusa County (as the applicant) or through similar allied community agencies.
13. The DHHS AHC will leverage Colusa County's in-kind Housing Manager, who will be responsible for administration and financial management. Increase service integration and quality assurance, streamline access processes, manage housing program funds, assist with identifying and implementing housing resources, and improve relevant policies, procedures, and communications.
14. Colusa County DHHS will identify our focus population through housing services and managed care providers. The newly formed Housing and Homeless unit will identify Persons Experiencing Homelessness (PEH) and persons at risk of homelessness. The team will comprise a Housing Manager, an Access and Housing Coordinator, and at least two (2) Housing Case Managers. In collaboration with Community Healthcare Workers/Promotors de Salud (CHWs/Ps), who will work

under a partner nonprofit, the Housing Case Managers will focus on facilitating housing assistance. The CHWs/Ps will work with the Housing Case Managers (to be hired by DHHS) to address Social Determinants of Health (SDoH), transportation, care coordination, and other unmet needs.

15. Colusa County will acquire an unmarked seven-passenger vehicle to provide local (and sometimes regional) transportation assistance and linkage to services. The passenger vehicle will be operated by CHWs/Ps to discreetly pick up/transport clients to healthcare and other appointments not available via telehealth. Colusa DHHS will partner with Colusa County Transit, a dial-a-ride system to transport clients to out-of-county medical appointments, including Chico, Davis, Lincoln, Marysville, Oroville, Roseville, Sacramento, Willows, Woodland, and Yuba County.
16. DHHS will assist individuals with complex health and BH conditions by identifying through:
    1. Managed care providers who utilize an Enhanced Care Management (ECM) process.
    2. Medical entity (hospital/ clinic) referrals.
    3. Community-Based Organizations (CBOs), such as law enforcement, adult protective services, and adult educational programs connected with CHWs/Ps.
17. Colusa County DHHS will also staff services to serve persons of color, low-income residents, and those with limited English language capabilities.
18. Colusa County DHHS will further engage our focus population through the Ministerial Association of Colusa County (MACC) local food distribution events, held at least four (4) days per month throughout the area to promote services in Colusa County. CHWs/Ps will initially attend the first three (3) events to conduct patient outreach/education for program services, then phase out their participation once per month.
19. Colusa County will renovate existing spaces into community-based hubs capable of providing patients with bilingual health information, referrals, and counseling services on a scheduled basis. Possible renovation spaces include Colusa One-Stop, Safe Haven Wellness, and Recovery, a local nonprofit access site (MACC), or other local clinics/hospitals. Additionally, all renovations will be superficial and comprise only activities needed to transform the spaces into tranquil environments with trauma-informed designs, including improved paint and furnishings. This partnership will allow the use of the areas to conduct CHW/P services.

Phase I – Onboarding (Year 1) will be focused on onboarding and building the Housing and Homeless Unit, by which the Access and Housing Coordinator (AHC) will help develop the proposed Colusa Connections program to increase access to housing, BH, and health services.
Activities will include:

1. Completing partner agreements/contracts.
2. Recruiting, hiring, training, equipping, and onboarding program staff (one [1] FTE DHHS Access and Housing Coordinator.
3. Collaboratively implement data management software that meets HIPAA standards.
4. Collaboratively build a data tracking system for intakes, referral tracking, and discharge (ROI).
5. Data entry to the data management software.
6. Support the established transportation procedures.
7. Collaborate with key partners on Community Health Worker / Promotores de Salud (CHW/P) roles within their respective organizations.
8. Promote the project through the Executive Champion and Project Sponsor.

Phase II – Initial Pilot (Year 2) will focus on the Plan, Do, Study, Act (PDSA) cycle continuation, full implementation, and sustainability plan development.

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

Tasks to be conducted will include:

1. Support the implement the transportation program.
2. Strategize on developing and printing communication/outreach materials.
3. Collect patient data.
4. Analyze data systems, make adjustments to data collections, and additional training.
5. Report and analyze data monthly during the pilot phase.
6. Test and manage key partner collaborations.
7. Identify areas for needed adjustments/making adjustments using the PDSA model.
8. Distribute and replenish outreach materials.
9. Continue Phase I activities b, f, e, i, and j for six months.
10. Test Model assumptions using the PDSA (Plan, Do. Study, Act) quality improvement cycle.

Phase III Sustainability (Year 3) will commence from months 13 to the end of the grant period, with PDSA adjustment continuing as part of the review cycle. Focus on service delivery, continuous improvement, and model adoption as a core service with new revenue-streams.

Activities will include:

1. Continue to provide support to access the CHW/P services.
2. Continue to provide support to access link the transportation services and mobile telehealth access.
3. Continue data collection and analysis.
4. Continue monthly reporting and sharing of data with partners.
5. Continue program evaluation and monitoring and analyzing metrics.
6. Identifying areas for adjustment/making adjustments.
7. Add new location(s) for CHW/P access points.

Once Phase III is fully operational after approximately 12 months, efforts will be directed toward the sustainability plan to identify alternative funding sources and key programmatic components, including (a) CHW services; (b) telehealth services; (c) data collection and analysis; and (d) reporting and sharing findings; program evaluation and quality assurance.

CAD can adjust the project activities to meet the grant objectives.

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

Exhibit B – Fee Schedule

Year 1 107,592
Year 2 110,280
Year 3 113,040

DHHS will provide .5 FTE of a Housing Manger as in-kind ($65,000) for year 1, year 2, and year 3. In addition to a .02 FTE Program Manager II ($7,000) for year 1, year 2, and year 3.

Attachment: Attachment 1-C23-001 Glenn County Community Action Department [Revision 1] (10774 : CMSP LICN Grant Agreement Amendment

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THE INDEPENDENT CONTRACTOR AGREEMENT ("Agreement"), a copy of which is attached hereto as Attachment 1 and incorporated herein by this reference, by and between Colusa County Department of Health and Human Services, a political subdivision of the State of California ("Contractor") and Glenn County Community Action Department ("County") is hereby amended as follows:

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree as follows:

Paragraph 2 of the agreement is deleted in its entirety and replaced with the following effective the date this amendment is last signed:

> *2. Term. Services under this Agreement shall commence on July 1, 2022, and shall continue until June 30, 2026, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.*

Paragraph 3, subdivision C of the agreement is deleted in its entirety and replaced with the following effective the date this amendment is last signed:

> *C. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed one hundred seven thousand five hundred ninety-two dollars ($107,592.00) for fiscal year 22-23, one hundred ten thousand two hundred eighty dollars ($110,280.00) for fiscal year 23-24, and a total of one hundred thirty-two thousand dollars ($132,000.00) for fiscal years 24-26. The County shall make no payment to DHHS in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.*

In the event of any conflict or inconsistency between the provisions of this amendment and the Agreement, it shall be resolved such that the provisions of this amendment shall control in all respects.

SIGNATURES APPEAR ON THE NEXT PAGE

Attachment: 26_Colusa DHHS_CAD2032_CMSP_A1 (10774 : CMSP LICN Grant Agreement Amendment 1 with Glenn County)

COUNTY OF GLENN

By: _____
Scott H. De Moss
County Administrative Officer
Glenn County, California

By: _____
Laura Hawkins, Director
Glenn County Community Action Department

APPROVED AS TO FORM:

By: _____
Office of the County Counsel, Glenn County

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager: _____
Approved by Fiscal Manager: _____
Approved by Program Manager: _____

COUNTY OF COLUSA

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

By:_____
Richard Stout, County Counsel
Colusa County, California

Attachment: 26_Colusa DHHS_CAD2032_CMSP_A1 (10774 : CMSP LICN Grant Agreement Amendment 1 with Glenn County)

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Library

FROM: Stacey Costello

SUBJECT: **Approve Award Agreement (ZIP 25-20) with the State Library for the Zip Books project and authorize the County Librarian to sign the agreement.**

Approve Award Agreement (ZIP 25-20) with the **State Library** for the Zip Books project and authorize the County Librarian to sign the agreement.

Detailed Description/Background of request

County Librarian is requesting approval of the ZIP Books grant agreement, mid-year and final report with the California State Library, which enables the library to use a patron-driven purchasing model for collections at all seven branch libraries. The library was awarded $7,600 in grant funds for the Amazon prime membership and patron driven purchasing model.

The Zip Books Program has been integral to the growth of the Library's collections for the past several years. The Zip Books program offers patrons fast access to titles not available in their local library: users request a book, the library purchases it through Amazon, and it's shipped directly to the patron's home. Once the patron is finished, the book is returned and then added to the library's collection. Because Zip Books is user-driven, it helps tailor a library's holdings more closely to the unique needs and interests of its patrons.

Prior Board Action

None. Due to staff oversight this grant agreement has not been brought to the Board in prior years.

Fiscal Impact/Funding Source

Grant revenue from the California State Library in the amount of $7,600.

Action for the Clerk

Please provide contract number after receiving fully executed contract from Stacey Costello.

ATTACHMENTS:

- ZIP_25-20_Colusa_County_Free_Library_Zip_Book (PDF)

Docusign Envelope ID: A6F95B78-6894-4AAC-AB0F-5153DAFA3357

CALIFORNIA STATE LIBRARY

8/15/2025

Ms. Stacey Costello, Library Director
COLUSA COUNTY FREE LIBRARY
738 Market Street
Colusa,CA, 95932

In Process

Subject: Zip Books Project ZIP 25-20

Dear Ms. Stacey Costello:

The California State Library is pleased to approve the grant application for the Zip Book Project for a total of $7,600 in California Library Services Act funds.

Read the enclosed award packet thoroughly and contact your grant support team if you have any questions. Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Please understand that it can take from six to eight weeks from receipt of a fully executed claim form with no errors before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

Requirements Specific to Your Project
The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulling these requirements.

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

- It is an expectation for this project that the project manager or other project staff will attend four (4) community of practice sessions (schedule to be determined) over the course of the grant period.
- It is an expectation of this project that at least 85 percent of the materials purchased as part of this project will be added to the libraries collection. (The 85 percent number may include items shipped to other libraries to add to their collection).

Project Support Team
Awardees are provided support throughout the project period by a project support team comprised of a grant monitor and Library Programs Consultant from the State Library. The project support team is available throughout the project period to assist you.

- The Grant Monitor is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Monica Rivas and can be reached via email at monica.rivas@library.ca.gov.
- The LPC is available to assist you with programming questions. The Library Programs Consultant assigned to your project is Chris Durr and can be reached via email at chris.durr@library.ca.gov.

Best wishes for a successful project.

Respectfully yours,

Signed by:
BDA50981C41C416...
Greg Lucas
California State Librarian

CC: Monica Rivas, monica.rivas@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Yesenia Urdarbe, yesenia.udarbe@library.ca.gov
Dee Taylor, dtaylor@countyofcolusaca.gov

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

Docusign Envelope ID: A6F95B78-6894-4AAC-AB0F-5153DAFA3357



STATE FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

In Process

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

Docusign Envelope ID: A6F95B78-6894-4AAC-AB0F-5153DAFA3357

CALIFORNIA STATE LIBRARY

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In Process

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library

Docusign Envelope ID: A6F95B78-6894-4AAC-AB0F-5153DAFA3357



PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and COLUSA COUNTY FREE LIBRARY for the Zip Books project. AWARD AGREEMENT NUMBER ZIP 25-20

This Award Agreement ("Agreement") is entered into on 07/01/2025 by and between the California State Library ("State Library") and COLUSA COUNTY FREE LIBRARY, ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded Zip Books project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $7600 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

Docusign Envelope ID: A6F95B78-6894-4AAC-AB0F-5153DAFA3357

CALIFORNIA STATE LIBRARY

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until 08/31/2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on 08/31/2026 and all eligible program costs must be incurred by this date.

In Process

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the 2025-26 Zip Books Project.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library

Docusign Envelope ID: A6F95B78-6894-4AAC-AB0F-5153DAFA3357

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 01, 2025 - December 31,2025	1st Financial and Mid Project Program Narrative Report Due	January 31, 2026
January 01, 2026- April 30, 2026	2nd Financial Program Report Due	May 31, 2026
May 01, 2026 – Project End August 31, 2026	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	September 30, 2026

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4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

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5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

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8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.
   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the 2025-2026 Zip Books.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon

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and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

   Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

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COLUSA COUNTY FREE LIBRARY
Ms. Stacey Costello
738 Market Street
Colusa,CA ,95932
(530) 458-0372
scostello@countyofcolusaca.gov

California State Library
Monica Rivas
900 N Street
Sacramento, CA 95814
916-603-7159
Monica.rivas@library.ca.gov

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1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and the State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or

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purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, the Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace.
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

   c. Require that every employee who works on the Agreement will:

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1) Receive a copy of the Grantee's drug-free workplace policy statement.
2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

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

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

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12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Program. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

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17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement,

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but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

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24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $7600 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their

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designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

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Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.
Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

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28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

    a. Grant Agreement Coversheet and any Amendments thereto
    b. Terms and Conditions
    c. Procedures and Requirements
    d. Certificate of Compliance
    e. Project Summary
    f. Grantee's Application (including Budget and Activities Timeline)

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g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. The California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.

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g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports,

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documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

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Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

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41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $ 7600 upon execution of the agreement and submission of claim by the grantee organization.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or

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indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be

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considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by the California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation

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or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $ 7600. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

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7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code § 10410):

   a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or

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funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which

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by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**

    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with California State Library acknowledgement requirements.

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Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Stacey Costello	**Title**: Director
Email: scostello@countyofcolusa.com	**Phone**:
Signature:	**Date**:

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CALIFORNIA STATE LIBRARY

Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHROIZED REPRESENTATIVE	
Signature:	**Date**:
Printed Name of Person Signing: Stacey Costello	**Title**:
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: BDA50981C41C416...	**Date**: 8/26/2025
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

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EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Mileage: Rate subject to change	$0.585 per mile – approved business/travel expense
Meals: Receipts are required	$7.00 – Breakfast $11.00 – Lunch $23.00 – Dinner $5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	$ 90.00 plus tax for all counties/cities not listed below $ 95.00 plus tax for Napa, Riverside, and Sacramento Counties $ 110.00 plus tax for Marin County $ 120.00 plus tax for Los Angeles, Orange, Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica $ 125.00 plus tax for Monterey and San Diego Counties $ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties $ 150.00 plus tax for the City of Santa Monica $ 250.00 plus tax for San Francisco County **Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.

Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

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AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.



April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

In Process

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
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900 N Street
Sacramento, CA 95814

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CALIFORNIA STATE LIBRARY

CALIFORNIA LIBRARY SERVICES ACT
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ZIP 25-20 **Date:**

Invoice #: ZIP 25-20-01 **PO #:**

Payee Name: Colusa County Free Library

(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $7,600

(Payable Upon Execution of Agreement)

Grantee Name: Colusa County Free Library

(Name on Award Letter and Agreement)

Project Title: Zip Books Project

Type of Payment:

- ☐ PROGRESS
- ☐ FINAL
- ☒ IN FULL
- ☐ AUGMENT

For Period From: upon execution to end of grant period

In Process

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

_____
(Signature of the Authorized Representative)

Stacey Costello
(Print Name)

Director
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

Print Form Reset Form

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2.3.a

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (I

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Numb (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accoutning

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Sectior Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead t payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 109 are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (wh applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must ma to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplemer to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparatior Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do busines California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authorit such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which th requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

In Process

Attachment: ZIP_25-20_Colusa_County_Free_Library_Zip_Book (10718 : ZipBook Agreement)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Amendment 1 with the Imperial County Office of Education for installation of internet equipment and for management of the E-rate program for the Colusa Library located at 738 Market St., Colusa, CA, effective July 1, 2025.

Approve Amendment 1 with the **Imperial County Office of Education** for installation of internet equipment and for management of the E-rate program for the Colusa Library located at 738 Market St., Colusa, CA, effective July 1, 2025.

Detailed Description/Background of request

The Colusa Library Branch entered into an agreement with the Imperial County Office of Education (ICOE) for internet services in April 2024. IT Staff now requests that the Board approve Amendment 1 to expand broadband and related E-Rate services to the Grimes, Williams, Arbuckle, Maxwell, and Princeton Library Branches.

The Imperial County Office of Education (ICOE) is the Statewide Broadband Access Administrator for the California State Library Broadband Project and has contracted with the Corporation for Education Network Initiatives in California ("CENIC") and its subsidiaries to provide high-speed networking to libraries in California.

CENIC provides network design, procures circuits, arranges for state and federal discounts, purchases and installs hardware, and maintains and monitors network connectivity to each library. CENIC, the Corporation for Education Network Initiatives in California, designs, implements, and operates CalREN, a high-bandwidth, high-capacity Internet network specially designed to meet the unique requirements of its members which include higher education institutions and K-12 public schools in the State.

CENIC will bill ICOE for the costs of network circuits charged by service providers. ICOE will subsequently invoice the Library for those costs. Once the annual E-Rate application is approved, the network service provider will process the appropriate credits, which are passed from the provider to CENIC, then from CENIC to ICOE, and ultimately from ICOE to the Library, resulting in adjusted, discounted billing.

Staff requests approval of Amendment 1 with the Imperial Office of Education for all Library branches - Colusa, Grimes, Williams, Arbuckle, Maxwell, and Princeton.

Prior Board Action

C24-143

Fiscal Impact/Funding Source

Budgeted 001-57099-921

Estimated costs annually after discounts:

Year 1 (FY 25/26)	$2,067.48
Year 2 (FY 26/27)	$2,067.48
Year 3 (FY 27/28)	$2,067.48
Year 4 (FY 28/29)	$2,067.48
Year 5 (FY 29/30)	$4,067.48

Action for the Clerk

Please number agreement, obtain signatures and forward to:

Imperial County Office of Education
Luis Wong, CEO
1398 Sperber Road
El Centro, CA 92243

ATTACHMENTS:

- Colusa County Free Library - ICOE Amendment 1 (DOCX)
- C24-143 Imperial County Office of Education (PDF)

AMENDMENT 1 TO THE AGREEMENT BETWEEN THE IMPERIAL COUNTY OFFICE OF EDUCATION AND COLUSA COUNTY FREE LIBRARY FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES.

This amendment is entered into effectively as of the date on which it is executed by both parties.

This amendment replaces Appendix 1, *"Provision, Installation, and Maintenance of Advanced Network (Data) Services: Reimbursement of Circuit Costs,"* to the Agreement between the Colusa County Free Library and the Imperial County Office of Education executed on August 6, 2024, with the attached Appendix 1 effective July 1, 2025. The purpose of this revision is to set up new broadband connections for the Colusa County Free Library branches, as detailed in Appendix 1.

All other terms and conditions of the original Agreement remain in place and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

For Colusa County Free Library	**For ICOE**
_____	_____
Signature	**Signature**
_____	_____
Name	**Name**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

Attachment: Colusa County Free Library - ICOE Amendment 1 (10753 : Approve Amendment 1 with the Imperial County Office of Education)

APPENDIX 1

PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of ICOE and the Library for connecting CENIC's fiber optic backbone to the Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g., direct connections between libraries (defined as "Services" in the Agreement). Library understands that CENIC will bill ICOE, and ICOE will bill the Library for the costs of circuits charged by network service providers, including any taxes and surcharges and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits. Such credits will be passed from CENIC to ICOE and from ICOE to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed, and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the service and circuit costs will depend on coordination among CENIC, the Library, and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to the library upon receipt of the invoice from the network service provider to CENIC.

Attachment: Colusa County Free Library - ICOE Amendment 1 (10753 : Approve Amendment 1 with the Imperial County Office of Education)

Items to Consider While Reviewing Quotes

- Pricing does NOT include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's *actual* cost.

- If an Out of Band line is required, Associate must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.

- Annual Recurring Costs (ARC) items are invoiced annually.

- Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.

- Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occurr after handoff.
  - E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated.
  - Actual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.
  - Due to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).

- E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.

Attachment: Colusa County Free Library - ICOE Amendment 1 (10753 : Approve Amendment 1 with the

Libraries Budget Estimation

Print Date:	4/15/2025
Library System:	N/A
Library Jurisdiction:	Colusa County Free Library
Library Name:	Colusa County Free Library
Fiscal Year:	FY 25-26
Estimated E-rate Subsidy:	90%
Estimated Taxes and Surcharges:	12%
Reimbursment Type:	Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC) ^ Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months ~ICOE recommends allowing for 12% tax on the non-discounted MRC ^^ICOE recommends encumbering the gross cost for the first year.

System	Jurisdiction	A Loc Site Name	Zloc Name	Action Type	Bid MRC	Bid NRC	Requested Bandwidth	Provider	POTS NRC	POTS MRC	Cross Connect NRC	Cross Connect MRC	Equipment NRC	Facilities NRC	Circuit Deployment Fee	Equipment Maint AR
	Colusa County Free Library	Colusa County Free Library	Collector	New	$ 315.00	$ -	1 Gbps	Frontier							$ 2,550.00	
	Colusa County Free Library	Arbuckle Branch Library	Colusa County Free Library	New	$ 230.00	$ -	100 Mbps	Frontier							$ 2,550.00	
	Colusa County Free Library	Grimes Branch Library	Colusa County Free Library	New	$ 230.00	$ -	100 Mbps	Frontier							$ 2,550.00	
	Colusa County Free Library	Maxwell Branch Library	Colusa County Free Library	New	$ 230.00	$ -	100 Mbps	Frontier							$ 2,550.00	
	Colusa County Free Library	Princeton Branch Library	Colusa County Free Library	New	$ 230.00	$ -	100 Mbps	Frontier							$ 2,550.00	
	Colusa County Free Library	Stonyford Branch Library	Colusa County Free Library	New	$ 230.00	$ -	100 Mbps	Frontier							$ 2,550.00	
	Colusa County Free Library	Williams Branch Library	Colusa County Free Library	New	$ 230.00	$ -	100 Mbps	Frontier								
	Colusa County Free Library	Colusa County Free Library	CalRen Connection	Existing	$ -	$ -	1 Gbps	Vast Networks (CVIN)		$ 60.00						$ 2,000

Attachment: Colusa County Free Library - ICOE Amendment 1 (10753 : Approve Amendment 1 with the

Libraries Budget Estimation

Print Date:	4/15/2025
Library System:	N/A
Library Jurisdiction:	Colusa County Free Library
Library Name:	Colusa County Free Library
Fiscal Year:	FY 25-26
Estimated E-rate Subsidy:	90%
Estimated Taxes and Surcharges:	12%
Reimbursment Type:	Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC) ^ Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months ~ICOE recommends allowing for 12% tax on the non-discounted MRC ^^ICOE recommends encumbering the gross cost for the first year.

Summary of Costs No Taxes

Description	NRC - Non-Recurring Costs (A)	ARC - Annual Recurring Costs (B)	MRC - Monthly Recurring Costs (C)	Adjustment Grant	Gross Annual MRC (Cx12)	Estimated Annual E-Rate Discount	Estimated Annual CTF (50% of cost after E-Rate discount) ^	Estimated Library Annual Cost for MR after Discounts ^
CSL Grant Equipment		$ -						
Equipment and Annual Maintenance	$ -	$ 2,000.00		$ 2,000.00				
Facilities (NRC)	$ -	$ -						
Other		$ -	$ -		$ -	$ -	$ -	$ -
Cross Connects	$ -	$ -	$ -		$ -			
Circuit Deployment Fee (CDF)	$ 15,300.00	$ -	$ -	$ 15,300.00	$ -	$ -	$ -	$ -
Circuit(s) - A location *	$ -	$ -	$ 1,695.00		$ 20,340.00	$ 18,306.00	$ 1,017.00	$ 1,017.0
Circuit(s) - Z location (Collector) *		$ -			$ -	$ -	$ -	$ -
OOB Phone Line	$ -	$ -	$ 60.00		$ 720.00	$ -	$ -	$ 720.0
Subtotals	**$ 15,300.00**	**$ 2,000.00**	**$ 1,755.00**	**$ 17,300.00**	**$ 21,060.00**	**$ 18,306.00**	**$ 1,017.00**	**$ 1,737.0**

Yearly Breakdown No Taxes	Total Cost - No subsidy (Gross) ^^	Estimate E-rate Subsidy NRC^	Estimated Erate Subsidy MRC^	Grant (CDFs, Equipment and Annual Maint Cost)	Estimated CTF Subsidy MRC^	Total Estimated Subsidy^	Estimated Cost Annually After	Fiscal Year
Year 1 Costs (A+B+(C+x12)	$ 38,360.00	$ -	$ 18,306.00	$ 17,300.00	$ 1,017.00	$ 19,323.00	$ 1,737.00	FY 25-26
Year 2 Costs (B+((C+D)x12))	$ 23,060.00		$ 18,306.00	$ 2,000.00	$ 1,017.00	$ 19,323.00	$ 1,737.00	FY 26-27
Year 3 Costs ((Bx12)+C)	$ 23,060.00		$ 18,306.00	$ 2,000.00	$ 1,017.00	$ 19,323.00	$ 1,737.00	FY 27-28
Year 4 Costs ((Bx12)+C)	$ 23,060.00		$ 18,306.00	$ 2,000.00	$ 1,017.00	$ 19,323.00	$ 1,737.00	FY 28-29
Year 5 Costs ((Bx12)+C)	$ 23,060.00		$ 18,306.00		$ 1,017.00	$ 19,323.00	$ 3,737.00	FY 29-30
5-Year Totals	$ 130,600.00	$ -	$ 91,530.00	$ 23,300.00	$ 5,085.00	$ 96,615.00	$ 10,685.00	

Attachment: Colusa County Free Library - ICOE Amendment 1 (10753 : Approve Amendment 1 with the

Libraries Budget Estimation

Print Date:	4/15/2025
Library System:	N/A
Library Jurisdiction:	Colusa County Free Library
Library Name:	Colusa County Free Library
Fiscal Year:	FY 25-26
Estimated E-rate Subsidy:	90%
Estimated Taxes and Surcharges:	12%
Reimbursment Type:	Check



* Subsidy eligible costs (Subsidy amounts are estimates and calculated according to current rates determined by USAC) ^ Subsidies are received in arrears and library may not see a credit or reimbursement for 12-18 months ~ICOE recommends allowing for 12% tax on the non-discounted MRC ^^ICOE recommends encumbering the gross cost for the first year.

Summary of Costs with Taxes

Description	NRC - Non-Recurring Costs (A)	ARC - Annual Recurring Costs (B)	MRC - Monthly Recurring Costs (C)	Adjustment Grant	Estimated Monthly Taxes (D)	Gross Annual MRC with Tax (C+Dx12)	Estimated Annual E-Rate Discount	Estimated Annual CTF (50% of cost after E-Rate discount) ^	Estimated Library Annual Cost for MRC after Discounts ^
CSL Grant Equipment	$ -	$ -							
Equipment Maintenance (NRC)	$ -	$ 2,000.00		$ 2,000.00					
Facilities (NRC)	$ -	$ -	$ -		$ -	$ -			$ -
Other	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Cross Connects	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Circuit Deployment Fee (CDF)	$ 15,300.00	$ -	$ -	$ 15,300.00	$ -	$ -	$ -	$ -	$ -
Circuit(s) - A location *	$ -	$ -	$ 1,695.00		$ 203.40	$ 22,780.80	$ 20,502.72	$ 1,017.00	$ 1,261.08
Circuit(s) - Z location (Collector) *	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
OOB Phone Line	$ -	$ -	$ 60.00		$ 7.20	$ 806.40	$ -	$ -	$ 806.40
Subtotals	**$ 15,300.00**	**$ 2,000.00**	**$ 1,755.00**	**$ 17,300.00**	**$ 210.60**	**$ 23,587.20**	**$ 20,502.72**	**$ 1,017.00**	**$ 2,067.48**

Yearly Breakdown with Taxes	Total Cost - No subsidy (Gross) ^^	Estimate E-rate Subsidy NRC^	Estimated Erate Subsidy MRC^	Grant (CDFs, Equipment and Annual Maint Cost)	Estimated CTF Subsidy^	Total Estimated Subsidy^	Total Estimated Cost Annually After Discounts^	Fiscal Year
Year 1 Costs (A+B+(C+D)x12))	$ 40,887.20	$ -	$ 20,502.72	$ 17,300.00	$ 1,017.00	$ 21,519.72	$ 2,067.48	FY 25-26
Year 2 Costs (B+((C+D)x12))	$ 25,587.20		$ 20,502.72	$ 2,000.00	$ 1,017.00	$ 21,519.72	$ 2,067.48	FY 26-27
Year 3 Costs ((Bx12)+C)	$ 25,587.20		$ 20,502.72	$ 2,000.00	$ 1,017.00	$ 21,519.72	$ 2,067.48	FY 27-28
Year 4 Costs ((Bx12)+C)	$ 25,587.20		$ 20,502.72	$ 2,000.00	$ 1,017.00	$ 21,519.72	$ 2,067.48	FY 28-29
Year 5 Costs ((Bx12)+C)	$ 25,587.20		$ 20,502.72		$ 1,017.00	$ 21,519.72	$ 4,067.48	FY 29-30
5-Year Totals	$ 143,236.00	$ -	$ 102,513.60	$ 23,300.00	$ 5,085.00	$ 107,598.60	$ 12,337.40	

Attachment: Colusa County Free Library - ICOE Amendment 1 (10753 : Approve Amendment 1 with the

C24-143

AGREEMENT BETWEEN COUNTY OF COLUSA AND THE IMPERIAL COUNTY OFFICE OF EDUCATION FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES

This Agreement, hereinafter referred to as "Agreement," is entered into as of April 24, 2024, by and between the Imperial County Office of Education, hereinafter referred to as "ICOE", and the County of Colusa through the Colusa County Free Library, hereinafter referred to as "Library". ICOE and Library are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties". All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

Colusa County Free Library **Stacey Costello** **Director** **738 Market St.** **Colusa, Ca, 95932** **scostello@countyofcolusa.com**	**Imperial County Office of Education** **Luis Wong** **CEO, Network Initiatives 1398** **Sperber Road** **El Centro, CA 92243** **admin@californialibraryconnect.org**

WITNESS THAT

WHEREAS, ICOE is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project ("Project"); and

WHEREAS, ICOE, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California ("CENIC") and its subsidiaries to provide high-speed networking to libraries in California; and

WHEREAS, the Library desires to enter into an agreement with ICOE to obtain one or more data circuits to connect the Library to the CENIC high-speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect the Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

NOW, THEREFORE, the Library and ICOE enter into this Agreement:

1. **Purpose**
   It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to the Library under the Project.

2. **Services to be Provided**
   Parties understand that the primary communications infrastructure CENIC provides is the California Research and Education Network ("CalREN"). Services that CENIC will provide to Libraries will include the use of CalREN and contracting for and provision of data circuits supplied by network service providers.

   ICOE, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in Appendix #1 attached, which may be amended from time to time by mutually signed Addenda ("Services"). ICOE assures Library that CENIC or ICOE will notify Library of installation requirements and necessary maintenance instructions. Neither CENIC nor

Attachment: C24-143 Imperial County Office of Education (10753 : Approve Amendment 1 with the Imperial County Office of Education)

ICOE shall be responsible for operating or maintaining software, equipment, or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services or otherwise comply with the terms described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies, including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and ICOE and CENIC.

Library is responsible for calculating and paying any early termination penalties that might apply due to the cancellation of existing connections so that it may receive Services under this Agreement.

Library is responsible for completing, signing, and submitting any required Letter of Agency, or related documentation, to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

Library is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize ICOE and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If the Library is currently receiving E-rate funding for its existing services, the Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

3. Term and Termination of this Agreement

(a) TERM OF THIS AGREEMENT. This Agreement shall be in effect from April 24, 2024, until the termination of all Services, including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is "handed off" to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.

(b) TERMINATION. Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that ICOE incurs under its agreement with CENIC resulting from early termination of the Service.

(c) Notwithstanding the above, upon a sixty (60) days written notice prior to the second and each following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it verifies to ICOE and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the canceled circuit.

Attachment: C24-143 Imperial County Office of Education (10753 : Approve Amendment 1 with the Imperial County Office of Education)

C24-143

(d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.

(e) ICOE may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) days written notice to Library in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

4. Payment

ICOE bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of an ICOE invoice reflecting the provision of the services for which the invoice is sent or as otherwise agreed to by the Library and ICOE. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). The Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of the invoice. The Library understands and agrees that ICOE will only make payment to CENIC for services upon receipt of related payments from the Library. If the Library fails to make payments within thirty (30) days after receipt of the invoice, it agrees to pay any reasonable late payment fees incurred by ICOE under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any, as set forth in Appendix #1 and subsequent Addenda, are non-cancelable and non-refundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties shall become due and payable immediately upon termination.

5. Miscellaneous

(a) CONDITIONS OF USE. Library agrees to conform to the CENIC Appropriate Use Policy located at https://cenic.org/network/policies/acceptable-use-policy (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, Library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. Library must provide a 30-day written notice of its termination under this provision to ICOE and CENIC. If Library does not elect to terminate the Service(s), Library must conform to the revised conditions of use. If Library fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to Library from ICOE or CENIC.

(b) CONFLICTING CLAUSES. If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence only for the service defined in that Addendum.

(c) FORCE MAJEURE. Neither Party shall be responsible for the performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third-party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the

Attachment: C24-143 Imperial County Office of Education (10753 : Approve Amendment 1 with the Imperial County Office of Education)

C24-143

reasonable control of the Parties.

(d) GOVERNING LAW. The laws of the State of California shall govern this Agreement.

(e) NON-LIBRARY USES: Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.

6. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification or amendment shall be binding unless in writing and signed by authorized representatives of both parties.

7. General Provisions

7.1 Nondiscrimination: During the performance of this Agreement,

(a) ICOE and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.

(b) ICOE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

7.2 Severability: It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

7.3 Rights and Remedies: The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

7.4 Prior Agreements: The Library agrees that any prior agreements entered between any entity that previously served as the Broadband Administrator and the Library for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program have been terminated.

8. Indemnification

Library agrees to indemnify, defend and save harmless ICOE, its officers, agents, and employees from any and all claims, losses, and liabilities accruing or resulting to ICOE and any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in 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 Library, its officers, agents, or employees. ICOE agrees to indemnify, defend, and save harmless Library, its trustees, officers, agents, and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by ICOE in the performance of this Agreement, but only in proportion to and in 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

Attachment: C24-143 Imperial County Office of Education (10753 : Approve Amendment 1 with the Imperial County Office of Education)

C24-143

omissions of ICOE, its officers, agents, or employees.

9. **Insurance**
   (a) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage (each occurrence) and a $2,000,000 aggregate.
   (b) Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.
   (c) The Parties acknowledge that ICOE is permissibly self-insured under California law.
   (d) Upon request, each Party shall provide proof of insurance to the other Party.
   (e) Library will be named as additional insured.
   (f) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement workers compensation coverage as required by California Law. This requirement may be met with a combination of insurance and/or self-insurance. A waiver of Subrogation will apply with respect to worker's compensation coverage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

For Colusa County Free Library

Gary J. Evans 8/6/24
Signature

Gary J. Evans
Name

Board Chair
Title

8/6/24
Date

For the Imperial County Office of Education

Signature

Luis Wong
Name

Chief Executive Officer
Title

8/22/24
Date

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

Patricia R
Patricia Rodriguez, Deputy Clerk

Attachment: C24-143 Imperial County Office of Education (10753 : Approve Amendment 1 with the Imperial County Office of Education)

C24-143

Appendix #1

Provision, Installation, and Maintenance Of Advanced Network (Data) Services: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of ICOE and the Library for connecting CENIC's fiber optic backbone to the Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g., direct connections between libraries (defined as "Services" in the Agreement). Library understands that CENIC will bill ICOE, and ICOE will bill Library for the costs of circuits charged by network service providers, including any taxes and surcharges and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to ICOE and from ICOE to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed, and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the Service, and therefore of circuit costs, will depend on coordination among CENIC, the Library, and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to the Library upon receipt of the invoice to CENIC from the network service provider.

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Items to Consider While Reviewing Quotes

- Pricing does NOT include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's *actual* cost.

- If an Out of Band line is required, Associate must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.

- Annual Recurring Costs (ARC) items are invoiced annually.

- Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.

- Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occurr after handoff.
  - oE-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated.
  - oActual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.
  - oDue to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).

- E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.

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CENIC

Associate: Colusa County Free Library

Budget Summary Description: Adding New Services

Quote Date: 12/21/2023

Quote Expiration: 3/20/2024

Contract Number:

		Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost	Term Length
[1]	1	Grant Equipment	$29,742.88			
	2	Equipment	$2,140.08			
[2]	3	Equipment Maintenance			$4,523 58	
	4	Facilities	$1,000.00			
	5	Membership				
[3]	6	Circuit deployment Fee	$15,300.00			
	7	Circuit	$95.00	$45.00		
		Total	$48,277.96	$45.00	$4,523.58	
		Annual Cost	$5,063.58			
		Discounted Annual Cost	$5,063.58			
		Total for Year 1	$53,341.54			
		Discounted Annual Cost Year 1	$53,341.54			

Pricing does not include applicable taxes, surcharges, and fees These costs may vary and will be included in invoices at CENIC's actual cost

[1] The cost of this replacement CPE is covered by the California Library Connect grant

[2] The cost of 3 years of equipment maintenance is covered by the California Library Connect grant Library will be responsible for ongoing ARC after the initial 3 year term

[3] The California State Library requested, and received funding through the Budget Act of 2021, AB 128, Chapter 21, 2021 Statute, to pay for Circuit Deployment Fees (CDF) on behalf of public libraries connecting to CalREN The full text can be found here. https. //leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB128

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g Plan

Free Library

	Z Location	NRC	MRC	CDF	Capacity	Service Provider	Type	Status	Term
ee Library	CalREN	$ -	$ -		1 Gbps	Vast	Lit	Existing	60
		$ -	$ -	$ -					

	Z Location	NRC	MRC	CDF	Capacity in Gbps	Service Provider	Type	Status	Term
		$ -	$ -	$ -					

	NRC	MRC	Service Provider	Type	Status	Term
ee Library	$ 95.00	$ 45 00		POTS	New	60
	$ 95 00	$ 45 00				

Recurring	ARC (C) - Annual Recurring Costs	MRC (B) - Monthly Recurring Costs	MRC * 12 Months	Estimated Annual E-Rate (80% discount)	Estimated Annual CTF (50% of amount left after E-Rate discount)	Estimated Annual Cost for MRC after Discounts
29,742 88	$ -	$ -	$ -	$ -	$ -	$ -
2,140 00	$ -	$ -	$ -	$ -	$ -	$ -
-	$ 4,523 58	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -	$ -	$ -	$ -	$ -
1,000 00	$ -	$ -	$ -	$ -	$ -	$ -
15,300.00	$ -	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -	$ -	$ -	$ -	$ -
95 00	$ -	$ 45 00	$ 540 00	$ -	$ -	$ 540 00
48,277 88	$ 4,523 58	$ 45 00	$ 540 00	$ -	$ -	$ 540 00
						$ 64 80

) subsidy	Estimated Erate Subsidy	Estimated CTF Subsidy	Total Estimated Subsidy	Total Estimated Net Cost to Library Annually After Discounts	Adjustments/ Grants ~~	Total Estimated Cost Annually After Discounts Plus Taxes ~	
53,341 46	$ -	$ -	$ -	$ 53,341 46	$ (49,566 46)	$ 3,775.00	FY 24-25
5,063 58	$ -	$ -	$ -	$ 5,063 58	$ (4,523 58)	$ 540 00	FY 25-26
5,063 58	$ -	$ -	$ -	$ 5,063 58	$ (4,523 58)	$ 540.00	FY 26-27
5,063 58	$ -	$ -	$ -	$ 5,063 58	$ -	$ 5,063 58	FY 27-28
5,063 58	$ -	$ -	$ -	$ 5,063 58	$ -	$ 5,063 58	FY 28-29
73,595 78	$ -	$ -	$ -	$ 73,595 78	$ (58,613 62)	$ 14,982 16	

CENIC's contract with the service provider is a 5-year term and begins on the day the circuit is installed.

alculated according to current rates determined by USAC)

of equipment, and the annual maintenance for 3 years

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CENIC

*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

E-rate discount percent disco generated. Actual discount pe

LOC A	LOC Z	Carrier Info							CENIC - Cross Connect		E-rate Discount	
Site Name	Site Name	Service Provider	Service Type	Requested Bandwidth [1]	Est Contract End Date	Non Recurring Cost*	MRC for 5 year term*	Add'l MRC (e. g. Collector Circuit)	NRC	MRC	Discounted NRC*	Disco
Colusa County Free Library Colusa County Free Library	CalREN	Vast	Lit Circuit	1 Gbps		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Colusa County Free Library - Colusa County Free Library			POTS			$95.00	$45.00				$95.00	

Attachment: C24-143 Imperial County Office of Education (10753 : Approve Amendment 1 with the Imperial County Office of Education)

COUNTY OF COLUSA, CA 2.5

Request For County Board of Supervisors Action

MEETING DATE: **September 23, 2025**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ricky Luigard**

SUBJECT: **Approve 2nd Modification with Stonycreek Garbage Service for Solid Waste Franchise Collection.**

Approve 2nd Modification with **Stonycreek Garbage Service** for Solid Waste Franchise Collection.

Detailed Description/Background of request

On August 7, 2007, the County entered into contract C07-196 with Stonycreek Garbage Service for the collection of solid waste for both commercial and residential services to include the collection of recyclable materials in the area west of the Tehama-Colusa Canal from the Northern Colusa County border south to Highway 20 and west of Highway 20 thereafter, and to include the disposal of waste at Stonyford Landfill.

On May 24, 2022, the parties executed the 1st Modification (C22-089) to the Contract to increase the rates.

Stonycreek Garbage Service is now requesting to further increase the rates for the monthly fee for weekly collection of residential/commercial accounts.

- (2) 45 gal - increase from $30 to $33/month
- 1 yard bins - increase from $60 to $66/month
- 2 yard bins - increase from $115 to $126.50/month

The rate increases are a direct result of a CPI-U increase. Over the past few years, the CPI-U for 'Garbage & Trash Collection' has risen by approximately 5-7% per year. As a result Stonycreek Garbage Service costs have increased since 2022, necessitating a corresponding rate increase in our service agreement.

Prior Board Action

C07-196, C22-089

Fiscal Impact/Funding Source

None

Action for the Clerk

Please number contract, obtain signatures and forward to:

Stonycreek Garbage Service
P.O. Box 95
Stonyford, CA 95979

Please return a fully executed copy to dpwaccounting@countyofcolusaca.gov

ATTACHMENTS:

- 2nd Mod_Stonycreek Garbage Service (DOCX)
- C07-196 Stonycreek Garbage Service contract (PDF)
- C22-089 1st Mod. - Stonycreek Garbage Service (PDF)

Second Modification of Solid Waste Franchise Collection Contract

This Second Modification of Solid Waste Franchise Collect contract is between Colusa County (County), a political subdivision of the State of California, and Stonycreek Garbage Service (Contractor), a sole proprietor.

Background

On August 7, 2007, the parties entered into contract C07-196 to provide County with services for the collection of solid waste, the collection of recyclable materials in the area west of the Tehama-Colusa Canal form the Northern Colusa County border south to Highway 20 and west of Highway 20 thereafter, and to include the disposal of waste at Stonyford Landfill.

On May 24, 2022, the parties executed the 1st Modification (C22-089) to the Contract to increase the rates.

The parties now want to modify the Contract to increase the rates.

Modification

The parties agree to modify the Contract effective September 23, 2025, as follows:

1. Exhibit B, "Franchise Waste Collection Proposal" is modified to increase rates as follows:

Monthly fee for weekly collection of residential/commercial accounts

- (2) 45 gal- $33/month
- 1 yard bins- $66/month
- 2 yard bins- $126.50/month

Signatures on next page.

Attachment: 2nd Mod_Stonycreek Garbage Service (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

STONYCREEK GARBAGE SERVICE

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Clerk

Attachment: 2nd Mod_Stonycreek Garbage Service (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE FRANCHISE COLLECTION OF WASTE MATERIALS IN THE COLUSA COUNTY WESTERN MOUNTAIN AREA AND DISPOSAL OF WASTES AT STONYFORD LANDFILL

THIS AGREEMENT is made and entered into as of the 7th day of August in the year of 2007 by and between the County of Colusa ("County") and Stonycreek Garbage Svc. ("Collector").

1. **Services to Be Performed:** Collector agrees at his/her own expense to furnish all equipment, labor and materials necessary to provide the County with the collection of solid wastes for both commercial and residential services in the area west of Tehema-Colusa Canal from the northern Colusa County border south to Highway 20 and west of Highway 20 thereafter, and to include the disposal of waste at Stonyford Landfill.

2. **Scope of Services:** Collector shall provide County those services set forth in Exhibit "A" attached hereto and incorporated by reference.

3. **Time of Performance:** This project shall begin August 7, 2007 and shall continue for ten years. Thereafter, the Agreement will continue on a year-to-year basis unless either party provides the other with written notice of non-renewal 90 days prior to the annual renewal date. Collector shall not be responsible for delays caused by factors beyond his/her control provided that approval for any extended time of performance has been first approved by the County.

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

   Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional standards.

   Collector shall provide properly skilled professional and technical personnel to perform all services under this Agreement. Collector shall perform all services required by this agreement in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Collector's profession.

5. **Franchise Collection Fees:** In no event shall Collector's fees be increased without additional written authorization from the

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

County. Upon submission of a written request supported by documentation of cost increases reasonably satisfactory to the County, collection fees shall be adjusted on an annual basis to include increases in Collector's expenses due to increased disposal fees, fuel costs, changes in law, and Federal, State or local fees.

6. **Independent Collector:** Collector is an independent collector and shall not act as an agent or employee of the County, and is not subject to the direction and control of the County except as to final result. Collector shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Collector hereby expressly waives any claim it may have to any such rights.

7. **Interest of Collector:** Collector (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Collector's services hereunder. Collector further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

   Collector is not a designated employee within the meaning of the Political Reform Act because Collector:

   a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal agreement monitoring; and

   b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

8. **Indemnity and Liability:** The County shall not be liable for any damages or injuries caused, nor the costs or expense incurred by the Collector or its officers, employees and agents in the performance of any of Collector's duties under this agreement. Collector agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) arising out of the performance of this Agreement to the extent caused by the negligent acts, errors or omissions of Collector, except for any such claim arising out of the negligence or willful misconduct of the County, its officers, agents, employees or volunteers.

9. **Insurance:** Collector, at Collector's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

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

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

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

d. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

1) The County of Colusa, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Collector, including materials, parts, or equipment furnished in connection with such work or operations.

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

3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

to the limits of liability of the insuring company.

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

5) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the County, its elected or appointed officers, officials, employees agents, or volunteers.

6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the County.

7) Include broad-form contractual liability coverage insuring Collector's indemnity obligations under this agreement.

8) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis.

9) Be issued by insurers acceptable to County and licensed to transact business in California.

10) Be placed with insurers with a Best's rating of no less than A:VII.

11) Provide that all liability limits shall be single limit coverages.

12) Provide products/completed operations coverage for three (3) years following completion of Collector's work under this agreement and acceptance by the County.

e. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the County's option, Collector shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

f. Proof of Coverage. **Prior to beginning work, Collector shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Agreement**. Issuing a notice to proceed shall not waive the County's right to strictly enforce the insurance requirements of this agreement.

10. **Compliance with Laws:** Collector shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

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

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

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 herein below. Either party may change its address by notifying the other party of the change of address.

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

If to County: County of Colusa
546 Jay Street
Colusa, CA 95932

If to Collector: _____
_____
_____

14. **Collector's Books and Records:**

a. Collector 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 three (3) years, or for any longer period required by law, from the date of final payment to Collector to this Agreement.

b. Collector shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement and directly relevant to Collector's performance of its duties and obligations under this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the County

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

Counsel, the County Auditor or a designated representative of these officers. Copies of such documents shall be provided to the County for inspection at the office of the requesting county officer when it is practical to do so. Otherwise unless an alternative is mutually agreed upon, the records shall be available at Collector's address indicated for receipt of notices in this Agreement.

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

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

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

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

18. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by all parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

20. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Collector. Assignments of any or all rights, duties or obligations of the Collector under this Agreement will be permitted only with the express consent of the County. Collector shall not subcontract any portion of the work to be

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

performed under this Agreement without the written authorization of the County. If County consents to such subcontract, Collector shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of the County to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. **Franchise Fee:** Collector shall pay to the County a Franchise Fee in the amount of One Hundred Fifty Dollars ($150) per year, payable upon the annual date during which this franchise is granted. There shall be no refund for any reason of such Franchise Fees.

22. **Termination:** In the event of any material failure or refusal of Collector to comply with any obligation or duty imposed on Collector under this Agreement, the County and Collector shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the County shall have the right to terminate this Agreement if:

    a. Following the ten-day meeting period above, the County shall have given written notice to Collector specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Collector, and

    b. Collector fails to correct such default or fails to take reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by County and Collector thereafter fails to diligently continue to take reasonable steps to correct such default.

    Upon termination, Collector shall be entitled to compensation for services performed up to the effective date of termination.

23. **Time is of the Essence.** Time is of the essence for every provision in this Agreement.

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

25. **Attachments:** All attachments referred to are incorporated and made a part of this agreement. Attachments include:

    Exhibit A - Scope of Services

    Exhibit B - Franchise Waste Collection Proposal

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

COUNTY OF COLUSA

Mark D. Marshall, Chairman
Board of Supervisors

ATTEST: KATHLEEN MORAN
County Clerk and Ex-Officio
Clerk to the Board of
Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts
County Counsel

COLLECTOR
Stonycreek Garbage Service

By: Wm Cook

Title owner

Address P.O. Box 95

Stonyford, CA 95979

Telephone 530 713 3158

Dated 8/15/07

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE SOLID WASTE COLLECTION IN THE WESTERN COLUSA COUNTY FOOTHILLS

Colusa County is Requesting Proposals for the Collection of Solid Waste, both residential and commercial, in western Colusa County to include an area west of the Tehema-Colusa Canal from the northern Colusa County border south to State Route 20 and west of State Route 20 thereafter.

BACKGROUND

This Franchise Collection Area has existed since May of 1987. The Franchise covers the mountainous rural area of western Colusa County. The waste collection includes three small communities: Stonyford, Century Ranch and Lodoga, the Fouts Spring Boys Camp and several campgrounds in the Mendocino National Forest and East Park Reservoir. The campgrounds are seasonal use.

The current franchise holder collected 1210 cubic yards, 303 tons, during the last year. The amounts of waste vary seasonally due to the campgrounds usage. The numbers of residents may also vary with seasons or due to part-time residents. The approximate number of residences in the franchise area is 200. There is no requirement for mandatory collection within Colusa County.

Collection at individual residences may be wide spread. Century Ranch, Lodoga, and Stonyford provide the most concentrated areas for collection. Fouts Spring Boys Camp, nine miles from Stonyford and several of the Mendocino National Forest Campgrounds, Letts Lake nineteen miles from Stonyford, are in remote areas of the County. The Community of Sites is included in the franchise area. Remote collection sites should be included using collection plus mileage fees.

SCOPE OF WORK

The following duties/services are required from the "Franchise Waste Collector" for the collection of solid waste in this franchise area. The Proposal must address all items in the Scope of Work. Individual costs for the collection of wastes by unit size and frequency shall be contained in the Proposal. Submitted cost proposals will become an Exhibit to the Franchise Collection Agreement.

1. Provide residential solid waste collection.

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

A. Describe the frequency of collection, minimum of once per week.

B. Describe containers provided and/or served and the associated costs per month per container and/or frequency of collection.

C. Describe any associated costs due to the remote nature of the collection site such as a mileage charge.

D. Describe any requirements for the collection points for waste containers in relationship to roads and residence location.

2. Provide commercial/recreational large scale waste collection.

A. Describe the frequency of collection, minimum of once per week.

B. Describe containers provided and/or served and the associated costs per month per container and/or frequency of collection.

C. Describe any associated costs due to the remote nature of the collection site such as a mileage charge.

D. Describe any requirements for the collection points for waste containers in relationship to roads and site location.

3. Describe drop box services if applicable.

A. Describe size of containers that can be made available.

B. Describe the costs per container to include container use, cost for wastes disposed via the container and mileage fees for remote sites.

4. Provide a break down of fees as to disposal, container charges, mileage fees, and service fees. Disposal fees should be in accordance with the attached proposed fee schedule resolution.

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

SELECTION PROCESS

1. The Public Works Department reserves the right to retain all proposals that are submitted and to use any information contained therein regardless of whether that proposal is finally selected.

2. All proposals become the sole property of the Public Works Department, and the County will not guarantee that the proposals will remain confidential.

3. The Request for Proposal does not commit the Public Works Department to finalize any contract for funding nor to pay any costs associated with the preparation of any proposal, nor award funding to responder based solely upon submitting the least costly price quote.

4. The Public Works Department reserves the right to accept or reject any or all quotes received, to negotiate with qualified responder(s) or to cancel this Request for Proposals.

5. The Public Works Department shall consider any protest or objection regarding the intended award of the contract if it is submitted in writing and within ten (10) days of the date of intended award notice.

6. Unless all information required in this Request for Proposals is provided by the responder, the proposal may be discarded and given no consideration. Any responder attempting to influence the Request for Proposal process by interfering with other responders or with any County employee connected herewith may be disqualified.

FRANCHISE AGREEMENT INFORMATION

A Franchise Agreement will be negotiated with the qualifying responder in the basic form attached to this Request for Proposals. This Request for Proposals shall become part of the final contract.

SUBMITTAL TIME FRAME

Interested parties shall submit three (3) copies of their proposals by July 17 , 2007 at 5:00 p.m.

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

Proposals shall be addressed to:

Jon S. Wrysinski, Director
Colusa County Public Works
1215 Market Street
Colusa, CA 95932

Questions regarding this Request for Proposals should be directed to:

Richard S. Dickson, Deputy Director
Colusa County Public Works
1215 Market Street
Colusa, CA 95932
Telephone Number (530) 458-0473
FAX (530) 458-2035

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

Stonycreek Garbage Service
P.O. Box 95
Stonyford, CA 95979
530-963-6124

July 14, 2007

Jon S. Wrysinski, Director
Colusa County Public Works
1215 Market Street
Colusa, CA 95932

Proposal For Collection of Solid Waste: both residential and commercial, in western Colusa County to include an area west of the Tehama-Colusa Canal from the northern Colusa County border south to State Route 20 and west of State Route 20 thereafter.

Residential Solid Waste Collection will be provided once a week. The scheduled pick up day will be Thursday. Residential service will include cans (which are customer provided) one yard bins (provided by contractor) and two yard bins (provided by contractor).

1. Can Collection: cans must be out by 7:00 am on Thursday morning. If the scheduled pick up day falls on a holiday or service needs to be changed for another reason; notices will be mailed out prior to insure collection proceeds in a timely and orderly fashion.

The cost for this service will be: $27.00 per month (see attached schedule A)

Extra garbage can be picked up if customer calls in notifies office at least one business day prior. The charge will be $6.75 per can extra.

2. One yard bins: Bins will be metal in construction, kept in good condition by contractor (painted and leakproof) and will have lids. Customer must keep bins unobstructed and only loaded with non hazardous items. The customer will be notified of a listing of items that are approved for dumping. The bin can be filled to water level. Over filling will result in an additional charge that will be based on the regular price of the bin.

The cost for this service will be : $54.40 per month (see attached schedule B)

3. Two yard bins: Bins will be metal in construction, kept in good condition by contractor (painted and leakproof) and will have lids. Customer must keep bins unobstructed and only loaded with non hazardous items. The customer will be notified of a listing of items that are approved for dumping. The bin can be filled to water level. Over filling will result in an additional charge that will be based on the regular price of the bin.

The cost for this service will be : $102.80 per month (see attached schedule C)

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

Current customers will receive the above mentioned rates, new customers not residing a reasonable distance from established customers may be charged a mileage fee not to exceed $1.50 per mile round trip to pick up waste. This will pertain only to remote areas not currently being serviced.
Bins will be dropped off at suitable locations and customer need to leave them there for pick up. Customer supplied cans must be not farther than 10 feet from the county road for pick up.

Commercial pick up of Solid Waste: 30 yard drop boxes will be available. These boxes will be rented out for a period not to exceed one week. Earlier pick up can be arranged. These boxes will made of metal and be kept in good condition by contractor. (painted and serviceable) Regular delivery charges will apply to the area in and around the town of Stonyford. Areas removed from this can be charged up to $100.00 per hour drive time to and from drop off location. Bins will be dropped off in a suitable place by contractor, bins shall be filled to water level; over filling can result in unloading of the bin depending on weight.
The cost for this service will be : $ 300.00 per bin plus dumping fees.

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

Stonycreek Garbage Service
P.O. Box 96
Stonyford, CA 95979

July 14, 2007

Jon S. Wrysinski, Director
Colusa County Public Works
1215 Market Street
Colusa, CA 95932

We have incorporated two rate increases in our proposal. The intial rate increase was proposed in December of 2006 and was based on the following reasons:

Increase in fuel prices: In the last two years our fuel prices have went from $2.01 a gallon to $3.40 a gallon at our last billing. We use approximately 100 gallons of fuel per week in the Stonyford/Colusa County area- this is an increase of approximately $139.00 per week which is approximately $7228.00 per year.

Our insurance costs have raised $550.00 in the last two years.

Metal prices have raised substantially in the last year to year and a half- this affects all of our repair costs and most of our new part costs.

Some of these costs have actually increased since then (such as fuel) however we are leaving the asked for raise amount the same as with the increase in dumping fees the per month charge is raising substantially at this time.

Before the dumping fee increase, we estimated that an increase of 10.52% would generate approximately $4620.00 in added revenue, (based on approximately 120 residences and 20 two yard bins located in the Stonyford area and surrounding mountains) while this amount may not cover all the costs incurred; we feel it is justified and will go along way toward covering our added operating costs. This would be an increase of $2.00 for residential can service, a $6.00 increase for one yard bins; and a $8.00 increase for two yard bins.

SCHEDULE A : The earlier proposed raise would of raised the can service by $2.00, we estimate now that the increase from the dumping alone will raise can service $5.20 per month. We are absorbing the .20 to make the total charge per month proposed $27.00.

SCHEDULE B: The earlier proposed raise would of raised the one yard bin rate by $6.00, we estimate now that the increase from the dumping alone will raise the service $10.40 per month. This makes the total charge per month proposed $ 54.00.

SCHEDULE C: The earlier proposed raise would of raised the two yard bin rate by $8.00, we estimate now that the increase from the dumping alone will raise the service $20.80 per month. This makes the total charge per month proposed $102.80 per month.

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

July 23, 2007

Colusa County
Public Works Department

ADDENDUM TO PROPOSAL

SCHEDULE A : The earlier proposed raise would of raised the can service by $2.00, we estimate now that the increase from the dumping alone will raise can service $5.20 per month. We are absorbing the .20 to make the total charge per month proposed $27.00. This charge would be for 3 thirty gallon cans that customer provides. The approximate amount of refuse generated by each household would be .86 compacted yards per month. We estimate the fee breakdown to be as follows: $15.48 would go to dumping fees and $11.52 would go towards fuel, maintenance, insurance and profit for our company.

SCHEDULE B: The earlier proposed raise would of raised the one yard bin rate by $6.00, we estimate now that the increase from the dumping alone will raise the service $10.40 per month. This makes the total charge per month proposed $ 54.00. The amount of refuse generated by each one yard bin would be approximately 1.73 compacted yards per month. We estimate the fee breakdown to be as follows: $31.14 would go towards dumping fees and $22.86 would go towards fuel, maintenance, insurance and profit for our company.

SCHEDULE C: The earlier proposed raise would of raised the two yard bin rate by $8.00, we estimate now that the increase from the dumping alone will raise the service $20.80 per month. This makes the total charge per month proposed $102.80 per month. The amount of refuse generated by each two yard bin would be approximately 3.46 compacted yards per month. We estimate the fee breakdown to be as follows: $62.28 would go towards dumping fees and $40.52 would go towards fuel, maintenance, insurance and profit for our company.

Thank you,
Stonycreek Garbage Service

Attachment: C07-196 Stonycreek Garbage Service contract (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

C22-089

First Modification of Solid Waste Franchise Collection Contract C07-196

This First modification is made between the County of Colusa ("County"), a political subdivision of the State of California, and Stony Creek Garbage Service, sole proprietor ("Contractor").

Background

1. On August 7, 2007, the parties entered into contract C07-196 to provide County with services for the collection of solid waste, the collection of recyclable materials in the area west of the Tehama-Colusa Canal from the Northern Colusa County border south to Highway 20 and west of Highway 20 thereafter ("Contract").

The County and Contractor now agree to modify Contract C07-196 as follows:

Modification

1. Exhibit B, "Franchise Waste Collection Proposal" is modified to increase the rates as follows:

Monthly fee for weekly collection of residential/commercial accounts

- Household cans - $30.00
- 1 yard bins - $60.00
- 2 yard bins - $115.00

Restructure roll off bin schedule to reflect the following:

- 10 yard roll off - $600 plus disposal fee
- 20 yard roll off - $700 plus disposal fee
- 30 yard roll off - $800 plus disposal fee
- 40 yard roll off - $900 plus disposal fee

Construction

2. All other terms and conditions of the Contract shall remain in full force.

3. The effective date of this modification shall be the date it is approved by the County Board of Supervisors.

Attachment: C22-089 1st Mod. - Stonycreek Garbage Service (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

C22-089

This modification is executed on May 24, 2022.

COUNTY OF COLUSA

J. Merced Corona, Board Chair

CONTRACTOR

Signature

Ken Cook Owner
Printed Name and Title

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

By Melissa Kitts
Melissa Kitts, Deputy

Attachment: C22-089 1st Mod. - Stonycreek Garbage Service (10762 : Approve 2nd Modification with StonyCreek Garbage Service)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Agreement with Liebert Cassidy Whitmore for training and consulting services to assist Human Resources in workforce management and employee relations.

Ratify Agreement with **Liebert Cassidy Whitmore** for training and consulting services to assist Human Resources in workforce management and employee relations.

Detailed Description/Background of request

The Human Resources Department (HR) has been a member of the North State Employment Relations Consortium with Liebert Cassidy Whitmore (LCW) for several years. Membership provides access to five group training days (topics selected by consortium members), a monthly newsletter summarizing key employment relations developments, and availability of an LCW attorney for telephone consultation.

The new agreement is effective July 1, 2025 through June 30, 2026 at a total cost of $4,935.

The Purchasing Agent executed the agreement prior to August 1 to take advantage of a discounted rate while the Board was in recess. Staff now requests that the Board ratify the agreement.

Prior Board Action

None. Previous agreements were executed by the Purchasing Agent, as authorized in the Purchasing Policy.

Fiscal Impact/Funding Source

No impact to the general fund. The cost of the consortium will be reimbursed by Trindel.

Action for the Clerk

Number contract.

ATTACHMENTS:

- LCW Agreement (PDF)

LCW LIEBERT CASSIDY WHITMORE

6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

June 30, 2025

Dar Rhodes
Human Resources Director
Colusa County
250 5th Street
Colusa, CA 95932

drhodes@countyofcolusa.com
ymora@countyofcolusa.com

Re: ***North State Educational Resources Consortium***

Dear Ms. Rhodes:

We look forward to another successful year with the North State Training Consortium. We are pleased to provide the consortium with Five (5) group trainings annually, our monthly newsletter and telephone consultation.

Enclosed is an Agreement for Special Services for your signature. If you are not the authorized signer for your organization, you can simply forward the DocuSign email to the authorized signer. Once signed you will be able to download a fully executed copy for your records.

The annual workshop schedule will be sent out shortly.

Some members have requested information regarding our customized training. We provide training outside of the consortium on a variety of topics, all of which can be customized to include your policies and procedures. The rates vary depending on the presenter. We are willing to provide this customized training for an individual Consortium Member or a group of agencies so that the rate can be pro-rated.

If you have any questions about this program or our services, do not hesitate to contact me at (310) 981-2055 or cweldon@lcwlegal.com.

Very truly yours,

LIEBERT CASSIDY WHITMORE

Cynthia S. Weldon
Director of Marketing and Training

Enclosures

Attachment: LCW Agreement (10775 : Ratify agreement with Liebert Cassidy Whitmore)

CO030

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Colusa County, hereinafter referred to as "Consortium Member," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "LCW" for the below described special services ("Agreement"). Consortium Member and LCW may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS Consortium Member has the need to secure expert training and consulting services to assist Consortium Member in its workforce management and employee relations; and

WHEREAS LCW is specially experienced and qualified to perform the special services desired by the Consortium Member and is willing to perform such services;

NOW, THEREFORE, Consortium Member and LCW agree as follows:

1. **Term & Termination:**

This Agreement is effective July 1, 2025 and shall remain in effect until terminated by either Party. Either Party may terminate this agreement by providing thirty (30) days written notice to the other Party using the contact information in the signature blocks. Upon receipt of the notice and as of June 30th of the year during which notice was received, the Agreement shall be considered terminated.

2. **LCW's Services:**

Annually, from July 1st through June 30th, LCW will provide an annual membership in a consortium and the Liebert Library, which includes the following Services to Consortium Member (and the other consortium members) in exchange for payment in full of the Fee defined below:

A. Five (5) group training days covering various trainings applicable to Consortium Member, with the specific subjects covered and lengths of individual workshop presentations to be determined by Consortium Member and the other members of the consortium.

B. Availability of LCW attorney for Consortium Member to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See Additional Services section.)

C. Providing of a monthly newsletter covering employment relations developments.

3. **Fee:**

The current cost for these special services to Consortium Member is $4,935.00 (Four Thousand Nine Hundred Thirty Five Dollars). Payment of the annual Fee is due by August 1 each year to cover that year's membership. There is a $100 late fee for payments received by LCW after this date.

The Fee will cover the above Services, including related development and distribution of written materials provided to attendees at the training programs (also "Materials").

LCW reviews its consortium rates on an annual basis, and if appropriate, adjusts them effective July 1st. LCW will provide Consortium Member with written notification of any adjustments in the rates and Consortium Member agrees to pay such adjusted rates or notify LCW of its intent to cancel its membership.

4. **Additional Services:**

Attachment: LCW Agreement (10775 : Ratify agreement with Liebert Cassidy Whitmore)

LCW shall, as and when requested by Consortium Member, make itself available to Consortium Member to provide representational, litigation, and other services that are not included within the Services or Materials described herein ("Additional Services"). The Consortium Member will be billed for the actual time Additional Services are rendered, including reasonable travel time, plus any necessary and reasonable costs and expenses.

The range of hourly rates for attorney time is from Two Hundred Ninety Five to Four Hundred Eighty Five Dollars ($295.00 - $485.00) per hour for attorney staff, Three Hundred Fifteen Dollars ($315.00) per hour for Labor Relations/HR Consultant and from One Hundred Sixty Five to Two Hundred Thirty Dollars ($165.00 - $230.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. LCW reviews its hourly rates on an annual basis and if appropriate in its discretion, adjusts them effective July 1. LCW will provide the Consortium Member with written notification of any adjustments in the ranges of hourly rates.

5. **Ownership & Use of Materials:**

LCW shall have and retain ownership of all intellectual property rights. Consortium Member warrants that it will not use LCW Material in other trainings without the expressed written permission of LCW. To the fullest extent permitted by law, Consortium Member hereby waives and release LCW, and each of their officers and employees ("Released Party(ies)") from any and all claims, demands, damages, or liabilities, including, but not limited to, those for the ordinary negligence of a Released Party, claims for bodily injury, personal injury or illness, emotional distress, property damage, wrongful death, consequential damages, economic damages, infringement, and attorney's fees and costs ("Claims" or "Claim"), which arise from or relate to Consortium Member's unauthorized use of or modification of Material or breach of this Agreement. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

6. **No Representation or Warranty.**

LCW does not make any specific promise, representation or warranty regarding the Materials. LCW is not responsible for updating the Materials and, as time passes, the Materials may become outdated or contrary to applicable laws. LCW does not guarantee that the Materials will meet the needs of the Consortium Member or achieve certain results. LCW provides the Materials "AS IS" and without any warranty of any kind and any use by Consortium Member is at their own risk. LCW expressly disclaims any and all warranties, including the implied warranty of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permitted by law. To the fullest extent permitted by law, Consortium Member releases LCW from Claims arising from their use or modification of the Materials.

7. **Miscellaneous.**

This Agreement represents the entire and integrated contract between Consortium Member and LCW, and supersedes all prior representations, or agreements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining valid provisions will continue in full force and effect. The signators to this Agreement are authorized to execute this Agreement on behalf of and bind their respective Parties hereto. This Agreement may be executed in counterparts (including electronic means), which taken together will form one legal instrument.

Attachment: LCW Agreement (10775 : Ratify agreement with Liebert Cassidy Whitmore)

CO030

ACCEPTED AND AGREED on the date indicated below:

LIEBERT CASSIDY WHITMORE
A Professional Corporation
Attn: Melanie Chaney
6033 W. Century Blvd., 5th Floor
Los Angeles, CA 90045
Email: mchaney@lcwlegal.com

By: Melanie L. Chaney
Melanie Chaney / Co-Managing Partner

Date: June 27, 2025

COLUSA COUNTY

By: Wendy G. Tyler

Name: Wendy G. Tyler

Title: CAO

Date: 7/24/25

Attachment: LCW Agreement (10775 : Ratify agreement with Liebert Cassidy Whitmore)

LCW LIEBERT CASSIDY WHITMORE

6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

Invoice

Dar Rhodes
Human Resources Director
Colusa County
250 5th Street
Colusa, CA 95932

(CO030-10000)
Invoice Number: 298113

North State Employment Relations Consortium

Membership: July 1, 2025 through June 30, 2026

Consortium Membership	**$4,935.00**

For more information about the Liebert Library, please visit www.liebertlibrary.com, or email library@lcwlegal.com.

Please add an additional $100.00 to your payment over the amount specified above as a late fee if payment is sent after August 1, 2025.

Attachment: LCW Agreement (10775 : Ratify agreement with Liebert Cassidy Whitmore)

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 1st Modification with Consolidated Engineering, Inc. for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

Approve 1st Modification with **Consolidated Engineering, Inc.** for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

Detailed Description/Background of request

The Colusa County Sheriff's Office has begun their asphalt project encompassing the parking area surrounding the Animal Control Facility, as well as the parking lot designated for Sheriff's Office vehicles. While construction is progressing, the scheduling complexity stemming from overlapping projects has made it clear that the current contract term (expiring September 30, 2025) will not allow for its timely completion.

Staff proposes to extend the term to November 30, 2025.

Prior Board Action

C25-059

Fiscal Impact/Funding Source

This project is being funded with Development Impact Funds and one-time LATCF funds. There will be no impact to the General Fund.

Action for the Clerk

Please number contract, obtain signatures and email to blake@conenginc.net.

ATTACHMENTS:

- 1st Mod_Consolidated Engineering, Inc. (DOCX)
- C25-059 Consolidated Engineering Inc (PDF)

First Modification Asphalt Project Contract

This First Modification of the Asphalt Project contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and Consolidated Engineering, Inc. ("Contractor") a California Corporation.

Background

On April 22, 2025, the parties executed Contract C25-059 for the Contractor to provide construction services for an asphalt project located at 929 Bridge Street, Colusa, Ca.

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

Modification

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

1. Section 2, Term is modified by extending the termination date to November 30, 2025.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONSOLIDATED ENGINEERING, INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Clerk

Attachment: 1st Mod_Consolidated Engineering, Inc. [Revision 1] (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

C25-059

Asphalt Project at Sheriff Office

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

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services for asphalt project located at 929 Bridge Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than September 30, 2025.

3. **Compensation:** County will pay Contractor compensation not to exceed $187,250.00, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional

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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

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provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

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

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

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

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

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

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

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

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

10. Guarantees

A. The Contractor shall guarantee all services provided in fulfillment of paragraph 1 above, and shall require each Subcontractor to guarantee their own work, against defective material or faulty workmanship for a minimum of one year after the date of Notice of Completion is issued. In addition, all standard manufacturer warranties shall be passed to the County which may extend the warranty period beyond one year.

B. The County retains all rights and remedies provided by law including those pertaining to latent defects.

C. If repairs are required in connection with guaranteed work, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

1) Place in satisfactory condition in every detail all of such guaranteed work.

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2) Make good all damage to the building, site, equipment, furniture, or contents which, in the opinion of the County, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed work.

D. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein they shall restore such disturbed work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.

E. A new full-term guarantee period shall apply to repaired work upon completion of repairs.

F. If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from County, the County may remedy the Contractor's failure by whatever means the County deems expedient. The County may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by County pursuant to this Section shall be paid by Contractor.

11. Liquidated Damages

A. The parties agree that should the work not be complete, as acknowledged with an executed Notice of Completion within the Term as specified in paragraph 2 above, damages will be sustained by the County. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the County will sustain in the event of and by reason of such delay in completing the work; and it is therefore agreed that the Contractor will pay the County $250 per day for the County's liquidated damages. In the event the Contractor fails to make such payment, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due not be sufficient to cover the amount owed, the County shall have the right to recover the balance from the Contractor, from other contracts between Contractor and County, or from the Contractor's sureties or any other means as allowed by law.

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

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

14. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the

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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.

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

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

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

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

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

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

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

19. **Written Notification**: Any notice, demand, request, consent, approval, or communication

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

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

If to Contractor:
Consolidated Engineering, Inc.
PO Box 701
Valley Springs, Ca, 95252

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

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

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

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

A. Attachment "A" Project Specifications
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

Daurice Smith Date 4/22/25
Daurice Smith, Board Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

CONSOLIDATED ENGINEERING, INC.

Date 5/5/25
Signature

Casey Curtis President
Printed Name and Title

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

Patricia R
Patricia Rodriguez, Deputy Clerk

CONSOLIDATED ENGINEERING INC CORPORATE SEAL 2016 CALIFORNIA

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

C25-059

Attachment A
Project Specifications

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

Contractor is to:
Furnish and install all materials, labor and equipment to complete the following scope per the attached Pavement Site Plan.

HMA- Hot Mix Asphalt

New HA sections to be 4" HMA over 12" class 2 base rock to match design Specifications for current jail project.

(please refer to attached site plan for the following)
Area #1 Yellow Zone 5,750 SF:

Provide demolition of existing conditions as needed. Retain existing concrete pad.

Excavate down 16", export soils, rip, compact subgrade to 95% compaction.

Furnish and install 4" HMA over 12" class 2 base rock.

Furnish and install 12" class 2 base rock, grade and compact to 95%.

Furnish and install 120 LF of new redwood header board as shown.

HMA pave 4" section.

Area #2 Green Zone 13,900 SF:

Provide demolition of existing conditions as needed.

Excavate down 16", export soils, rip, compact sub grade to 95% compaction.

Furnish and install 4" HMA over 12" class 2 base rock.

Furnish and install 12" class 2 base rock, grade and compact to 95%.

HMA pave 4" section

Area #3 Purple Zone 8,350 SF:

Demolish conform areas and make base repairs at failed HMA areas. Furnish and install overlay only.

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C25-059

Tack existing HMA roadway section and HMA pavement 2" thick overlay.

Locations without HMA or damage beyond repair in this area complete the following:

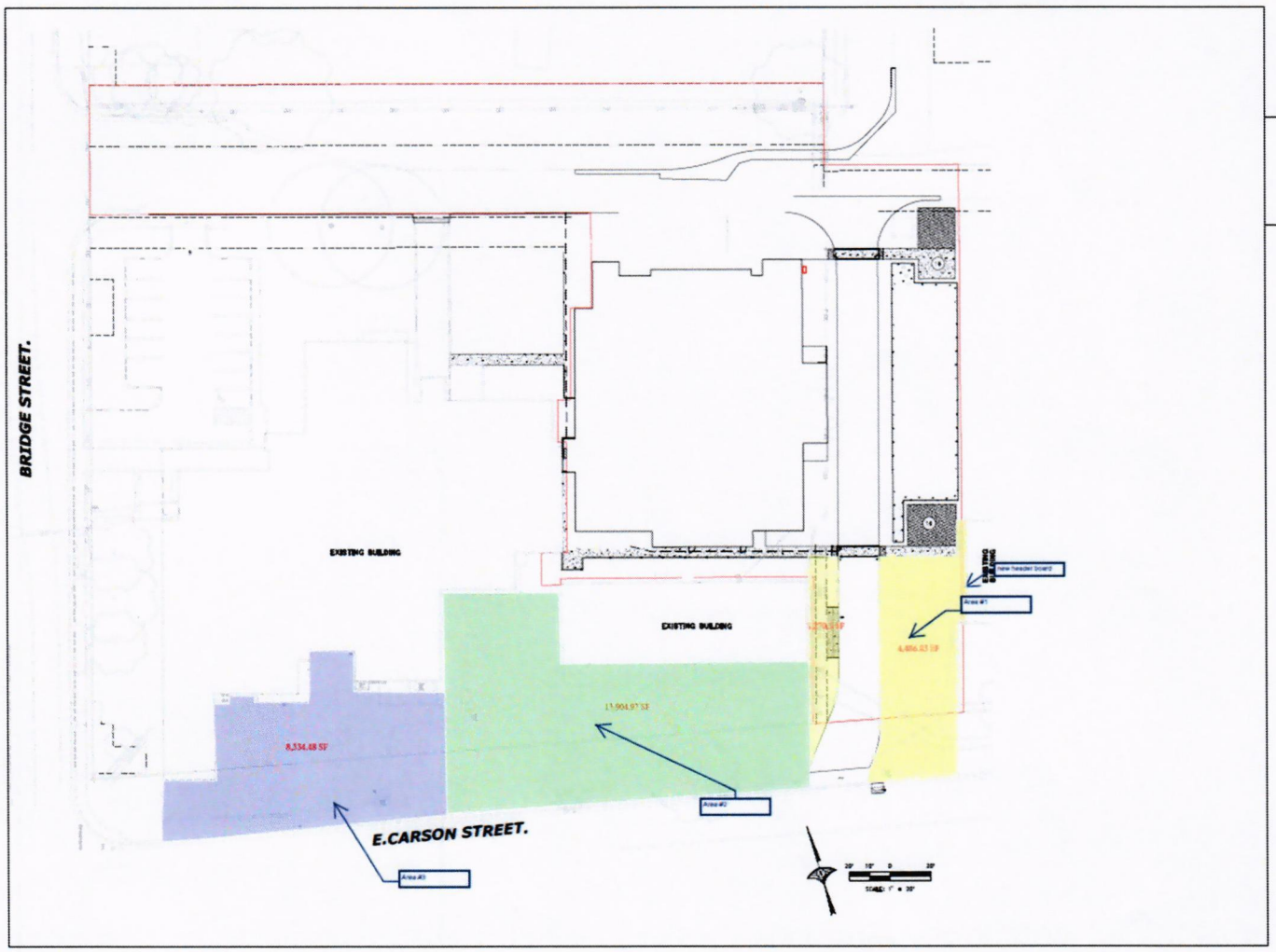
Provide demolition of existing conditions as needed.

Excavate down 16", export soils, rip, compact sub grade to 95% compaction.

Furnish and install 4" HMA over 12" class 2 base rock.

Furnish and install 12" class 2 base rock, grade and compact to 95%.

HMA pave 4" section



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BID WORKSHEET

ASPHALT IMPROVEMENT PROJECT AT COLUSA COUNTY SHERIFF'S OFFICE

NAME Consolidated Engineering Inc

ADDRESS P.O. Box 701

CITY Valley Springs STATE CA ZIP CODE 95252 PHONE 925 7525366

EMAIL Casey@conengineering.net

DIR #: 1000529783 Contractor License # 1013580

ITEM	PRODUCT	PRICE
1	**AREA #1 – Yellow Zone**	$ 37,350
2	**AREA #2 – Green Zone**	$ 97,800
3	**AREA #3 – Purple Zone with HMA**	$ 14,700
4	**AREA #3 – Purple Zone without HMA**	$ 19,400
5	**OTHER – (describe)**	$ 0
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 0
	SUBTOTAL	$ 0
	LABOR	$ 18,000
	GRAND TOTAL	$ 187,250

VENDOR Consolidated Engineering Inc

Signature

Casey Curtin
Name (Printed or Typed)

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

This bid is made this 3 day of March, 2025.

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SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted
Pavement recycling systems	1000003363	10240 San Sevaine Way Jurupa Valley, CA 91752	Asphalt Milling

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Conforms with The American Institute of Architects, A.I.A. Document A312 (2010 Edition)

Payment Bond

Bond #7479701
Premium: $1,629.00

CONTRACTOR:
(Name, legal status and address)
Consolidated Engineering, Inc
5860 Amos Lane
Valley Springs, CA 95252

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

This document has important legal consequences Consultation with an attorney is encouraged with respect to its completion or modification

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

OWNER:
(Name, legal status and address)
County of Colusa
574 Market Street, Suite 102
Colusa, CA 95932

CONSTRUCTION CONTRACT
Date.

Amount: One Hundred Eighty Seven Thousand Two Hundred Fifty Dollars ($187,250.00)

Description:
(Name and location)
Asphalt Improvement Project at Colusa County Sheriff's Office

BOND
Date: 05/01/2025
(Not earlier than Construction Contract Date)

Amount: One Hundred Eighty Seven Thousand Two Hundred Fifty Dollars ($187,250.00)

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Consolidated Engineering, Inc

Signature:
Name Casey Curtin
and Title: President

SURETY
Company: *(Corporate Seal)*
OLD REPUBLIC INSURANCE COMPANY

Signature:
Name Stephanie Agapoff
and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:
USI Insurance Services, LLC
10940 White Rock Road, 2nd Floor
Rancho Cordova, CA 95670

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)
N/A

CONSOLIDATED ENGINEERING INC CORPORATE SEAL 2016 CALIFORNIA

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following.

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7 2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant,
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim,
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
		OLD REPUBLIC INSURANCE COMPANY	
Signature:		Signature:	
Name and Title:		Name and Title.	
Address		Address	

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

ACKNOWLEDGMENT

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 Sacramento)

On May 1, 2025 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
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.

TINA S. SALAS
Notary Public - California
Sacramento County
Commission # 2409815
My Comm. Expires Jul 4, 2026

Signature _____ (Seal)

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

David Weise, Nicole S Moon, Catherine A. Pinney, Stephanie Agapoff, Jose Lemus of Rancho Cordova, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of August, 2024

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of August, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires. September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

31 3225

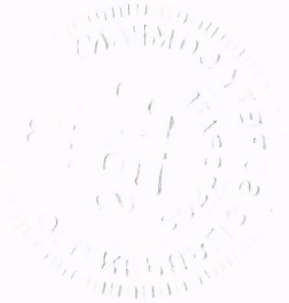
Signed and sealed at the City of Brookfield, WI this 1st day of May, 2025.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

USI CA Insurance Services LLC

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2025

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

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

PRODUCER
Foothill Valley Insurance
4970 Rocklin Rd. Ste. 400
Rocklin CA 95677

License# 0M68957
CONSENG-01

CONTACT NAME: Tyla Belton
PHONE (A/C, No, Ext): 916-773-4560 **FAX (A/C, No)** 916-773-4583
E-MAIL ADDRESS: tyla.b@foothillvalley.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A · Scottsdale Insurance Company	41297
INSURER B · Everest Premier Insurance Co	16045
INSURER C · United Financial Casualty Co	11770
INSURER D · Lloyds of London	85202
INSURER E · Travelers Casualty Insurance Company of America	19046
INSURER F · James River Insurance Co	12203

INSURED
Consolidated Engineering, Inc.
PO Box 701
Valley Springs CA 95252

COVERAGES **CERTIFICATE NUMBER:** 1653033238 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER			BCS2001987	10/19/2024	10/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			04448159	1/8/2025	7/8/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A F	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS2005464 00143765-2	10/19/2024 10/19/2024	10/19/2025 10/19/2025	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7600023471241	7/24/2024	7/24/2025	X PER STATUTE / OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Pollution Liability Rented/Leased Misc Tools & Equipment			ENP0006983-04 630-0W076951-TIL-25	2/1/2025 2/14/2025	2/1/2026 2/14/2026	Aggregate Limit Limit	$2,000,000 $525,000 $20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE. Ongoing Operations per written contract
County of Colusa is named additional insured per the attached CG2010(12/19) & CG2037(12/19) Insurance is primary GL & WC waivers attached. *30 day notice of cancellation

CERTIFICATE HOLDER

County of Colusa
547 Market Street, Ste. 102
Colusa CA 95932

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Tyla a Belton

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Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

POLICY NUMBER: BCS2001987

COMMERCIAL GENERAL LIABILITY

CG 20 10 12-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable limits of Insurance.

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

© Insurance Services Office Inc. 2018

POLICY NUMBER: BCS2001987

COMMERCIAL GENERAL LIABILITY

CG 20 37 12-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable limits of Insurance.

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

© Insurance Services Office Inc. 2018

Policy #BCS2001987

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance, and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

© Insurance Services Office, Inc , 2018

POLICY NUMBER: BCS2001987

COMMERCIAL GENERAL LIABILITY

CG 24 04 12-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

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

Endorsement Effective: **07/24/2024** Policy No. **7600023471241** Endorsement No. **001**

Insured: **Consolidated Engineering Inc.**

Premium $ INCL.

Insurance Company: **Everest Premier Insurance Company**

Countersigned By: Tyla Belton

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

NOTICE TO PROCEED, C25-059

TO: Consolidated Engineering, Inc

FROM: Molly West, Assistant CAO

DATE: May 16, 2025

SUBJECT: Notice to Proceed

The Asphalt Project located at 929 Bridge St., Colusa, Ca, 95932 was awarded to Consolidated Engineering, Inc., in the amount of $187,250.00, on April 22, 2025.

Contractor is hereby notified to commence work set forth in the contract. All work is to be done in accordance with plans, specifications and conditions provided in the contract.

The project must be fully complete no later than September 30, 2025.

Sincerely,

Wendy G. Tyler, CAO

We received the foregoing Notice to Proceed on:

8/28/25	Blake Ehlers
Date	Signature and Title
Consolidated Engineering, Inc.	209-747-0672
Contractor Name (Printed)	Contractor's Phone Number

Please notify our Maintenance Supervisor, Dusty Whiting at (530) 682-2743 for scheduling.

INSTRUCTIONS TO CONTRACTOR:

Please sign this notice and return to the Owner with the signed Contract.

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

CONSOLIDATED ENGINEERING INC.

September 3, 2025

Agency: Colusa County Sheriff's Department/Jail

Address: 929 Bridge St,
Colusa, CA 95932
Attention: Mike Bradwell

Project Name: Colusa Sheriff Office/Animal Shltr Parking Lots
CEI Change Order Request: # 1
CEI Project No.: 25-0521

Mr. Bradwell,

We request a change order for the following items:
Excavate ~ 12" deep x 75' long trench in AB Parking Lot. Compact trench bottom and install 2 x 4" conduits with 2 x 90 degree sweeps at each end of trench. Install metal utility conduit marking tape and backfill/compact trench with 3/4" AB to structurally protect the Conduits due to the shallow nature of the trench. 4" conduit is rigid enough to work with this installation with AB Backfill/compaction.

Item #	Description	Contractor	Qty	Unit	Rate	Total
1	Conduit Trench Excavation, Installation, Backfill	CEI	1	LS	$6,778.36	$6,778.36
					SUBTOTAL	$6,778.36
	Material Markup				15%	See Sheet 2 Below
	Labor Markup				15%	See Sheet 2 Below
	Equipment Markup				10%	See Sheet 2 Below
	Subcontractor Markup				5%	See Sheet 2 Below
					MARK UP TOTAL	See Sheet 2 Below
	Bond Cost				2%	See Sheet 2 Below
					COR TOTAL	**$6,778.36**

** We **HAVE NOT COMPLETED** this work Please issue an official change order**
Zero (0) Anticipated days to be added to the construction progress schedule due to work contained
$0.00 cents will be used to round off total amount of change order.

Change Order Qualifications:
*** Any work not specifically defined in this COR, should be considered **excluded**.
Cost includes Conduits to be backfilled directly in 3/4" Class II AB due to shallow trench to not cause deformations or cracking in asphalt parking lot once paved over.

Upon Acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Consolidated Engineering Inc. is to proceed with the above changes in scope
If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Consolidated Engineering Inc

Blake Ehlers
Blake Ehlers
Project Manager
Consolidated Engineering Inc

Quotation Accepted By:
Name of Agency
By:
Date: 9/3/25

Attachment: C25-059 Consolidated Engineering Inc (10787 : Approve 1st Mod with Consolidated Engineering, Inc.)

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept August 2025 Treasury Monthly Investment Report as presented.

Accept August 2025 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:

- 08_25 Treasury Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF: 8/31/25
DATE: 9/23/25

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US BANK PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CD8								06/01/25	-			
797299LXO	10/28/20	630,338.10	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	614,514.15			
260888AD4	02/23/21	400,394.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	390,740.00			
130179KW3	02/05/21	822,800.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	784,424.00			
899141BB0	02/05/21	652,135.47	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	620,877.60			
260888AE2	02/23/21	601,845.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	573,132.00			
971252AH4	05/27/21	185,864.24	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	175,158.00			
971252AK7	05/27/21	266,913.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	244,295.55			
971252AL5	05/27/21	569,836.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	512,285.50			
797679CF2	11/24/21	260,490.92	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	248,736.80			
797669ZR2	11/24/21	3,105,253.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,808,652.00			
6723225N45	11/23/21	1,271,388.29	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,198,891.10			
38122NB35	11/12/21	12,153,993.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	11,247,720.00			
79739GPE0	12/09/21	710,146.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	626,710.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	490,717.50			
13048VZT8	01/05/22	503,004.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	462,300.00			
13048VZU5	01/05/22	395,538.19	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	359,959.55			
055022AK3	01/27/22	1,160,224.78	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,068,764.00			
79770GJG2	12/15/21	2,028,788.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,850,060.00			
79739GPM2	12/09/21	252,297.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	228,087.50			
854434AH0	11/12/21	541,388.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	493,772.90			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,785,080.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	907,510.00			
Municipal Total		**29,913,193.97**			**30,392,363.70**	**29,670,000.00**	**29,670,000.00**		**27,692,388.15**			**15.5%**
US Treasury/Agency Securities												
3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,457,261.00			
3130B6XF8	07/16/25	5,000,000.00	4.70%	4.700%	5,000,000.00	5,000,000.00	5,000,000.00	07/16/30	5,001,200.00			
3130B2N27*											Called 02/10/25	
3134HAZP1*										148.60	Called 02/26/25	
3011ERE98*										498.00	Called 06/26/25	
3130B3MA8*											Called 02/07/25	
Treasury/Agency Total		**10,475,000.00**			**10,475,000.00**	**10,475,000.00**	**10,475,000.00**		**10,458,461.00**			**5.4%**
Grand Total		**$ 40,388,193.97**			**40,867,363.70**	**40,145,000.00**	**40,145,000.00**					
Interest Liability		-					**US Bank Outside Securities Safekeeping**		**38,150,849.15**		Unrealized	
NET BOOK		**40,388,193.97**					**US Bank Outside Securities Money Market**		**78,110.06**	$ (1,739,338.64)	Gain/Loss	
Meeder Investment Book Value		**$ 80,537,526.02**					**US Bank (Meeder) Safekeeping**		**80,957,422.14**			**41.8%**

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$68,238,982.29	4.40%	**35.4%**
COP Project Fund*	$5,896,178.73		

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY		
SRWSLD	73,905.52	4.25%	4.24%		
REC DIST 108	72,348.76	4.25%	4.24%		
REC DIST 1004	-	4.25%	4.24%		
COUNTY	201.41	4.25%	4.24%		
CCOE	140.58	4.25%	4.24%		
TOTAL LAIF	146,596.27				**0.1%**
CASH	3,372,187.05				**1.8%**
TOTAL LIQUID	71,757,765.61		**37.24%**	**Liquidity**	
GRAND TOTAL	**$ 192,683,485.60**				**100.0%**

INTEREST RECEIVED

July-Aug 2025	1,103,588.68	8/31/2025	Est. 4.00%
April-May-June 2025	2,063,378.24	6/30/2025	Est. 4.00%
Jan-Feb-Mar 2025	2,010,853.84	3/31/2025	3.99%
Oct-Nov-Dec 2024	2,242,974.49	12/31/2024	4.77%
July-Aug-Sept 2024	3,255,354.99	9/30/2024	7.56%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%

Note 1: US Bank did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 37.19%
Note 3: All investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.

CINDY DILLARD
TREASURER-TAX COLLECTOR

Attachment: 08_25 Treasury Report (10277 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **September 23, 2025**

DEPARTMENT: **Human Resources**

FROM: **Yareli Mora**

SUBJECT: **Approve the revision to the position allocation schedule by flexibly staffing one position of Accountant I to Accountant I/II in the Public Works Department.**

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

Detailed Description/Background of request
The Public Works Department has requested that one position currently allocated as Accountant I be revised to a flexibly staffed Accountant I/II classification. This change is being requested to allow for advancement opportunities within the department, enabling the County to promote employees from the entry-level to the journey-level classification once they have gained sufficient experience and demonstrated the ability to perform at the higher level.

Flexibly staffed classifications are a standard practice in the County, designed to provide a clear career path for employees and to support employee retention, motivation, and professional growth.

Prior Board Action
None.

Fiscal Impact/Funding Source
At this time, there is no fiscal impact; however, the position is currently undergoing a class study, which may result in a future recommendation for reclassification.

Action for the Clerk
None.

COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **Approve County Administrative Officer Employment contract with Joshua H. Pack, effective December 1, 2025 through November 30, 2028, with terms and conditions as set forth in the contract and contingent on satisfactory Department of Justice fingerprint report and background check.**

Approve County Administrative Officer Employment contract with **Joshua H. Pack,** effective December 1, 2025 through November 30, 2028, with terms and conditions as set forth in the contract and contingent on satisfactory Department of Justice fingerprint report and background check.

Detailed Description/Background of request

Following a competitive recruitment process the Board of Supervisors appointed Joshua H. Pack to the position of County Administrative Officer effective December 1, 2025 contingent on a satisfactory Department of Justice fingerprint and background report.

For the Board's consideration is a 3-year employment contract for Mr. Pack. The contract provides that he will be appointed at step 6 for the County Administrative Officer position and receive the same benefits and employment terms as other department heads, except as specified in the contract.

The contract front loads his standard vacation and sick time during the first year of employment. Following the first year of employment Mr. Pack will accrue vacation and sick time as normally provided for under County policies. The contract also provides that Mr. Pack will be provided 90 days severance if he is terminated without cause, consistent with his at-will employment status. He will not be provided severance if terminated for cause or if he resigns.

Following the initial 3-year term of the contract the contract will automatically renew for successive 1-year terms unless the County provides Mr. Pack with 90 days advance written notice of its intent not to renew.

Execution of this contract by the County is contingent on a satisfactory Department of Justice fingerprint and background report for Mr. Pack, which is currently pending.

Prior Board Action

Contingent appointment on December 1, 2025.

Fiscal Impact/Funding Source

Total salary (UDH Range 53, step 6) and benefits for FY 2025-26 (7 months) are approximately $195,000, and are contained in the proposed budget. Upon satisfactory performance 2.5% step increases shall be granted in December 2026 (step 7) and 2028 (step 8). Benefit costs beyond FY 2025-26 are not known at this time.

Action for the Clerk

Before final execution of the contract please check with Human Resources concerning the Department of Justice fingerprint results and background results for Mr. Pack.

ATTACHMENTS:

- CAO Employment Contract J Pack FINAL 09232025 (DOCX)

County Administrative Officer Employment Contract

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

Background

A. The County wants to employ Joshua H. Pack as a County Administrative Officer; and

B. Joshua H. Pack wants to join the County as its County Administrative Officer.

Accordingly, the County and Joshua H. Pack agree to the following:

1. **Duties and Authority:** County agrees to employ Joshua H. Pack as the County Administrative Officer. Joshua H. Pack ("CAO") shall perform all the duties and responsibilities of the County Administrative Officer as provided for in the Colusa County Code, any applicable County policies, and those duties and responsibilities as may be assigned or modified by the Colusa County Board of Supervisors from time to time.

2. **CAO Position:** The County Administrative Officer position is a full-time, management exempt, at-will position and the County considers the County Administrative Officer a "Key Employee" for leave purposes under state and federal law. Other than as specifically provided for in this Contract, CAO's employment, compensation and benefits will be governed by the Colusa County Code and the County's adopted policies applicable to appointed department heads as those provisions may be modified from time to time. Nothing in this contract shall be interpreted or applied in such a manner as to alter CAO's at-will employment status.

3. **Term:** This Contract shall have an initial term of December 1, 2025 through **November 30, 2028**. Following the initial term, this contract will automatically renew for successive 1-year terms unless the County provides CAO with written notice of the County's intent not to renew this contract at least 90 days before any renewal.

4. **Compensation:** CAO's monthly compensation will initially be set at County Salary Range 53, Step 6 ($17,812 per month or $213,744 annually), as provided for in the County's Job Class Table for the County Administrative Officer position. Compensation increases shall be made in accordance with the Colusa County Code and any applicable County policies.

5. **Leave.** CAO will be credited with the following leave balances *upon the start* of this Contract:

   A. Ten (10) days of paid vacation leave upon the start.

   During the first year of this contract CAO will accrue additional fifteen (15) days' vacation leave time per the Colusa County Personnel Rules (equaling twenty-five [25] work days paid vacation leave annually).

   Following CAO's first year of employment, CAO will accrue vacation time at the applicable rate provided for under the Colusa County Personnel Rules in accordance with CAO's time in service and position.

Attachment: CAO Employment Contract J Pack FINAL 09232025 [Revision 2] (10803 : CAO Employment Contract)

B. Two (2) days of Sick leave upon the start. Twelve (12) days of paid sick leave annually. During the first year of this contract CAO will not accrue any further sick leave time. Following CAO's first year of employment, CAO will accrue sick time at the applicable rate provided for under the Colusa County Code in accordance with CAO's time in service and position.

C. Two (2) days of Management Leave upon the start. Ten (10) days of Management Leave annually each calendar year starting from the first day of the first full pay period in January (no carry over).

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

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

B. Without cause upon fifteen (15) days written notice of termination.

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

8. **Indemnification:** The County will defend and indemnify the CAO for actions taken within the course and scope of employment as a direct consequence of the discharge of their duties on the County's behalf (excluding willful misconduct, fraud, or knowing violations of law).

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 23rd day of September 2025.

COUNTY OF COLUSA	CAO
_____	_____
Daurice K. Smith, Chair	Joshua H. Pack
APPROVED AS TO FORM:	ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors
_____	_____
Richard Stout, County Counsel	Patricia Rodriguez, Deputy Clerk

Attachment: CAO Employment Contract J Pack FINAL 09232025 [Revision 2] (10803 : CAO Employment Contract)

COUNTY OF COLUSA, CA 4.1

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Public Works/Road Department

FROM: Colt Esenwein

SUBJECT: **Adopt a Resolution authorizing the installation of a Multi-Way Stop Sign at the intersection of Old Highway 99/County Line Road and authorize the Road Commissioner to direct the installation of same.**

Adopt a Resolution authorizing the installation of a Multi-Way Stop Sign at the intersection of Old Highway 99/County Line Road and authorize the Road Commissioner to direct the installation of same.

Detailed Description/Background of request

The intersection of Old Highway 99 and County Line Road currently operates as a two-way stop with stop controls on the eastbound and westbound approaches (County Line Road). Traffic on Old Highway 99 currently flows without stop control in both northbound and southbound directions.

The Public Works Department, in coordination with Yolo County, has received repeated concerns from area residents and roadway users regarding traffic safety at this intersection. In response, an engineering traffic study was conducted in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) criteria for multi-way stop control.

The study analyzed traffic volumes, sight distances, crash history, and reported near-miss incidents. Findings indicate that the intersection meets the warrants for multi-way stop control based on:

1) Irregular geometry at the intersection
2) New business adjacent to the intersection
3) Obstacles in the path of turning trucks
3) Multiple incidents in recent history justifying multi-way stop sign control.

Yolo County, which maintains jurisdiction over the southern leg of the intersection, is concurrently pursuing authorization to install a stop sign on the northbound approach. Colusa County retains jurisdiction over the southbound approach, which is the subject of this authorization request.

Prior Board Action
While not "action" by the Board, on September 17, 2024, the Board was presented with a petition signed by 278 individuals asking to have improvements made to the intersection.

Fiscal Impact/Funding Source
Midstream Energy Partners will provide a check in the amount of $25,000 to cover the cost of the installation of the multi-way stop sign control.

Action for the Clerk
Please provide a Certified Board Order and Adopted Resolution to the Road Commissioner/Director of Public Works

ATTACHMENTS:

- Full Stop Control at Yolo County Line (PDF)
- RESOLUTION NO Stop Sign at Old Hwy 99 - CO Line Road (DOCX)



CA-MUTCD Multi-Way Stop Warrant Checklist

Intersection: Old 99 W & Yolo County Line Road, Colusa County, CA

Section 1: Intersection Details

- Location: Old 99 W & Yolo County Line Road, Colusa County, CA
- Intersection Type: 2-way Stop on County Line, Uncontrolled on Old 99

Section 2: Warrant Criteria

Criterion	Description
1. Interim Signal Condition	Is this intersection awaiting a traffic signal installation due to a met signal warrant? (☐ Yes ☑ No) (If yes, a multi-way stop may serve as a temporary control.)
2. Crash History (Warrant A)	≥ 5 reportable crashes in past 12 months, or ≥ 6 in past 36 months (correctable types only). ☐ Meets threshold? ☐ Yes ☑ No Data: ATTACHED
3. Traffic Volume (Warrant D)	Major street: ≥ 300 units/hr, Minor street: ≥ 200 units/hr. If 85th percentile speed ≥ 40 mph → thresholds ~210 & 140. ☐ Meets threshold? ☐ Yes ☑ No Data: ATTACHED
4. Sight Distance (Warrant B)	Is sight distance inadequate for minor-street approach drivers even after stopping? ☐ Yes ☑ No
5. Additional Engineering Factors (Warrant E)	Site-specific factors: high pedestrian/bike traffic, similar road classifications, frequent conflicts, nearby school/transit. ☒ Yes ☐ No Notes: _____
6. Overall Engineering Judgment	Based on all data, does a multi-way stop improve safety and operations? ☑ Yes ☐ No

Note: All thresholds and warrants per CA-MUTCD Section 2B.07. Engineering judgment is required before installation. Use local crash data, traffic counts, and field observations to complete this form.

Attachment: Full Stop Control at Yolo County Line (10772 : Stop Sign Installation at Old Highway 99 and County Line Road)

Section 3: Narrative

Intersection Context and Land Use Impacts

The intersection in question is a skewed intersection located approximately 300 feet east of the I-5 northbound on/off ramps and 150 feet west of the railroad operated by California Northern Railroad. In addition to complex geometry created by the proximity of the freeway ramps and railroad, recent changes in adjacent land use has substantially altered the operational characteristics of the intersection. The introduction of propane fueling operations has increased the daily number of turning movements and introduced hazardous material transport vehicles into an environment where delays, conflicts, or uncontrolled interactions could pose heightened public safety risks. The combination of large trucks, passenger vehicles, and agricultural equipment within a constrained roadway setting further elevates the need for enhanced traffic control beyond what simple two-way stop operation can safely accommodate.

Crash History, Near-Misses, and Public Concerns

While the accident frequency threshold has not yet been met, the rapid onset of multiple collisions within months of the new business operation is a strong indicator of deteriorating safety conditions. Near-miss reports and consistent community complaints further demonstrate that drivers are experiencing confusion, hesitation, and unexpected conflicts on a regular basis. It is well established in traffic engineering practice that waiting for additional collisions before implementing a control measure is neither prudent nor responsible, especially in locations with evolving land use and traffic patterns. The proactive installation of a four-way stop will mitigate further escalation of crash trends, reduce liability exposure for the County, and align with best practices of risk management and preventative safety planning.

Geometric Constraints and Turning Movement Challenges

Although the current accident history does not meet the crash frequency threshold outlined in MUTCD Section 2B.06, Warrant A (i.e., five or more correctable crashes within a 12-month period), there have been two reported accidents within a five-month span since the start of operations. The skewed approach angle and presence of fixed roadside obstructions severely compromise sight distance, particularly for heavy vehicles that require longer acceleration and turning paths. Inadequate sight distance increases the likelihood of angle crashes and contributes to driver hesitation, both of which degrade operational safety. Larger commercial vehicles—such as propane delivery trucks—face even greater challenges, as their wide turning radii often require encroachment into opposing lanes or extended occupation of the intersection. The absence of consistent and predictable gaps in traffic further exacerbates these risks. By introducing all-way stop control, turning vehicles will have protected opportunities to complete their movements safely, ensuring equitable use of the intersection for both heavy commercial and standard passenger vehicles.

Engineering Judgment and MUTCD Justification

The MUTCD Section 2B.07, explicitly provides flexibility for agencies to exercise engineering judgment when conditions exist that, while not strictly meeting numerical thresholds, clearly present operational hazards or safety deficiencies. The cumulative effect of skewed geometry, restricted sight lines, changing traffic patterns due to nearby industrial and hazardous material operations, and an emerging pattern of crashes strongly justify intervention. A four-way stop will simplify driver decision-making, establish clear right-of-way assignments, and create a predictable and enforceable traffic environment. This measure represents the least costly and most immediately effective safety improvement available, while still being reversible if long-term monitoring suggests a change in control is warranted. Given the unique circumstances at this intersection, the four-way stop is a reasonable and responsible solution that addresses both current and anticipated safety risks and is supported the Colusa County Sherriff's Department.

Attachment: Full Stop Control at Yolo County Line (10772 : Stop Sign Installation at Old Highway 99 and County Line Road)

Colt Esenwein

From: Colt Esenwein
Sent: Monday, July 14, 2025 10:55 AM
To: Scott Lanphier; Todd Riddiough
Cc: Horacio Lopez; Larry Harris
Subject: FW: Stop signs in the County

FYI

From: Jose Ruiz <jruiz@countyofcolusaca.gov>
Sent: Monday, July 14, 2025 10:52 AM
To: Colt Esenwein <cesenwein@countyofcolusaca.gov>
Cc: Michael Bradwell <mbradwell@countyofcolusaca.gov>
Subject: RE: Stop signs in the County

Colt,

Based on our conversation and having prior knowledge of multiple vehicle accidents occurring at the intersection of Hwy 99 and County Line Rd, along with my knowledge as a regular motorist in this area, I concur with the need for intersection control. Furthermore, I believe it is essential due to the new business establishment that is being developed near the intersection.

Jose Ruiz, Lieutenant
Colusa County Sheriff's Office
Field Services Division
929 Bridge St.
Colusa, CA 95932
Office: 530-458-0238
Cell: 530-619-9548
jruiz@countyofcolusaca.gov

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From: Michael Bradwell <mbradwell@countyofcolusaca.gov>
Sent: Monday, July 14, 2025 8:57 AM
To: Colt Esenwein <cesenwein@countyofcolusaca.gov>

Attachment: Full Stop Control at Yolo County Line (10772 : Stop Sign Installation at Old Highway 99 and County Line Road)

Cc: Jose Ruiz <jruiz@countyofcolusaca.gov>
Subject: Re: Stop signs in the County

I have CC'D Lt. Ruiz in this email. He will be your contact.
Sent from my iPhone

On Jul 14, 2025, at 8:21 AM, Colt Esenwein <cesenwein@countyofcolusaca.gov> wrote:

Mike,
Good morning, sir.

Whom should I be discussing traffic issues with in your Department? (History and current issues)

Thanks,

D. Colt Esenwein, PE
Public Works and Airport Operations Director
County of Colusa
1215 Market Street, Colusa, CA 95932
O: 530.458.0487 | M: 530.789.1778
Road Maintenance Request

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Attachment: Full Stop Control at Yolo County Line (10772 : Stop Sign Installation at Old Highway 99 and County Line Road)

COLUSA COUNTY SHERIFF'S OFFICE

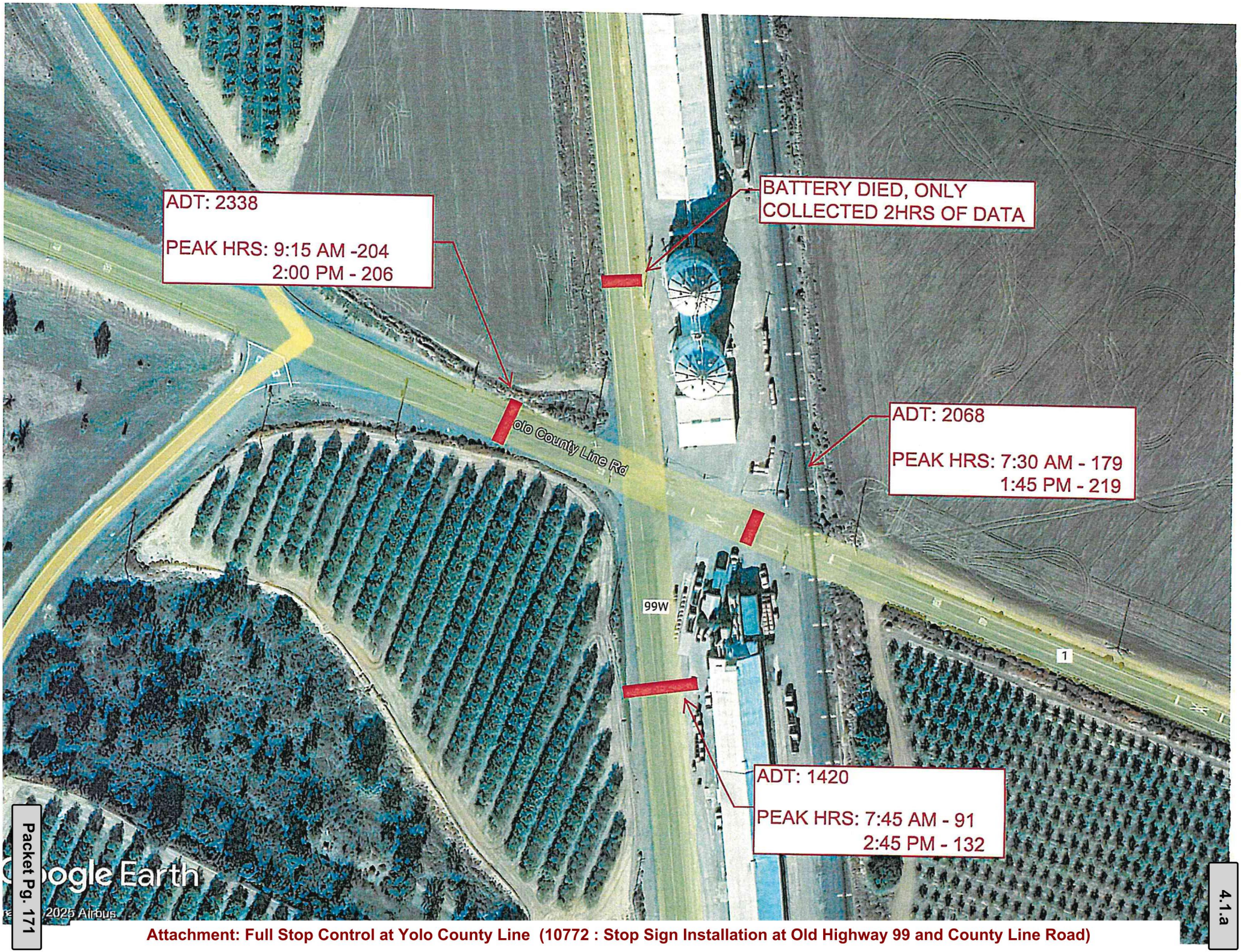
Location History for Old Hwy 99W/YOLO County Line Rd

08/05/2025

Date	Event #	Deputy	Description
02/05/2024	Incident 2402050007		PUBLIC - COMPLETED
08/16/2024	Incident 2408160017		11-95 - COMPLETED
08/17/2024	Incident 2408170072		11-95 - COMPLETED
10/08/2024	Incident 2410080026		FLAG - COMPLETED
10/12/2024	Incident 2410120019		11-95 - WARNING (CITE/VERBAL)
10/27/2024	Incident 2410270028		11-95 - COMPLETED
11/08/2024	Incident 2411080055		VEHCK - COMPLETED
11/28/2024	Incident 2411280047		TRAFFIC - TRANSFERRED TO CHP
12/03/2024	Incident 2412030027	Avila, Francisco	SUSCIRC - COMPLETED
12/05/2024	Incident 2412050032	Avila, Francisco	WELFCK - GONE ON ARRIVAL
12/13/2024	Incident 2412130008		11-95 - COMPLETED
02/06/2025	Incident 2502060049		ACCNON - TRANSFERRED TO CHP
03/08/2025	Incident 2503080055		11-95 - COMPLETED
05/29/2025	Incident 2505290061		11-95 - WARNING (CITE/VERBAL)
07/19/2025	Incident 2507190030		ACCINJ - COMPLETED
07/30/2025	Incident 2507300002		VEHCK - COMPLETED

: 2

Attachment: Full Stop Control at Yolo County Line (10772 : Stop Sign Installation at Old Highway 99 and County Line Road)


ADT: 2338
PEAK HRS: 9:15 AM -204
2:00 PM - 206
BATTERY DIED, ONLY
COLLECTED 2HRS OF DATA
Yolo County Line Rd
ADT: 2068
PEAK HRS: 7:30 AM - 179
1:45 PM - 219
99W
1
ADT: 1420
PEAK HRS: 7:45 AM - 91
2:45 PM - 132
Google Earth
2025 Airbus

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA AUTHORIZING THE INSTALLATION OF A MULTI-WAY STOP AT THE INTERSECTION OF OLD HIGHWAY 99 AND COUNTY LINE ROAD

WHEREAS, the intersection of Old Highway 99 and County Line Road currently operates under two-way stop control, with existing stop signs controlling eastbound and westbound traffic on County Line Road; and

WHEREAS, the Colusa County Department of Public Works, in coordination with Yolo County, has received concerns from residents and roadway users regarding traffic safety at this intersection; and

WHEREAS, an engineering traffic study was conducted in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD), and the study determined that the intersection meets warrants for multi-way stop control based on traffic volumes, collision history, and sight distance considerations; and

WHEREAS, Yolo County is concurrently pursuing authorization to install a stop sign on the northbound approach of Old Highway 99, and Colusa County retains jurisdiction over the southbound approach; and

WHEREAS, the Board of Supervisors finds that the installation of a multi-way stop at this intersection will enhance public safety and improve traffic operations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Colusa hereby authorizes and directs the Colusa County Public Works Department to install an R1-1 Stop Sign and all necessary pavement markings and signage to control **southbound traffic on Old Highway 99 at County Line Road**, thereby converting the intersection to a multi-way stop-controlled intersection.

BE IT FURTHER RESOLVED that the Public Works Director is authorized to coordinate with Yolo County for the concurrent installation of the corresponding stop sign on the northbound approach within their jurisdiction.

BE IT FURTHER RESOLVED that the Public Works Director is authorized to accept a check in the amount of twenty-five thousand dollars ($25,000) from Midstream Energy Partners as payment for the cost of the installation of the multi-way stop sign control.

PASSED AND ADOPTED this 23rd day of August, 2023 by the following vote:

AYES:

NOES:

Attachment: RESOLUTION NO Stop Sign at Old Hwy 99 - CO Line Road [Revision 3] (10772 : Stop Sign Installation at Old Highway 99 and

ABSENT:

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: RESOLUTION NO Stop Sign at Old Hwy 99 - CO Line Road [Revision 3] (10772 : Stop Sign Installation at Old Highway 99 and

COUNTY OF COLUSA, CA

4.2

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Ricky Luigard

SUBJECT: Approve Hangar Lease Agreement with Heath Krug for Airport hangar # 4.

Approve Hangar Lease Agreement with **Heath Krug** for Airport hangar # 4.

Detailed Description/Background of request

Previous lessee terminated their lease agreement. Staff contacted the next interested party from the waiting list, Heath Krug.

Prior Board Action

none

Fiscal Impact/Funding Source

none

Action for the Clerk

Please obtain signature, number lease agreement and email to:
dpwaccounting@countyofcolusaca.gov

ATTACHMENTS:

- Hangar 4 Krug Lease (PDF)

Hangar Lease Agreement

This Hangar Lease Agreement ("Lease") is between the County of Colusa, a political subdivision of the State of California ("County"), and Heath Krug ("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. Lessee wants to enter into a lease with the County.

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 and improvements referred to as Hangar #4 on the Colusa County Airport, located at 2915 State Route 20, Colusa, California.

3. **Term.** The term of this Lease shall be October 1, 2025 to September 30, 2040 (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.

4. **Rent.** Starting on October 1, 2025, Lessee shall pay County rent in annual installments, as follows:

A. **Rent Amount.** The Rent shall be $1,560.00 per year. County will invoice Lessee for due rent.

B. **Rent Adjustments.** Beginning on the fifth annual anniversary of January 1, 2026, 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

Attachment: Hangar 4 Krug Lease (10756 : Approve Hangar Lease Agreement with Heath Krug)

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. **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.

9. **Compliance with Law and FAA Regulations.** Lessee shall comply with all federal, state and local laws, ordinances, orders and regulations affecting the Premises

Attachment: Hangar 4 Krug Lease (10756 : Approve Hangar Lease Agreement with Heath Krug)

including any applicable regulations of the Federal Aviation Administration, and any rules or policies existing or enacted by the County governing the airport.

10. **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.

11. **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.

12. **Delivery, Acceptance, Repair, 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 maintain and keep the premises in a neat, clean and safe condition. Lessee shall also be responsible for the repair of all damage to the hangar or public use areas caused by Lessee's carelessness or negligence. Lessee shall immediately report any damage caused to the hangar to the Airport Manager. The County shall maintain the hangar in good repair and make all necessary maintenance repairs to the hangar. Lessee shall surrender the Premises to County at the end of the Lease.

13. **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.

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.

Attachment: Hangar 4 Krug Lease (10756 : Approve Hangar Lease Agreement with Heath Krug)

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.

14. **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.

15. **Damage or Destruction of Premises, Site Improvements, Fixtures, or Structures.** Lessee is required to maintain the Premises, fixtures, and structures in good condition, order, and appearance. In the event of damage or destruction to the Premises, 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.

16. **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. In the event of transfer of ownership of the aircraft, the new owner has the option to assume the lease of the hangar for that particular aircraft.

17. **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,

Attachment: Hangar 4 Krug Lease (10756 : Approve Hangar Lease Agreement with Heath Krug)

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.

18. **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: Heath Krug
16 Tara Dr,
Colusa, CA. 95932

19. **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.

20. **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.

21. **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.

22. **Termination:** This Lease may be terminated:

A. Immediately for cause if either party violates any term or provision of this Lease;

B. If the hangar is not used to store an owned aircraft or if left unoccupied for more than 180 days, the Lessee shall surrender the hanger and vacate the premises unless prior written permission is obtained from the County. Reimbursement of remaining lease funds shall be returned as provided in item 22.C of this agreement.

C. By either party by giving thirty (30) days written notice to the other party, Lessee shall be reimbursed for any prepaid hangar fee on a prorated basis for each month remaining during the payment period.

23. **Partial Invalidity.** If any provision of this Lease is held to be invalid, void, or

Attachment: Hangar 4 Krug Lease (10756 : Approve Hangar Lease Agreement with Heath Krug)

unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

24. **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.

25. **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.

26. **Surrender of the Premises.** Upon expiration or termination of this Lease, Lessee shall leave the surrendered Premises in a well maintained, sanitary, and clean condition, normal wear and tear excepted.

COUNTY OF COLUSA

_____Date:_____
Daurice Smith, Chair

HEATH KRUG, LESSEE

_____Date:_____
Signature

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

To be completed by airport staff following execution of lease:

Aircraft N#:_____

Lock Combination:_____ **or** **Key Provided:** ☐ **Yes** ☐ **No** ☐

Attachment: Hangar 4 Krug Lease (10756 : Approve Hangar Lease Agreement with Heath Krug)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **September 23, 2025**

DEPARTMENT: **Auditor**

FROM: **Robert Zunino**

SUBJECT: **Adopt a Resolution authorizing four-year audit compilation followed by full audit for the Maxwell Cemetery District.**

Adopt a Resolution authorizing four-year audit compilation followed by full audit for the Maxwell Cemetery District.

Detailed Description/Background of request

At the February 28, 2023 Board of Supervisors meeting, I announced that my office will no longer provide annual audit services to Colusa County's Special Districts due to changes in audit standards/requirements and staff reductions within my department. Several special districts within the County expressed concern due to the costs associated with an annual audit and the difficulty they were facing in obtaining a CPA firm that was willing to contract with them as a client.

At its June 11, 2025 meeting, the Maxwell Cemetery District Board of Trustees voted unanimously to pursue a request of the Colusa County Board of Supervisors for approval of a change to the district's audit policy that would allow them to perform a four-year audit compilation followed by a full audit as per GC 6505 and 26909.

Government Code 26909 (b):
A special district may, by unanimous request of the governing board of the special district and with unanimous approval of the board of supervisors, replace the annual audit required by this section with one of the following, performed in accordance with professional standards, as determined by the county auditor:

(1) A biennial audit covering a two-year period.
(2) An audit covering a five-year period if the special district's annual revenues do not exceed an amount specified by the board of supervisors.
(3) An audit conducted at specific intervals, as recommended by the county auditor, that shall be completed at least once every five years.

My department has been conducting annual audits for this district for many years and to my knowledge there have never been any audit findings. Based on this fact, it is my recommendation to the Board of Supervisors that they approve this resolution allowing the district to change their audit policy of transitioning to a four-year audit compilation followed by a full audit.

Prior Board Action
None

Fiscal Impact/Funding Source
None to the county - audit costs will be incurred by special district.

Action for the Clerk
Provide County Auditor-Controller copy of approved resolution.

ATTACHMENTS:

- Maxwell Cemetery Audit Resolution 2025-002 (PDF)
- Maxwell Cemetery Audit BOS Resolution (DOCX)

RESOLUTION NO. 2025-002

RESOLUTION OF MAXWELL CEMETERY DISTRICT ADOPTING ACCOUNTING SERVICES AGREEMENT

WHEREAS, California Government Code (GC) Section 53891 outlines necessary steps to prepare Compilations for fiscal years ending June 30, 2024, June 30, 2025, June 30, 2026 and June 30, 2027 and audit for fiscal year ending June 30, 2028.

THEREFORE, the Board of Trustees of the Maxwell Cemetery District will hire the firm of Robert W. Johnson, an accountancy corporation, located in Citrus Heights, California, to perform the aforementioned accounting services

ROBERT W. JOHNSON, an Accounting Corporation will also prepare the District's Financial Transactions Reports (FTR's) for the fiscal years June 30, 2024 through June 30, 2028

Attachment: Maxwell Cemetery Audit Resolution 2025-002 (10765 : Four-Year Audit Compilation/Full Audit for the Maxwell Cemetery District)

in compliance with the California State Controller's Office reporting requirements.

WHEREAS on June 11, 2025 the Board of Trustees adopted Resolution No. 2025-002.

WHEREAS this Resolution was passed by the Board of Trustees with the following vote.
Yes:
William Barrett, Jr.
Maria Carrancho
Stan Roper

Signed:

William Barrett Jr

William Barrett, Jr.

Maria Carrancho

Maria Carrancho

Stan Roper

Stan Roper

Attachment: Maxwell Cemetery Audit Resolution 2025-002 (10765 : Four-Year Audit Compilation/Full Audit for the Maxwell Cemetery District)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CONSENTING TO PREPARATION OF A FOUR-YEAR AUDIT COMPILATION FOLLOWED BY A FULL AUDIT BY THE MAXWELL CEMETERY DISTRICT

WHEREAS, the Maxwell Cemetery District Board of Trustees has requested a modification from having annual financial audits prepared to having a four-year audit compilation conducted for fiscal years 2023/2024 through 2026/2027 followed by a full audit in fiscal year 2027/2028; and

WHEREAS, such modification requires the consent of the Board of Supervisors; and

WHEREAS, the Maxwell Cemetery District, having sound financial practices in place, evidenced by having had no findings in their recent audit history; and

WHEREAS, the County Auditor recommends the Maxwell Cemetery District be allowed to have a four-year audit compilation followed by a full audit prepared;

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby concurs that the Maxwell Cemetery District may have a four-year audit compilation conducted for fiscal years 2023/2024 through 2026/2027 followed by a full audit conducted in fiscal year 2027/2028.

RESOLUTION PASSED AND ADOPTED this 23rd day of September 2025 by the following vote:

AYES:

NOES:

ABSENT:

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

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

By: _____
Patricia Rodriquez, Deputy

APPROVE TO FORM:

_____
Richard Stout, County Counsel

Attachment: Maxwell Cemetery Audit BOS Resolution (10765 : Four-Year Audit Compilation/Full Audit for the Maxwell Cemetery District)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Adopt a Resolution declaring vehicle as surplus property and authorize donation to the Tri Counties Community Action Partnership.**

Adopt a Resolution declaring vehicle as surplus property and authorize donation to the **Tri Counties Community Action Partnership**.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) has identified a 2011 Ford Fusion for donation. Pursuant to Government Code section 25372, the County may donate real or personal property to another public agency or qualifying nonprofit organization, provided the item continues to be used for a public purpose and need. This statute further authorizes the County to place conditions on the donated property.

DHHS requests that the Board approve donation of the vehicle to the Tri Counties Community Action Partnership (TCCAP). TCCAP plays a vital role in supporting the health and well-being of Colusa County residents through programs such as transportation services, community health workers (CHWs), and enhanced care management. Transportation is one of the greatest barriers for many individuals in accessing medical appointments and essential services. DHHS regularly refers clients to TCCAP's transportation program to ensure residents can attend appointments, pick up prescriptions, and meet other critical health needs. CHWs further extend TCCAP's reach by providing education, advocacy, and direct support, helping residents navigate complex systems, complete applications, and connect with vital resources.

TCCAP qualifies as an eligible agency under Government Code section 25372, and its proposed use of the vehicle clearly serves a public purpose and need. To safeguard continued compliance, the proposed resolution specifies that if TCCAP later chooses to dispose of the vehicle, it must either transfer it to another qualifying agency or, if no such transfer is possible, obtain the written consent of the Board of Supervisors prior to disposition.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk
Please number resolution and obtain signatures.

ATTACHMENTS:

- Resolution_Vehicle Donation_TCCAP (DOCX)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING CERTAIN FIXED ASSETS AS SURPLUS PROPERTY AND AUTHORIZING DONATION

WHEREAS, Government Code section 25372 provides that the Board of Supervisors may, after declaring surplus, donate real or personal property to any public agency or organization exempt from taxation provided that said property shall be used for the public benefit;

WHEREAS, Government Code section 25372 further provides that the Board of Supervisors may impose terms and conditions on the property being donated;

WHEREAS, the Department of Health and Human Services no longer has need of a 2011 FORD FUSION, Vin# 3FAHP0HGXBR304512, and desires to declare the item surplus and remove it from the County inventory of fixed assets;

WHEREAS, the Tri Counties Community Action Partnership (TCCAP) has need of this vehicle to provide transportation services to citizens within Colusa County to access essential services and attend medical appointments; and

WHEREAS, TCCAP is an eligible agency to receive a donation from the County of Colusa.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors declares the 2011 FORD FUSION, Vin# 3FAHP0HGXBR304512 as surplus and authorizes its removal from the County inventory of fixed assets;

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors authorizes the transfer of the County's right, title and interest in the above-referenced vehicle to the Tri Counties Community Action Partnership for the purpose of providing transportation services to citizens within Colusa County to ensure residents can attend medical appointments, pick up prescriptions and meet other critical health needs; and

BE IT FURTHER RESOLVED, that the Tri Counties Community Action Partnership is prohibited from selling or otherwise transferring the vehicle to any party, unless the other party is a special district or 510(c)(3) corporation, without the express written consent of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:

Attachment: Resolution_Vehicle Donation_TCCAP (10758 : Adopt Resolution Authorizing Donation of Fixed Asset)

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

By:_____
Patricia Rodriguez, Deputy Clerk

Attachment: Resolution_Vehicle Donation_TCCAP (10758 : Adopt Resolution Authorizing Donation of Fixed Asset)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: Approve MOU with the Ministerial Association of California Counties for the loaning of equipment and vehicles to support the Senior Nutrition Program.

Approve MOU with the **Ministerial Association of California Counties** for the loaning of equipment and vehicles to support the Senior Nutrition Program.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) requests approval of a Memorandum of Understanding (MOU) between the County of Colusa and the Ministerial Association of California Counties (MACC). This MOU establishes the terms under which the County will loan certain equipment and vehicles to MACC in support of the Senior Nutrition Program.

The intent of this agreement is to ensure that critical nutrition services for eligible seniors in Colusa County continue without interruption. By allowing MACC the use of this equipment and these vehicles, the County helps sustain meal preparation and delivery operations that many seniors rely on for both nutrition and social well-being.

Since DHHS is no longer administering the Senior Nutrition Program directly, the equipment and vehicles are not currently needed for other departmental functions. Loaning them to MACC represents a practical and efficient use of County resources, ensuring that assets previously dedicated to senior services remain aligned with their original public purpose.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please number agreement, obtain signatures and forward to:

Ministerial Association of California Counties
415 Bridge St.

Colusa, Ca, 95932

ATTACHMENTS:

- MOU_DHHS and MACC (DOCX)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MINISTERIAL ASSOCIATION OF CALIFORNIA COUNTIES AND THE COUNTY OF COLUSA

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the Ministerial Association of California Counties, a California Nonprofit Corporation ("MACC"), and County of Colusa, a political subdivision of the State of California ("COUNTY").

WHEREAS, COUNTY desires to loan equipment and vehicles to MACC free of charge for the purpose of supporting the Senior Nutrition Program as listed in Attachment A. This MOU is intended to ensure the continued provision of nutrition services to eligible seniors in Colusa County. All equipment and vehicles being loaned to MACC as outlined in this MOU shall be used solely for the provision of services within Colusa County to Colusa County residents.

NOW, THEREFORE, in consideration, the parties agree as follows:

1. **COUNTY RESPONSIBILITIES.**

   A. COUNTY agrees to:

      a. Loan to MACC, at no cost, the equipment and vehicles listed in Attachment "A", which are necessary for the operation of the Senior Nutrition Program. All loaned equipment and vehicles remain the property of the COUNTY.

      b. Remove all County markings, decals, and other identifying features from the equipment and vehicles prior to transferring them to MACC.

      c. Make the equipment and vehicles available for pickup by MACC at a mutually agreed time and location.

      d. Provide technical assistance or guidance regarding proper use of the equipment or vehicles upon request.

2. **MACC RESPONSIBILITIES.**

   A. MACC agrees to:

      a. Use the borrowed equipment and vehicles solely for the Senior Nutrition Program.

      b. Maintain the equipment and vehicles in good working order and return them in the same condition, reasonable wear and tear excepted.

Attachment: MOU_DHHS and MACC [Revision 1] (10773 : Approve MOU with Ministerial Association of California Counties)

c. Promptly report any damage, loss, or theft of the equipment or vehicles to the COUNTY.

d. Allow the COUNTY to inspect the equipment or vehicles upon request.

3. TERM OF MOU

A. The term of this MOU shall be for one year beginning as of the last date it has been signed by both parties. The MOU may be extended in additional one-year increments upon mutual written agreement by both parties.

B. This MOU may be amended or modified only by written agreement signed by authorized representatives of both MACC and COUNTY. Any proposed amendment shall be submitted in writing and shall include a description of the proposed changes. Both parties must review and approve the proposed amendments before they become effective. Amendments will be deemed valid only when signed and dated by both parties and attached to this MOU as an addendum or revised version of the document.

4. TERMINATION OF MOU

A. If either party materially fails to perform its responsibilities under this MOU to the satisfaction of the other party, or if a party fails to fulfill in a timely and professional manner its responsibilities under this MOU, or if either party violates any of the terms or provisions of this MOU, then the other party shall have the right to terminate this MOU for cause effective immediately upon giving written notice thereof. If termination for cause is given by a party and it is later determined that the party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this section.

B. Either MACC or COUNTY may terminate this MOU without cause on 30 days written notice to the other party. Upon termination, MACC shall return all borrowed equipment and vehicles to COUNTY in good condition, reasonable wear and tear excepted.

5. ENTIRE MOU; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

A. This MOU supersedes all previous MOUs relating to the subject of this MOU and constitutes the entire understanding of the parties hereto. Neither MACC nor COUNTY shall be entitled to any other benefits other than those specified herein. MACC and COUNTY specifically acknowledge that in entering into and executing this MOU, each party relies solely upon the provisions contained in this MOU and no others.

B. No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by both parties.

C. The headings that appear in this MOU are for reference purposes only and shall not

Attachment: MOU_DHHS and MACC [Revision 1] (10773 : Approve MOU with Ministerial Association of California Counties)

affect the meaning or construction of this MOU.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this MOU and the provisions of any of this MOU's exhibits or appendices, the provisions of this MOU shall govern.

6. GENERAL PROVISIONS.

A. This MOU does not create a partnership or joint venture between the parties.

B. This MOU is not intended to create any legally binding obligations beyond those described herein.

C. Amendments to this MOU must be made in writing and signed by both parties.

D. No payment or compensation of any kind shall be required by either party in connection with the loan of the equipment and vehicles.

7. NOTICES.

A. Any notices required or permitted pursuant to the terms and provisions of this MOU shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by certified or registered mail, postage prepaid, two days after the date of mailing.

If to MACC:

Ministerial Association of California Counties
415 Bridge St.
Colusa, Ca, 95932

If to COUNTY:

Department of Health and Human Services
Attn: Director
251 E. Webster St.
Colusa, Ca, 95932

8. INDEMNIFICATION.

MACC shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's

Attachment: MOU_DHHS and MACC [Revision 1] (10773 : Approve MOU with Ministerial Association of California Counties)

fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, subcontractors, or volunteers.

9. INSURANCE.

A. MACC shall be responsible for the care, custody, and proper use of all equipment and vehicles loaned under this MOU and shall return all items in good working condition, reasonable wear and tear excepted. MACC agrees to indemnify, defend, and hold harmless the County of Colusa, its officers, employees, and agents from any and all claims, liabilities, damages, losses, or expenses arising from or related to MACC's use or misuse of the loaned equipment, except to the extent caused by the County's negligence or willful misconduct.

B. MACC shall maintain in full force and effect during the full term of this MOU commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than $2 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

10. COMPLIANCE WITH LAWS.

COUNTY and MACC shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this MOU.

11. CONFLICTS OF INTEREST.

MACC and COUNTY's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this MOU.

12. SEVERABILITY.

If any portion of this MOU or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or MACC ordinance, the remaining provisions of this MOU, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this MOU are severable.

Attachment: MOU_DHHS and MACC [Revision 1] (10773 : Approve MOU with Ministerial Association of California Counties)

13. ATTACHMENTS

Attachment A – Senior Nutrition Equipment and Vehicle List

IN WITNESS WHEREOF, MACC and COUNTY have executed this Memorandum of Understanding.

COUNTY OF COLUSA
A political Subdivision of the State of California

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Clerk

MINISTERIAL ASSOCIATION OF CALIFORNIA COUNTIES
A California Nonprofit Corporation

_____
Jason McMullan, Executive Director

Attachment: MOU_DHHS and MACC [Revision 1] (10773 : Approve MOU with Ministerial Association of California Counties)

Attachment A

Senior Nutrition Equipment and Vehicle List

COUNTY ASSET ID#	DESCRIPTION	SERIAL NUMBER	COUNTY DEPT #
0024060	Freezer - 54" Solid Door Reach-In (Avantco)	197965732	833
0024062	Refrigerator 54" Solid Door Reach-In (Avantco)	023666507	833
0024061	Salad Bar - Prep Table - 60" 2 Drw (Avantco)	1025391481	833
0024064	Salad Bar - Prep Table - 60" 2 Drw (Avantco)	620568940	833
0023877	Surface Pro 8 Plus Accessories See 0023877-001	0F01S27232401J	833
0023878	Surface Pro 8 Plus Accessories See 0023878-001	0F013Y0232001J	833
0023879	Surface Pro 8 Plus Accessories See 0023879-001	0F013ZE232001J	833
0901264	Vehicle - Ford Transit 2023	IFTYE1Y86PKB54764	833
9012641	Vehicle - Ford Transit 2023 - Coldtainer	2210915F2804	833
0018289	Printer Dell All-in-One	NA	5033
0018376	Sandwich/Salad Unit Cosco	NA	5033
0018379	TV NBF Mobile TV Stand	NA	5033
008843	Hot Dog Steam Table	NA	5033

Attachment: MOU_DHHS and MACC [Revision 1] (10773 : Approve MOU with Ministerial Association of California Counties)

COUNTY OF COLUSA, CA 6.3

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Sheriff

FROM: Mathew Purcell

SUBJECT: Adopt a Resolution authorizing the Colusa County Sheriff's Office to apply for the 2025 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program and to accept any awarded funds.

Adopt a Resolution authorizing the Colusa County Sheriff's Office to apply for the 2025 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program and to accept any awarded funds.

Detailed Description/Background of request

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary source of federal justice funding for state and local jurisdictions. This is a non-competitive grant, and our county has been pre-awarded $17,215.00. With the county's approval, the Colusa County Sheriff's Office is applying to serve as the lead agency for these funds.

Our proposed project falls under the Law Enforcement Programs purpose area, with a focus on violent crime reduction and drug enforcement. We are seeking JAG funding to purchase critical communication equipment for the Special Operations and Response (S.O.A.R.) Team. Upgraded communication capabilities will enhance coordination and safety during high-risk operations, strengthening the team’s effectiveness in apprehending violent offenders and disrupting drug-related activity. Ultimately, this investment will contribute to a safer community by removing dangerous individuals from our streets.

Prior Board Action

This is the first year the Sheriff's Office has applied for the Jag Equipment and Training Program.

Fiscal Impact/Funding Source

The fiscal impact would be minimal. There is no required matching funds. The county was awarded $17, 215.00. The sheriff's Office is applying for $17,170.00 to purchase communication equipment for our Special Operation and Response Team (S.O.A.R.).

Action for the Clerk

A) Please return two certified copies of Signature Resolution to Sgt. Mathew Purcell for grant application submission.
B) Sign attached Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement.

ATTACHMENTS:

- governing body resolution (DOCX)
- Attachment-A-JAG-RFA-Budget-Attachment_Final (XLSX)
- Appendix-C-Certification-of-Compliance-with-BSCC-Policies-Regarding-Debarment (DOCX)
- Project Narrative (DOCX)
- JAG Application (PDF)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COLUSA COUNTY SHERIFF'S OFFICE TO APPLY FOR THE 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT EQUIPMENT AND TRAINING PROGRAM ADMINISTERED BY THE BOARD OF STATE AND COMMUNITY CORRECTIONS (herafter referred to as the BSCC) AND TO ACCEPT ANY AWARDED FUNDS

WHEREAS, the Colusa County Sheriff's Office desires to participate in the 2025 Edward Byrne Memorial Justice Assistance Grant Equipment and Training Program administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

WHEREAS, the Colusa County Sheriff's Office has identified a critical operational need to improve communication capabilities for its Special Operation and Response (S.O.A.R.) Team during high-risk law enforcement activities. These operations often involve violent crime and drug enforcement in rural or logistically challenging areas where clear, secure communication is essential for officer safety and mission success;

WHEREAS, this need was identified through internal reviews, after-action reports, and feedback from field personnel, all of which highlighted communication limitations as a recurring concern during critical incidents. In particular, there is a need for advanced, noise-canceling, multi-functional communication devices that allow officers to maintain reliable, discreet contact with both squad members and dispatch;

WHEREAS, this equipment will directly support the Sheriff's Office in conducting more efficient and safer operations targeting violent crime and illegal drug activity. The ability to maintain constant, clear communication enhances tactical coordination and significantly increases the safety of deputies and the public. The S.O.A.R. team is often utilized during the Sheriff's Office's initiatives to take several violent crime individuals off the street making the community safer. Large operations for violent crime reduction efforts or drug enforcement involves the utilization of our department's S.O.A.R. team.

NOW, THEREFORE, BE IT RESOLVED that the County of Colusa Board of Supervisors hereby authorizes the Colusa County Sheriff to submit the grant application for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED, the Sheriff is authorized to accept any awarded grant funds which shall only be used in accordance with the grant and the law.

//

//

Attachment: governing body resolution [Revision 1] (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice Assistance Grant

PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: governing body resolution [Revision 1] (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice Assistance Grant

BSCC CALIFORNIA

CPGP CORRECTIONS PLANNING AND GRANT PROGRAMS

JAG Equipment and Training Program

Name of County Applicant: *Colusa County Sheriff's Office*

Note: Rows 7-10 will auto-populate based on the information entered in the budget Categories (Services and Supplies, etc.)

Budget Category	Total
1. Services and Supplies	$3,490
2. Equipment/Fixed Assets	$13,680
3. Training Expenses	$0
4. Indirect Costs	$0
TOTAL	**$17,170**

1a. Services and Supplies

Itemized List of Services or Supplies	Calculation for Expenditure	Total
Example: Office Supplies (Paper, Pens, etc.)	$350/month x 12 Months	$4,200
12 custom cables to integrate Invisio X7 systems to our radios	$253.15 X 12	$3,038
12 six packs of foam tips for Invisio X7 devices	$37.65 X 12	$452
TOTAL		**$3,490**

1b. Services and Supplies Narrative:

Compatible cables and foam tips for the Invisio X7 Communication Device, these cables are assential as they connect the communication device to our current radios. The foam tips come in packs of 6. They sit comfortably in your ear and are a requirement if you want the noise cancelation feature to work properly. These advanced, noise-canceling devices are fully compatible with our current gear and enable seamless communication both within the squad and directly with dispatch. The devices as seen listed below under Equipement / Fixed Assets will be assigned to the 12 members of our Special Operations and Response (S.O.A.R.) Team, who conduct high-risk search warrants related to drug enforcement and violent crime. The S.O.A.R. Team is also deployed for critical incidents involving armed and dangerous offenders. Their work directly supports the Sheriff's Office mission to apprehend violent and drug-related criminals, enhancing public safety throughout the community. By arresting violent crime offenders and drug offenders (specifically drug dealers) it reduces the amount of violent crimes happening in our community.

This equipment will directly support the Sheriff's Office in conducting more efficient and safer operations targeting violent crime and illegal drug activity. The ability to maintain constant, clear communication enhances tactical coordination and significantly increases the safety of deputies and the public.

These investments align with the Law Enforcement Program Purpose Area by improving tactical response capabilities and enhancing officer safety. They also support Drug Enforcement by strengthening operational effectiveness during narcotics investigations and apprehension of drug traffickers.

2a. Equipment/Fixed Assets

Itemized List of Professional Service(s)	Calculation for Expenditure	Total
Example: Purchase of Vehicle	Toyota Prius @ Market Value	$24,000
12 Invisio X7 Communication Device	$1,140.00 X 12	$13,680
TOTAL		**$13,680**

2b. Equipment/Fixed Assets Narrative

The Invisio X7 Communication Device, along with its compatible cables and foam tips, functions as a three-part system essential to our communications setup. These advanced, noise-canceling devices are fully compatible with our current gear and enable seamless communication both within the squad and directly with dispatch. The devices will be assigned to the 12 members of our Special Operations and Response (S.O.A.R.) Team, who conduct high-risk search warrants related to drug enforcement and violent crime. The S.O.A.R. Team is also deployed for critical incidents involving armed and dangerous offenders. Their work directly supports the Sheriff's Office mission to apprehend violent and drug-related criminals, enhancing public safety throughout the community. By arresting violent crime offenders and drug offenders (specifically drug dealers) it reduces the amount of violent crimes happening in our community.

This equipment will directly support the Sheriff's Office in conducting more efficient and safer operations targeting violent crime and illegal drug activity. The ability to maintain constant, clear communication enhances tactical coordination, reduces response time, and significantly increases the safety of deputies and the public.

These investments align with the Law Enforcement Program Purpose Area by improving tactical response capabilities and enhancing officer safety. They also support Drug Enforcement by strengthening operational effectiveness during narcotics investigations and apprehension of drug traffickers.

3a. Training Expenses

Itemized of Equipment/Fixed Asset	Calculation for Expense	Total
Example Crisis Response Training	$1200 Reg. Fees * 4 Participants + Lodging 2 rooms @ $200/night * 2 nights + Per Diem $150/person * 2 days	$6,800
TOTALS		**$0**

Attachment: Attachment-A-JAG-RFA-Budget-Attachment_Final (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice Assistance

3b. Training Expenses
Enter narrative here. You may expand cell height if needed.

4a. Indirect Costs				
For this grant program, indirect costs may be charged using only **one** of the two options below:	Rate	Direct Costs	Max. Allowable Indirect Costs	Grant Funds
If the applicant does not have a federally approved indirect cost rate, the applicant may claim indirect costs using the Federal De Minimis, 15% of Modified Total Direct Costs (calculated as 15% multiplied by total direct costs, minus equipment, plus up to the first $50,000 of each subcontract) ***If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277**	15.00%	$3,490	$523	
If the applicant has a federally approved indirect cost rate, may claim indirect costs up to the organization's federally approved indirect cost rate. ***If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278**		$17,170	$0	

4b. Indirect Costs Narrative
Enter narrative here. You may expand cell height if needed.

Attachment: Attachment-A-JAG-RFA-Budget-Attachment_Final (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice Assistance

Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[ ] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[ ] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[ ] I/We will hold subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (**verified e-signature is acceptable**) **X**			DATE

DRAFT

Attachment: Appendix-C-Certification-of-Compliance-with-BSCC-Policies-Regarding-Debarment (10771 : Adopt Resolution for 2025 Edward

The Colusa County Sheriff's Office has identified a critical operational need to improve communication capabilities for its Special Operation and Response (S.O.A.R.) Team during high-risk law enforcement activities. These operations often involve violent crime and drug enforcement in rural or logistically challenging areas where clear, secure communication is essential for officer safety and mission success.

This need was identified through internal reviews, after-action reports, and feedback from field personnel, all of which highlighted communication limitations as a recurring concern during critical incidents. In particular, there is a need for advanced, noise-canceling, multi-functional communication devices that allow officers to maintain reliable, discreet contact with both squad members and dispatch.

This need directly supports the following JAG Program Purpose Areas:

Law Enforcement Programs: Drug Enforcement and Violent Crime Reduction Initiatives

Proposed Use of JAG Funds:

a) Equipment and Supplies to be Purchased:

JAG grant funds will be used to purchase the following equipment to improve communication capabilities for the Colusa County Sheriff's Office's S.O.A.R. Team:

- 12 Invisio X7 Inner Ear Noise-Canceling Communication Devices - Law Enforcement Programs both Drug Enforcement and Violent Crime Reduction Initiatives.
- 12 Custom cables to integrate the Invisio X7 systems with existing department radios - Law Enforcement Programs both Drug Enforcement and Violent Crime Reduction Initiatives.
- 12 six packs of foam tips for Invisio X7 Device - Law Enforcement Programs both Drug Enforcement and Violent Crime Reduction Initiatives.

The Invisio X7 Communication Device, along with its compatible cables and foam tips, functions as a three-part system essential to our communications setup. These advanced, noise-canceling devices are fully compatible with our current gear and enable seamless communication both within the squad and directly with dispatch. The devices will be assigned to the 12 members of our Special Operations and Response (S.O.A.R.) Team, who conduct high-risk search warrants related to drug enforcement and violent crime. The S.O.A.R. Team is also deployed for critical incidents involving armed and dangerous offenders. The S.O.A.R. team is an intricate part of the Colusa County Sheriff's Office's violent crime reduction initiatives. Their work directly supports the Sheriff's Office mission to apprehend violent and drug-related criminals, enhancing public safety throughout the community.

This equipment will directly support the Sheriff's Office in conducting more efficient and safer operations targeting violent crime and illegal drug activity. The ability to maintain constant, clear communication enhances tactical coordination and significantly increases the safety of deputies and the public. The S.O.A.R. team is often utilized during the Sheriff's Office's initiatives to take several violent crime individuals off the street making the community safer. Large operations for violent crime reduction efforts or drug enforcement involves the utilization of our department's S.O.A.R. team.

Attachment: Project Narrative (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice Assistance Grant Program)

Conclusion:

By equipping the S.O.A.R. Team with advanced communication technology like the Invisio X7 system, the Colusa County Sheriff's Office will improve its ability to safely and effectively conduct high-risk operations. These upgrades directly support JAG’s goals of reducing violent crime and drug enforcement, and they address priority areas identified through both departmental assessment and community need.

Attachment: Project Narrative (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice Assistance Grant Program)

BOARD OF STATE AND COMMUNITY CORRECTIONS BSCC CALIFORNIA

(http://www.bscc.ca.gov/)

Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program

Ends on Mon, Sep 8, 2025 3:00 PM

Welcome to the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Application page. Please complete this application if you are applying for the **JAG Equipment and Training Program** funds administered by the California Board of State and Community Corrections (BSCC).

For additional information, visit: https://www.bscc.ca.gov/s_bsccjag/ (https://www.bscc.ca.gov/s_bsccjag/)

If you have any questions, please email: JAG@bscc.ca.gov (mailto:JAG@bscc.ca.gov)

Thank you

The Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program Application is divided into four sections as identified below:

1. Background Information
2. Contact Information
3. Proposal Narrative and Budget
4. Attachments

Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions marked "**(required)**" in red require responses. Applicants will not be able to submit the JAG Equipment and Training Program Application until all questions marked "**(required)**" have been completed.

Applicants may reference the JAG Equipment and Training Program Request for Applications (RFA) for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The JAG RFA is available on the BSCC website JAG Homepage (https://www.bscc.ca.gov/s_bsccjag/)

NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION 1 - BACKGROUND INFORMATION

This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.

Name of Applicant (County) (required)

Colusa County

13 / 300 characters

This entity will be the grant recipient and be responsible for the overall development, implementation, and oversight of the project. The applicant will designate a Lead Public Agency below to serve as the coordinator for all grant activities (see Page 5 of the JAG RFA).

Eligibility

- Eligible applicants are California's 58 Counties.
- Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer.
- Eligible applicants **may not** submit more than one (1) proposal for funding consideration.

Applicant's Physical Address (required)

Country (required)

United States

Address (required)

929 Bridge Street

Address Line 2 (optional)

City (required)

Colusa

State, Province, or Region (required)

California

Zip or Postal Code (required)

95932

Complete the required information for the entity submitting the proposal.

Applicant's Mailing Address (If different than physical address)

Do not complete this field if it is not applicable.

Mailing Address for Payment (required)

Country (required)

United States

Address (required)

929 Bridge Street

Address Line 2 (optional)

City (required)

Colusa

State, Province, or Region (required)

California

Zip or Postal Code (required)

95932

Tax Identification Number (required)

946000508

Provide the tax identification number of the applicant.

Federal Employer ID (required)

946000508

Provide the employer identification number of the applicant.

Unique Entity Identifier (UEI) (required)

HB96CDAJKLC1

Provide the applicant UEI. For additional information on the UEI, please visit the U.S. General Services Administration (https://www.gsa.gov/about-us/organization/federal-acquisition-service/fas-initiatives/integrated-award-environment/iae-systems-information-kit/unique-entity-id-is-here) website.

Lead Public Agency (required)

Colusa County Sheriff's Office

This county agency will serve as the Lead Public Agency.

Lead Public Agency
All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person) and will serve as the primary point of contact with the BSCC (see Page 5 of the JAG RFA).

Project Title (required)

Law Enforcement Programs

Provide the title of the proposed project.

Program Purpose Areas (PPA)

Applicants are required to identify the Program Purpose Areas (PPA) and Priority Areas of Need for which equipment, supplies, and/or training initiatives JAG funds will be used. A total of five eligible PPAs are identified in the JAG RFA (Page 7):

- PPA 1: Law enforcement programs
- PPA 2: Prosecution and court programs
- PPA 3: Prevention and education programs
- PPA 5: Drug treatment and enforcement programs
- PPA 8: Mental health programs and related law enforcement and corrections programs

Applicants are required to address a minimum of one Program Purpose Area and one corresponding Priority Area of Need. Applicants are not required to address each PPA or Priority Area of Need.

Law Enforcement Programs (PPA 1)

- [x] Violent crime reduction initiatives
- [x] Drug enforcement
- [ ] Crisis intervention/mental health/suicide prevention
- [ ] Pre-arrest diversion
- [ ] Mental health training for law enforcement

By checking one or more of the above boxes, the applicant is addressing PPA 1. A minimum of one check box must be selected if you are addressing this PPA.

Prosecution and Court Programs (PPA 2)

- [ ] Problem solving courts (e.g., mental health, veterans, drug, reentry)
- [ ] Gun/gang prosecution
- [ ] Violent crime prosecution and defense
- [ ] Innovations in indigent defense
- [ ] Mental health liaisons

By checking one or more of the above boxes, the applicant is addressing PPA 2. A minimum of one check box must be selected if you are addressing this PPA.

Prevention and Education Programs (PPA 3)

- [ ] School violence
- [ ] At-promise youth
- [ ] Mental health education
- [ ] Job-specific training and certification programs

By checking one or more of the above boxes, the applicant is addressing PPA 3. A minimum of one check box must be selected if you are addressing this PPA.

Drug Treatment and Enforcement Programs (PPA 5)

- [ ] Co-occurring treatment (e.g., substance use and mental illness or other chronic health conditions)
- [ ] Community-based substance use residential treatment
- [ ] Community-based substance use outpatient treatment

By checking one or more of the above boxes, the applicant is addressing PPA 5. A minimum of one check box must be selected if you are addressing this PPA.

Mental Health Programs and Related Law Enforcement and Corrections Programs (PPA 8)

Attachment: JAG Application (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice

- [ ] Crisis intervention teams
- [ ] Co-responder initiatives (law enforcement and mental health clinicians working together to respond to calls for service involving a person experiencing a behavioral health crisis)
- [ ] Residential in-patient behavioral health treatment programs
- [ ] General mental health services

By checking one or more of the above boxes, the applicant is addressing PPA 8. A minimum of one check box must be selected if you are addressing this PPA.

Proposal Summary (required)

The Colusa County Sheriff's Office seeks JAG funding to support efforts in reducing violent crime and combating drug-related offenses. Funds will be used to acquire essential communication equipment for the Special Operations and Response (S.O.A.R.) Team. Enhanced communication will improve coordination and safety during high-risk operations, increasing the team's ability to apprehend violent offenders and disrupt drug activity. This will help make our communities safer by removing dangerous individuals from the streets.

526 / 670 characters

Provide a summary of the proposed project.

The Proposal Summary may not exceed 670 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately one (1) paragraph in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.

A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit".

Applicants will be prohibited from submit the JAG Grant Equipment and Training Application until they comply with the character limit requirements.

NOTE: This information will be posted to the BSCC's website for informational purposes.

SECTION 2 - CONTACT INFORMATION

This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.

Project Director (required)

First Name (required)

Mathew

Last Name (required)

Purcell

Provide the first and last name for the individual responsible for oversight and management of the proposed project. This person must be an employee of the Grantee.

Project Director's Title with Agency/Department/Organization (required)

Sergeant

Attachment: JAG Application (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice

Provide the agency, department or organization's title for the Projector Director (the individual responsible for oversight and management of the proposed project).

Project Director's Email Address (required)

mpurcell@countyofcolusaca.gov

Provide the email address for the Project Director (the individual responsible for oversight and management of the proposed project).

Project Director's Phone Number (required)

+1 530 458 0688

Provide the phone number for the Project Director (the individual responsible for oversight and management of the proposed project).

Project Director's Address (required)

Country (required)

United States

Address (required)

929 Bridge Street

Address Line 2 (optional)

City (required)

Colusa

State, Province, or Region (required)

California

Zip or Postal Code (required)

95932

Financial Officer (required)

First Name (required)

James

Last Name (required)

Pastorino

Provide the first and last name for the individual responsible for the fiscal oversight and management of the proposed project. Typically, this is the individual who will certify and submit invoices.

Financial Officer's Title with Agency/Department/Organization (required)

Fiscal Administrative Officer

Provide the agency, department or organization's title for the Financial Officer (the individual responsible for the fiscal oversight and management of the proposed project).

Financial Officer's Email Address (required)

jpastorino@countyofcolusaca.gov

Provide the email address for the Financial Officer (the individual responsible for the fiscal oversight and management of the proposed project).

Financial Officer's Phone Number (required)

+1 530 458 0642

Provide the phone number for the Financial Officer (the individual responsible for the fiscal oversight and management of the proposed project).

Financial Officer's Address

Country

United States

Address

929 Bridge Street

Address Line 2 (optional)

City

Colusa

State, Province, or Region

California

Zip or Postal Code

95932

Day-To-Day Program Contact (required)

First Name (required)

Mathew

Last Name (required)

Purcell

Provide the first and last name for the individual who serves as the **primary** contact person for the grant. Typically, this individual has day-to-day oversight for the project.

Day-To-Day Program Contact's Title with Agency/Department/Organization (required)

Sergeant

Provide the agency, department or organization's title for the individual who serves as the primary contact person for the grant.

Day-To-Day Program Contact's Email Address (required)

mpurcell@countyofcolusaca.gov

Provide the email address for the individual who serves as the primary contact person for the grant.

Day-To-Day Program Contact's Phone Number (required)

+1 530 458 0688

Provide the phone number for the individual who serves as the primary contact person for the grant.

Day-To-Day Fiscal Contact (required)

First Name (required)

James

Last Name (required)

Pastorino

Provide the first and last name for the individual who serves as the **primary** contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.

Day-To-Day Fiscal Contact's Title with Agency/Department/Organization (required)

Fiscal Administrative Officer

Provide the agency, department or organization's title for the individual who serves as the primary contact person for fiscal matters related to the grant.

Day-To-Day Fiscal Contact's Email Address (required)

jpastorino@countyofcolusaca.gov

Provide the email address for the individual who serves as the primary contact person for fiscal matters related to the grant.

Day-To-Day Fiscal Contact's Phone Number (required)

+1 530 458 0642

Provide the phone number for the individual who serves as the primary contact person for fiscal matters related to the grant.

Name of Authorized Officer* (required)

First Name (required)

Wendy

Last Name (required)

Tyler

Provide the first and last name for the person authorized to sign for the Applicant. This individual **must read the assurances**, check the box, and date.

Authorized Officer's Title with Agency/Department/Organization (required)

County Administrative Officer

Provide the title for the person authorized to sign for the Applicant.

Attachment: JAG Application (10771 : Adopt Resolution for 2025 Edward Byrne Memorial Justice

Authorized Officer's Email Address (required)

wtyler@countyofcolusaca.gov

Provide the email address for the person authorized to sign for the Applicant.

Authorized Officer's Phone Number (required)

+1 530 458 0438

Provide the phone number for the person authorized to sign for the Applicant.

☐ **Authorized Officer Assurances** (required)

I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

SECTION 3 - PROJECT NARRATIVE AND BUDGET

This section requests responses to the items to be addressed in the Project Narrative.

Project Narrative Instructions

The Project Narrative must address the following, as described in the JAG RFA (Page 15):

1. Identify to need Describe the need(s) to be addressed, the process used to determine the need(s) and how the need(s) are related to the identified JAG Program Purpose Areas and Priority Areas of Need.
2. For each PPA and Priority Area of Need identified: **a)** Describe the equipment and supplies to be purchased and explain how those purchases will support that PPA and Priority Area of Need, **and/or b)** Describe the training that will be offered and how it will support that PPA and Priority Area of Need.

When responding, clearly identify each item being addressed (i.e. Description of Need, PPAs identified, etc.).

The Project Narrative may not exceed 6,692 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 3 pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.

A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit".

Applicants will be prohibited from submit the JAG Equipment and Training Program Application until they comply with the character limit requirements.

NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section item to be addressed.

Project Narrative (required)

This need directly supports the following JAG Program Purpose Areas:

Law Enforcement Programs: Drug Enforcement and Violent Crime Reduction Initiatives

Proposed Use of JAG Funds:

a) Equipment and Supplies to be Purchased:

JAG grant funds will be used to purchase the following equipment to improve communication capabilities for the Colusa County Sheriff's Office's S.O.A.R. Team:

- 12 Invisio X7 Inner Ear Noise-Canceling Communication Devices - Law Enforcement Programs both Drug Enforcement and Violent Crime Reduction Initiatives.
- 12 Custom cables to integrate the Invisio X7 systems with existing department radios - Law Enforcement Programs both Drug Enforcement and Violent Crime Reduction Initiatives.
- 12 six packs of foam tips for Invisio X7 Device - Law Enforcement Programs both Drug Enforcement and Violent Crime Reduction Initiatives.

The Invisio X7 Communication Device, along with its compatible cables and foam tips, functions as a three-part system essential to our communications setup. These advanced, noise-canceling devices are fully compatible with our current gear and enable seamless communication both within the squad and directly with dispatch. The devices will be assigned to the 12 members of our Special Operations and Response (S.O.A.R.) Team, who conduct high-risk search warrants related to drug enforcement and violent crime. The S.O.A.R. Team is also deployed for critical incidents involving armed and dangerous offenders. The S.O.A.R. team is an intricate part of the Colusa County Sheriff's Office's violent crime reduction initiatives. Their work directly supports the Sheriff's Office mission to apprehend violent and drug-related criminals, enhancing public safety throughout the community.
This equipment will directly support the Sheriff's Office in conducting more efficient and safer operations targeting violent crime and illegal drug activity. The ability to maintain constant, clear communication enhances tactical coordination and significantly increases the safety of deputies and the public. The S.O.A.R. team is often utilized during the Sheriff's Office's initiatives to take several violent crime individuals off the street making the community safer. Large operations for violent crime reduction efforts or drug enforcement involves the utilization of our department's S.O.A.R. team.

3574 / 6692 characters

Budget Instructions

Applicants are required to submit a Project Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become the Proposal Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The grant budget must cover the entire grant period.

Funding will be allocated to counties based on county population as shown in Table 2 below on page 9-10 of the JAG RFA . **This is a non-competitive grant.** Applicants may apply for any dollar amount up to and including the available amount allocated to their county.

For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide (https://www.bscc.ca.gov/s_correctionsplanningandprograms/). (https://chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2023.pdf)

The JAG Project Budget Attachment is provided as a stand-alone document on the BSCC website on the JAG Homepage (https://www.bscc.ca.gov/s_bsccjag/).

Attachment A: JAG Project Budget Attachment (required)

Attachment-A-JAG-RFA-Budget-Attachment_Final.xlsx

No more files may be attached here.

Acceptable file types: .csv, .xls, .xlsx

Upload the completed JAG Project Budget Attachment here.

SECTION 4 - ATTACHMENTS

This section list the attachments that may be submitted with the application.

- *Appendix B:* · Governing Board Resolution or Other Proof of Signing Authority *(not required at time of application, but must be submitted prior to contract execution)*
- Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement *(not required at time of application, but must be submitted prior to contract execution)*

OPTIONAL: Appendix B: Governing Board Resolution or Other Proof of Signing Authority

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .doc, .docx, .pdf

Appendix B is provided as a stand-alone document on the BSCC website on the JAG Homepage (https://www.bscc.ca.gov/s_bsccjag/). Note: Appendix B is a sample template. The Governing Board Resolution or Other Proof of Signing Authority may be submitted using the agency's format.

If submitting Appendix B with the application, upload the completed attachment here.

OPTIONAL: Certification of Compliance with BSCC Polices On Debarment, Fraud, Theft, and Embezzlement (Appendix C)

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .doc, .docx, .pdf

Appendix C is provided as a stand-alone document on the BSCC website on the JAG Homepage. Appendix C is not required at time of application, but must be submitted prior to contract execution.
If submitting Appendix C with the application, upload the completed attachment here.

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Edward Byrne Memorial Justice Assistance Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

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COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve contract with Nacht & Lewis Architects, Inc. for architectural services for the Colusa County Detention and Treatment Facility.**

Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve contract with **Nacht & Lewis Architects, Inc.** for architectural services for the Colusa County Detention and Treatment Facility.

Detailed Description/Background of request

The Colusa County Sheriff's Office continues progress with construction of the Colusa County Detention and Treatment Facility (CCDTF). The facility will be located directly adjacent, and connected to the existing Colusa County Jail at 929 Bridge Street in Colusa, CA. The new CCDTF has been planned to replace the existing, antiquated offender housing with a new, modern 96-bed facility.

The initial needs assessments conducted for the project revealed a necessary connection point between the existing facility and the new one to enhance integrated operational capabilities. One facility cannot operate effectively without the link to the other. Consequently, the needs assessment specified the establishment of a corridor within the current detention facility to enable the connection between the two. The State of California rejected the proposal to incorporate the corridor renovation into the new construction project. Therefore, a separate construction project must be initiated for the corridor renovation. The renovation of the corridor will facilitate a smooth transition between the two buildings while also providing additional storage spaces and essential meeting areas for professional services. The renovation plan includes the demolition of several doors and three dormitory cells. Two of these cells will be converted into storage rooms to accommodate the requirements of both facilities. The remaining cell will be modified to include three (3) pods designed for professional service visits, addressing the ongoing demand for more secure visiting areas. Additionally, one security door will be installed for safety purposes and to segregate the other three dormitory cells in the vicinity.

Pursuant to Policy 501, Section 5.2, Purchasing is requesting that the Board waive the competitive bidding process for this professional services contract as Nacht & Lewis are part of

the project management team for the current CCDTF project and possess in-depth knowledge of the project scope, deliverables and timeline.

Prior Board Action
None.

Fiscal Impact/Funding Source
This will not impact the general fund. This project will be funded by Path/CalAim funds and Construction contingency.

Action for the Clerk
Please number agreement, obtain signatures and forward to:

Nacht & Lewis Architects, Inc.
600 Q Street, Suite 100
Sacramento, Ca, 95811

ATTACHMENTS:

- Contract_Nacht & Lewis (DOCX)
- Attachment A_Fee Proposal and Scope (PDF)

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Nacht & Lewis Architects, Inc. ("Contractor"), a California Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with architectural services for the Colusa County Jail, as more specifically detailed in Exhibit "A".

2. **Term:** This Contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all requested services are completed, but no later than April 30, 2026.

3. **Compensation:** County will pay Contractor compensation not to exceed $62,200.00, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor within 60 days for undisputed invoices.

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

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

   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

Attachment: Contract_Nacht & Lewis (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

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

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

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

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

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

8. Debarment and Suspension:

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

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

1) The Contractor has verified that each lower-tier subcontractor participating in a covered transaction is not presently debarred or

Attachment: Contract_Nacht & Lewis (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

suspended from participation in this Contract by any Federal department or agency.

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

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

9. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party. Each parties' defense obligations shall be in the form of reimbursement of such costs (including reasonable attorney fees) to the extent of their proven fault.
10.

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

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

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

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this

Attachment: Contract_Nacht & Lewis (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

Contract, including coverage for hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

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

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

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

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

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

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

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

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

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

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

Attachment: Contract_Nacht & Lewis (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

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.

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

13. **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.

14. **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.

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

If to County:	County of Colusa 546 Market St., Suite 102 Colusa, Ca, 95932
If to Contractor:	Nacht & Lewis 600 Q Street, Suite 100 Sacramento, Ca, 95811

16. **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.

17. **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.

18. **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.

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

Attachment: Contract_Nacht & Lewis (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

20. **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.

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

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

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

22. **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.

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

    A. Attachment "A" – Scope of Work and Cost Proposal

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

NACHT & LEWIS ARCHITECTS, INC.

_____Date:_____
Signature

_____
Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriguez, Deputy

Attachment: Contract_Nacht & Lewis (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

nacht&lewis

September 4th, 2025

Michael Bradwell
Colusa County
Assistant Sheriff
929 Bridge Street
Colusa, CA 95932

Re: Colusa County Main Jail
Storage and Visiting Renovation

Dear Michael,

We are excited to submit our proposal for architectural services concerning the Colusa County Main Jail Storage and Visiting Renovation. Our proposal aims to provide Construction Documents, Bidding, and Construction Support for this project.

Demolition Scope of Work

The proposed project includes the following demolition:

1. Demolish the plumbing elements in 3 dormitories including the comby toilet/lavatory fixture, shower, and shower partition. Patch all openings left by the removed fixtures.
2. Demolish demising barred wall and sliding door (including overhead track and motor controls).
3. Demolish the barred cell fronts.
4. Remove 3 cross-corridor doors and frames.
5. Remove door control conduit to the three dormitories and cap at the wall mounted control unit which will remain in place.

New Construction Scope of Work

The proposed project includes the following enhancements:

A. Construct a new full height metal stud framed wall along the front of the dormitory: new wall with 18 ga steel studs with Type X Very High Impact gypsum board each side.
B. Install 16 gage hollow metal door and frame in each room. The two storage rooms shall have solid doors while the door into the visiting room shall have a half lite with 9/16” security glazing equivalent to ASTM F 1915 Grade 4 (10 minute containment). Provide Airteq 90000 series manual hardware (mogul key); coordinate lock function with Sheriff. Provide security grade hinges and misc. hardware.
C. Install at 3-foot wide by 4-foot tall window into the visiting room: 16 gage hollow metal frame and 9/16” security glazing equivalent to ASTM F 1915 Grade 4 (10 minute containment).
D. Patch all penetrations where cross-corridor doors were removed from frame using 16 gage steel over any openings larger than ¼-inch.
E. Patch concrete floor in the area of work to provide a smooth, level finish.
F. Coordinate door and window location in the visiting room with the installation of pre-fabricated visiting pods by others.

Attachment: Attachment A_Fee Proposal and Scope (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

Colusa County Main Jail
Storage and Visiting Renovation
August 28th, 2025

G. Provide a new manual door and frame, with transom to underside of structure, at the south end of the east corridor. Provide Airteq 90000 series manual hardware (mogul key); coordinate lock function with Sheriff. Provide security grade hinges and misc. hardware.

Services by Phase

Construction Document Phase

Construction Documents—The Consultant and the consultant team will prepare construction drawings and specifications, finalizing the overall design intent for each phase of the facility improvements. The Consultant team shall prepare all required technical specifications for each bid package in CSI Format. All specifications divisions shall coordinate with the plans.

Task 1 – Construction Document phase

1. Architect will submit architectural drawings that include:
    a. Title sheet
    b. Code analysis sheets (site plan for Addition will serve as ADA route of travel)
    c. Demolition plan(s)
    d. Floor plan(s)
    e. Interior elevation/partition/door/window/hardware schedule
    f. Detail Sheet(s)
2. Architect shall submit specifications that include:
    a. Cold-formed metal framing
    b. Hollow metal doors and frames
    c. Detention door hardware
    d. Security glazing
    e. Gypsum board assemblies
3. The County will submit all submittals to the authority's holding jurisdiction except the Board of State Community Corrections (BSCC). N&L will submit the documents to the BSCC.
4. Meetings – Consultant shall conduct two (2) virtual Construction Document Phase meetings.

Bidding Phase

1. The county will be responsible for bidding, including reproduction, the bidding requirements, contract forms, and contract conditions. The architect and engineers will assist the county in responding to the bidders' questions and preparing addenda.
2. N&L shall have one representative attend bid conference.

Attachment: Attachment A_Fee Proposal and Scope (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

Colusa County Main Jail
Storage and Visiting Renovation
August 28th, 2025

Construction Support Phase

1. Site Visits—One site visit at project closeout. The bid conference can serve as a pre-construction meeting.

2. Request for Information/Clarification (RFI): Provide clarifications to the construction documents.

3. Construction Submittals—The architect will review the submittals for compliance with the design intent. Incomplete submittals will not be accepted.

4. Agency Post-Approval Documents (Addenda, Instruction Bulletins, Change Orders)—Prepare and submit agency post-approval documents to the agency office or agency field review staff.

N&L appreciates that the schedule for this project will take one month after the notice to proceed.

We will provide electronic documents for the County's use in approval processes.

For the construction documents phase through construction administration, Nacht & Lewis shall be paid a fixed fee of **Sixty-Two Thousand, Two Hundred Dollars and no cents ($62,200.00)**.

Invoices will be issued monthly based on work completed, and payment is due within 60 days of the Nacht & Lewis invoice date.

If the scope of services outlined herein is modified, work will proceed only upon written authorization from the County. These additional services will be billed on a time and materials basis, according to the hourly rates specified in the attached Billing Rate Schedule or a negotiated sum.

Attachment: Attachment A_Fee Proposal and Scope (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

Colusa County Main Jail
Storage and Visiting Renovation
August 28th, 2025

Excluded Services.

The following services and items are not included in this proposal and may require additional compensation if and when such services are requested:

1. If additional improvements are identified in the field investigation conducted under this scope of services, a scope modification may be required.
2. Site work.
3. Cost estimating.
4. Assessment and evaluation of the existing jail beyond the corridor improvements.
5. Payment of any fees including permit fees, application fees, inspection fees, etc.
6. Structural, electrical, mechanical, and fire protection engineering services are excluded and not anticipated.
7. Security control systems engineering.
8. Energy code compliance documentation.
9. Life cycle cost analyses and energy effectiveness studies.
10. Commissioning of building systems, services related to the development of commissioning plans and services related to support third party commissioning of the building.
11. Drawing reproductions shall be limited to a maximum of one (1) full-size set of drawings and specifications. CONSULTANT shall not be responsible for drawing/specification reproductions for, bidding and/or construction purposes.
12. Scope of work stated herein assumes that the authority having jurisdiction will not require accessible path of travel improvements to existing buildings and site that are outside of the scope of the project and new construction.
13. Preparation of bulletins for revisions and changes requested by the COUNTY.
14. Revisions of approved design and construction documents to accommodate changes when so directed by the COUNTY.
15. Hazardous materials sampling, testing and recommendation services.
16. Material testing services.

If you find our proposal acceptable, we kindly request authorization for services. We are grateful for the opportunity to continue serving you and Colusa County.

Sincerely,
NACHT & LEWIS

Lorenzo Lopez, AIA
Principal

Attachment: Attachment A_Fee Proposal and Scope (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

nacht&lewis

2025 Billing Rate Schedule

POSITION	HOURLY RATE
Principal	375.00
Practice Leader	315.00
Senior Project Manager	280.00
Project Manager	240.00
Senior Project Architect	260.00
Project Architect	230.00
Senior Project Coordinator	220.00
Project Coordinator	190.00
Designer	190.00
Interior Designer	190.00
Senior Design Technician II	175.00
Senior Design Technician	160.00
Design Technology Coordinator	160.00
Design Technician	145.00
Graphic Designer	135.00
Office Manager	155.00
Marketing Manager	145.00
Marketing Coordinator	135.00
Project Administrator	130.00

Billing rates are subject to review and change on the anniversary date of the contract.

Reimbursable expenses include reproductions, plotting, postage, shipping, meals, travel, lodging, models and renderings. Reimbursable expenses will be billed at actual cost plus an administrative charge of 10%. Mileage is at the Internal Revenue Service standard mileage rate. The current rate is 67 cents per mile.

Attachment: Attachment A_Fee Proposal and Scope (10783 : Approve Contract with Nacht & Lewis Architects, Inc.)

COUNTY OF COLUSA, CA 7.1

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

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

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

Detailed Description/Background of request

Throughout the development and construction on the new detention facility, various discussions have been held regarding the locations of various easements for utilities. With construction well underway it has been determined that two public utility easements currently held by the City of Colusa along B and Fremont streets, need to be abandoned, as they have been re-established in other areas. The City adopted a Resolution and approved a Quitclaim Deed on August 19, 2025, abandoning the easements, and effectively giving the land back to the County for it's use. Unfortunately, the City recorded the Deed without first obtaining the County's formal acceptance of the Deed as required by Government Code section 27281.

The action before you is to accept the Deed and authorize the CAO to sign the Certificate of Acceptance. If approved, the Deed will then be re-recorded pursuant to Government Code sections 2720(c)(1) and (2), with a cover sheet explaining the need for re-recording.

Prior Board Action

August 19, 2025 Board authorized Assistant Sheriff Bradwell to present before the City of Colusa requesting they abandon the easements.

Fiscal Impact/Funding Source

None

Action for the Clerk

Provide documents to CAO to have notarized and recorded.

ATTACHMENTS:

- Certification for deed (DOCX)
- Quitclaim Deed (PDF)

CERTIFICATION OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from CITY OF COLUSA to the COUNTY OF COLUSA, a political corporation and/or governmental agency is hereby accepted by the undersigned officer or agent on behalf of the COUNTY OF COLUSA BOARD OF SUPERVISORS, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____ By _____
WENDY G. TYLER,
County Administrative Officer

State of California, County of Colusa

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__.

By: _____
Deputy Clerk/Recorder

Attachment: Certification for deed (10805 : Acceptance of Quitclaim Deed from City of Colusa)

RECORDING REQUESTED BY

NAME: County of Colusa

WHEN RECORDED MAIL TO:

NAME: City of Colusa

ADDRESS: 425 Webster Street

CITY / STATE / ZIP: Colusa, CA 95932

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

RERECORDING-QUITCLAIM DEED

(DOCUMENT TITLE)

Exempt from recording fees per Gov't Code 27383

The attached Quitclaim Deed previously recorded as document number 2025-0001993 is being rerecorded pursuant to Gov't Code 27201(c)(1)(2) to include the Certification of Acceptance by the County of Colusa required under Gov't Code 27281.

Attachment: Quitclaim Deed (10805 : Acceptance of Quitclaim Deed from City of Colusa)

SEPARATE PAGE, PURSUANT TO CA. GOV'T. CODE 27361.6

RECORDING REQUESTED BY
City of Colusa

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:
Name: City of Colusa
Address: 425 Webster Street
City & State: Colusa, CA
Zip: 95932
Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX IS $ 0 Exempt R&T 11922
☐ unincorporated area ☒ City of Colusa
Parcel No.
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
City of Colusa

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to
County of Colusa, a political subdivision of the State of California, whose address is 547 Market Street, Suite 102, Colusa, CA 95932
the following described real property in the city of Colusa
county of Colusa, state of California:
See a description of the real property set forth in Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by this reference.

Dated September 16, 2025

City of Colusa

John Ryan Codorniz

ACKNOWLEDGMENT

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 September 16, 2025 before me, Shelly Kittle, Notary Public
(HERE INSERT NAME AND TITLE OF THE OFFICER)
personally appeared John Ryan Codorniz

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.

SHELLY KITTLE
Notary Public - California
Colusa County
Commission # 2416367
My Comm. Expires Oct 14, 2026

Shelly Kittle
SIGNATURE

(SEAL)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

NAME STREET ADDRESS CITY & STATE

Attachment: Quitclaim Deed (10805 : Acceptance of Quitclaim Deed from City of Colusa)

EXHIBIT "A"

Description of
PUBLIC UTILITY EASEMENT VACATION
for the
CITY OF COLUSA; RESOLUTION NO. 25-53

All that certain real property being Public Utility Easements situated in the City of Colusa, County of Colusa, State of California, described as follows:

A portion of Goad's Extension to the Town of Colusa as shown on that certain plat or map on file in Book "C" of Patents at Page 205, Colusa County Records;

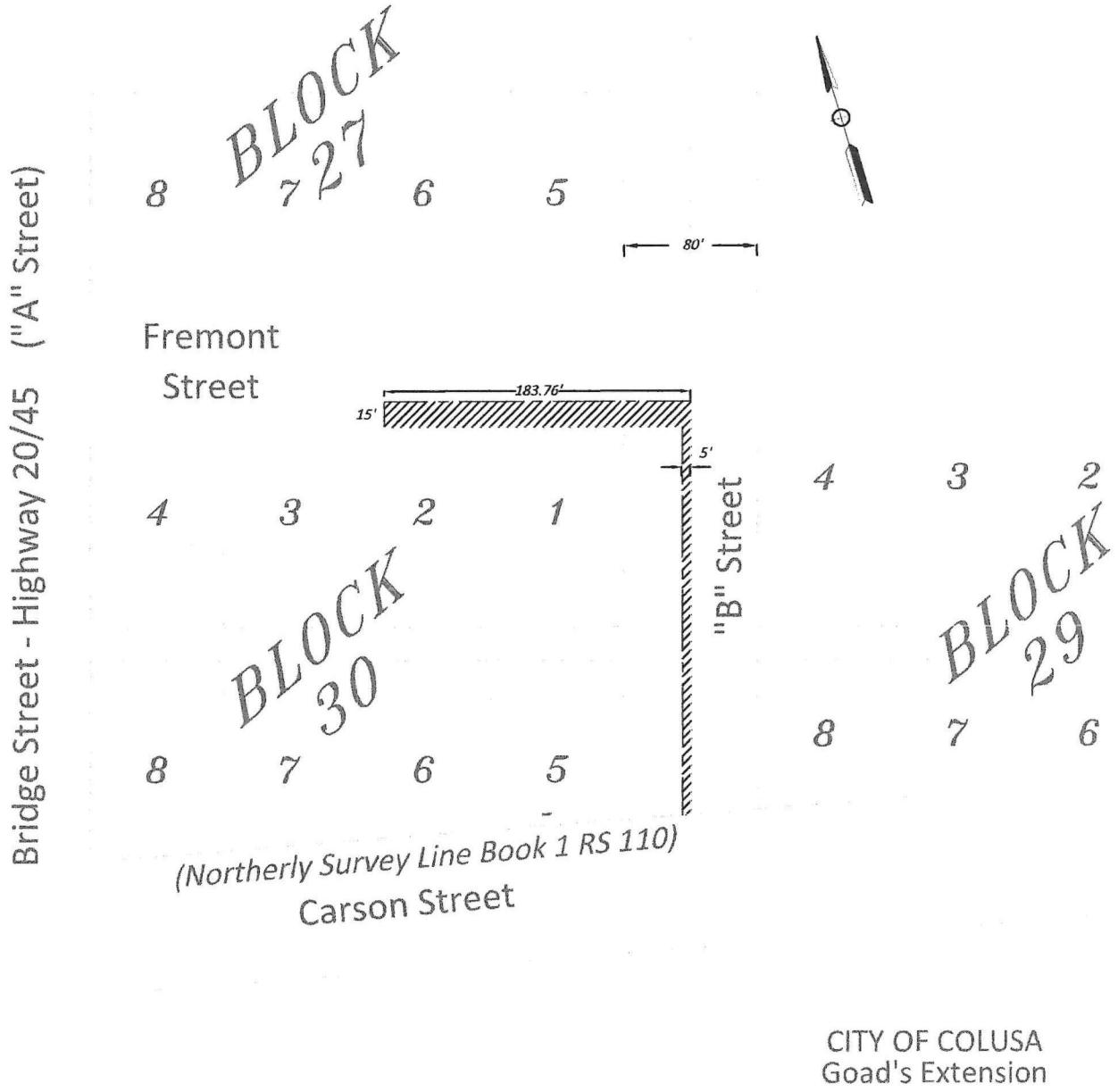
A portion of Fremont Street from the easterly line of "A" Street, also known as Bridge Street, to the centerline of "B" Street as shown on said plat and a portion of the west half of "B" Street from the southerly line of Fremont Street to the northerly line of Carson Street, of said plat and being portions of the reserved Public Utility Easements described in Document 2017-0003420 Colusa County Records; as shown on the attached Exhibit "B" and being more particularly described as follows;

A 15' wide easement being the easterly 183.76 feet of the southerly 15 feet of said Fremont Street between the east line of Bridge Street and the centerline of "B" Street.

A 5' wide easement being the easterly 5 feet of the westerly 40 feet of said "B" Street between the south line of Fremont Street and the north line of Carson Street.

Attachment: Quitclaim Deed (10805 : Acceptance of Quitclaim Deed from City of Colusa)

REFERENCES
Book "C" Patents Page 205
Book 1 Record of Surveys Page 110
Assessor's Book 2 Page 10



CITY OF COLUSA
Goad's Extension

CITY OF COLUSA; RESOLUTION NO. 25-53

COUNTY OF COLUSA	DEPARTMENT OF PUBLIC WORKS	
COLUSA COUNTY SHERIFF'S OFFICE AND JAIL Public Utility Easement Vacation	EXHIBIT "B"	
	SCALE = 1" = 100'	November 20, 2024

Attachment: Quitclaim Deed (10805 : Acceptance of Quitclaim Deed from City of Colusa)

COUNTY OF COLUSA, CA 7.2

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Approve letter in response to the 2024-25 Civil Grand Jury Report

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

Detailed Description/Background of request

The 2024-2025 Colusa Grand Jury Final Report was provided to the County on July 08, 2025. California Penal Code section 933 requires that the governing body of a public agency shall provide comments to the Presiding Judge of the Superior Court on any findings or recommendations that fall within the control of the governing body within 90 days of receiving the Report.

Prior Board Action

8/12/25 - Acknowledged receipt of Report an assigned Supervisors Bell and Wilson to craft response for Board consideration.

Fiscal Impact/Funding Source

None

Action for the Clerk

Obtain signature, and deliver to court as well w/ copy to Sheriff Garofalo

ATTACHMENTS:

- Final report (PDF)
- 24-25 grand jury sheriff resp (PDF)
- PEN_933. (PDF)
- BOS response (DOC)

RECEIVED
JUL 08 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Superior Court of California
County of Colusa

BRENDAN MICHAEL FARRELL
PRESIDING JUDGE

LUKE STEIDLMAYER
ASSISTANT PRESIDING JUDGE

532 Oak Street
Colusa, CA 95932

PHONE· 530-458-5149
FAX. 530-458-2230

ERIKA F. VALENCIA
COURT EXECUTIVE OFFICER
CLERK OF THE COURT
JURY COMMISSIONER

MEMORANDUM

TO: Governmental Officers and Interested Parties

FROM: Colusa County Grand Jury

SUBJECT: Colusa County Grand Jury 2024-2025 Final Report

DATE: June 30, 2025

Enclosed please find a copy of the 2024-2025 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: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

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.

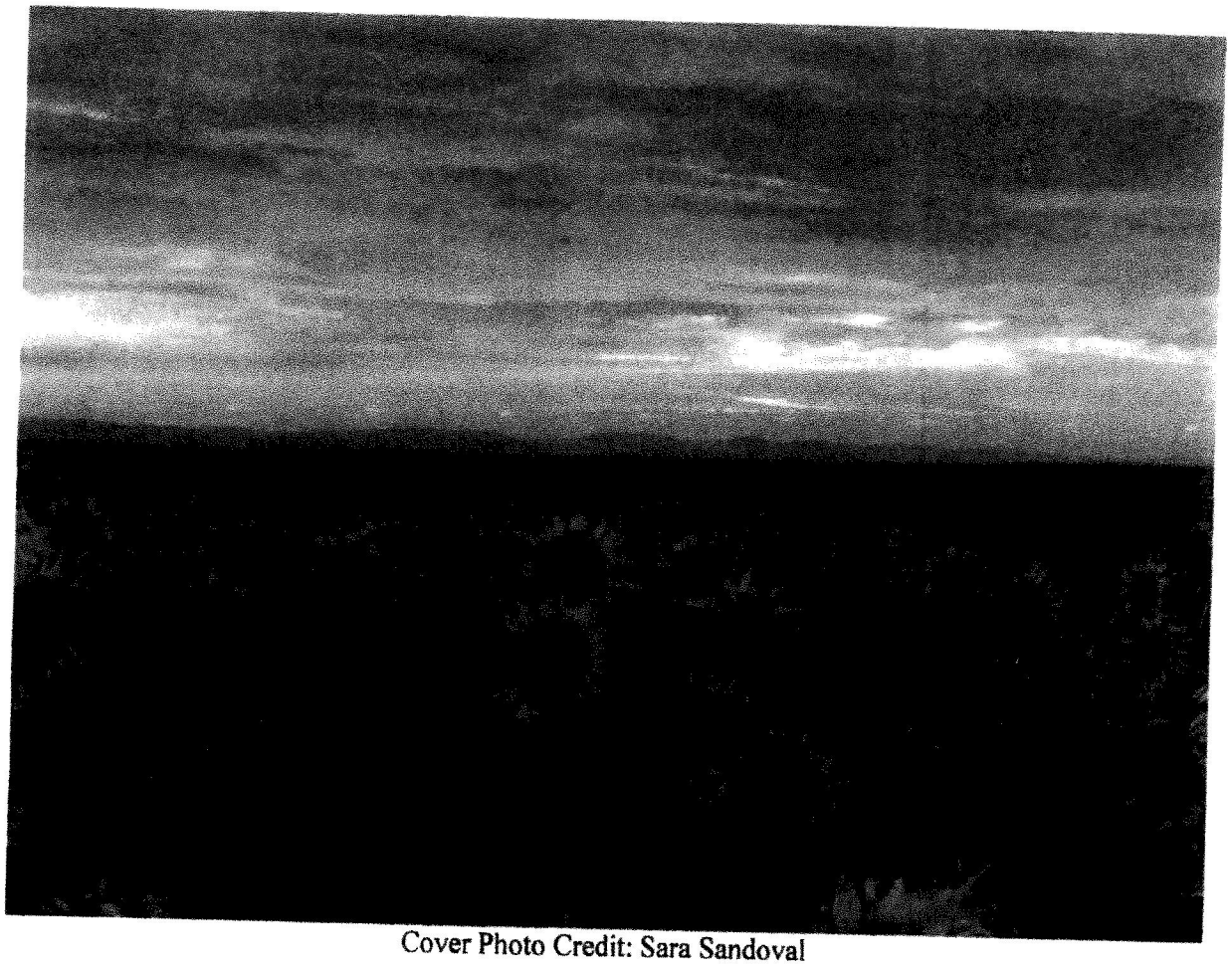
(d) As used in this section "agency" includes a department.

(Amended by Stats. 2002, Ch. 784, Sec. 538 Effective January 1, 2003.)

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

ENDORSED
SUPERIOR COURT
FILED
COLUSA COUNTY
FILED

CIVIL GRAND JURY | 2024-2025
COUNTY OF COLUSA



Cover Photo Credit: Sara Sandoval

FINAL REPORT

COLUSA COUNTY CIVIL GRAND JURY FINAL REPORT | 2024-2025

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

JURY MEMBERS | 2024-2025

Michael Phenicie, Foreperson

Nancy Newlin, Foreperson Pro Tempore &
County Committee Co-Chairperson
& Editorial Chairperson

Glen Duncan, City Chairperson
Juliana Engrahm, Co-Chairperson, Social Committee
Barbara Gomes, Chairperson, Criminal Justice Committee,
Co-Chairperson Social Committee
Sara Sandoval, Secretary
Steven Velazquez, County Committee Co-Chairperson

Rande Brookins
Vicki Burgett
David Carter
Donald Fry
Steven McCullough
Margie Pilgrim
Joana Roa
Catherine Sutton
Shannon Thompson
Tim Vaughn
Tom Vedo
Jill Wright

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

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Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

COLUSA COUNTY CIVIL GRAND JURY
P.O. Box 715, Colusa, CA 95932

June 24, 2025

Honorable Brendan Michael Farrell, Presiding Judge
Superior Court of California, County of Colusa
532 Oak Street
Colusa, California 95932

Dear Judge Farrell,

As Foreperson of the 2024-2025 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 appreciate the opportunity we had to serve Colusa County, and we approached our civic duty with integrity and determination to do our best as the watchdog for citizens of Colusa County.

As we moved forward through our tasks at hand, we learned a lot about the operations of our local government. We at times felt admiration at the dedication of public employees, and at times, frustration as we coordinated our schedules to that of individuals we spoke with. We are grateful for those who cooperated with interviews, giving their time and knowledge selflessly.

I have been honored to collaborate and work with each Grand Juror. We bonded quickly, and had many open discussions. I appreciate the different contributions each member brought to the table. Our diversity made us stronger.

I am extremely grateful to Nancy Newlin, Glenn Duncan, Barbara Gomes, Juliana Engrahm, Sara Sandoval, David Carter and Margie Pilgrim who went above and beyond to make sure we accomplished our goal. I am forever grateful to Senior Deputy County Counsel, Jennifer Sutton for keeping us on track as we encountered countless crossroads.

I extend my best wishes to the incoming 2025-2026 Grand Jury. I trust they will embrace the important role they face in ensuring our public entities are transparent and operating within the guidelines of the law.

Finally, I implore the court to better inform the public of the roles and responsibilities of the Grand Jury: what it is, and what limitations it has placed on it.

Best regards,

Michael Phenicie

Michael Phenicie
Foreperson, 2024-2025 Colusa County Grand Jury

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

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)

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

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 the 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 civil function of the grand jury is to review the operations of City and county government as well as other tax supported agencies and special districts. Based on these reviews, the grand jury publishes its findings, usually at the end of the term, in a Grand Jury Final Report. Based on its findings, the grand jury may recommend constructive action to improve the quality and effectiveness of local government.

The grand jury also investigates complaints from private citizens, local government officials, or government employees.

The Grand Jury is also authorized, but not limited to:

- Inquire into any charges of willful misconduct in office by public officials or employees.
- Inquire into conditions of jails and detention centers.
- Inspect and audit books, records, and financial expenditures of all agencies and departments under their jurisdiction, including special districts and non-profit organizations, to ensure that 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 end of the fiscal year, the Grand Jury must submit to the Presiding Judge of the Superior Court a final report of findings and recommendations related to the jury's investigations of local government Those Grand Jury reports that contain recommendations of the improvement of local

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

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 the responses is placed on file with the Clerk of the Court and is provided to the Grand Jury.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

REPORTS OF THE 2024-2025 CIVIL GRAND JURY

1. CITY OF COLUSA
2. COLUSA COUNTY ANIMAL CONTROL
3. INSPECTION OF THE COLUSA COUNTY JAIL

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

COLUSA COUNTY CIVIL GRAND JURY FINAL REPORT 2024 2025
CITY OF COLUSA INVESTIGATION (2024/2025)

SUMMARY

Following the direction of the past year's Grand Jury Reports, the Colusa County Civil Grand Jury, 2024-2025, under its statutory authority, has chosen to investigate the City of Colusa (City) procurement methods and procedures. The focus of the Grand Jury's investigation was to try to figure out the procedure the City uses and the payment process for Goods and Services. And to follow up on the City's implementation of past Grand Jury recommendations.

While the City has made some efforts to address deficiencies in its purchasing procedures in response to the recommendations of the previous Grand Jury, it has not implemented the internal controls available to staff. The Grand Jury's review, which included interviews with City Council members, former staff, and administrators, as well as an examination of the City's website, council meeting attendance, meeting notes, and video recordings revealed that locating specific votes, directives, and discussions is extremely difficult. This lack of accessible documentation presents a significant challenge for any oversight and highlights a broader issue of insufficient transparency.

BACKGROUND

In accordance with its statutory responsibilities and in continuation of oversight efforts from previous Grand Jury investigations, the 2024–2025 Colusa County Civil Grand Jury initiated an investigation into the procurement practices of the City. The focus of this investigation was twofold:

1. To examine and evaluate the methods and procedures used by the City in the procurement of goods and services.
2. To assess the City's progress in implementing recommendations issued in prior Grand Jury reports, particularly those concerning financial controls and transparency.

The Grand Jury sought to gain a comprehensive understanding of the City's current procurement procedures and payment processes. Grand Jury investigation included:

- Conducting interviews with City Council members, former and current administrative staff.
- Reviewing publicly available records, including City Council meeting minutes and videos.
- Attempting to navigate and extract information from the City's official website.
- Attending City Council meetings to observe deliberations and decision-making processes.

Despite indications that the City has made some progress in addressing prior deficiencies, it became apparent that internal control mechanisms remain underutilized. Internal control mechanisms are the policies, procedures, and processes put in place by an organization to ensure the integrity of financial and accounting information, promote accountability, and prevent fraud. These mechanisms are a critical part of good corporate governance and risk management.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

Moreover, **transparency remains a critical concern**. Public records of votes (not accurately depicted to reflect how each council member voted), directives, and discussions are difficult to locate or interpret, even for an oversight body such as the Civil Grand Jury. This lack of clarity and accessibility impedes the public's ability to hold local government accountable and undermines confidence in the City's administrative practices.

METHODOLOGY

Information for this investigation was sourced from the following:

- 2021-2022, 2023-2024 Grand Jury Report.
- City Council, Letter of Response 2023-2024 to the Grand Jury Report from 2020 to present.
- City Council Meetings (Agendas and meeting notes).
- Interviews with current and former City Council members, staff and other elected City officials.

DISCUSSION

During the interviews conducted by the grand jury, several interviewees expressed concerns about the implementation of the City's current purchasing policy. These concerns included confusion among City staff regarding the policy's requirements, inconsistencies in how the policy is applied, a lack of transparency in purchase reporting, and inadequate oversight to ensure compliance with the City's adopted procedures. The information provided by these interviewees was consistent across all interviews in which such concerns were raised.

Additional findings point to vague financial reporting, lack of sufficient detail, and largely unusable for informed decision-making. There is consensus that the process suffers from a lack of transparency regarding accounts, fund allocations, and balances. The Grand Jury found it odd that City Council members were not aware of what the annual City budget is, yet they are to approve on an annual basis. Secondly, the City's reserve is reported as being close to the annual budget, which City Council members were aware of, confirmation is needed if this is following City guidelines.

Furthermore, our discussions point to a lack of signatory control for check writing. More than one interviewee shared the case of a past City Council member (no longer seated) signing checks upon request when another city official declined authorization.

Finally, upon further research and discussions with various staff members and officials, it was relayed that the City of Colusa was enrolled within CUPCCAA (The California Uniform Public Construction Cost Accounting Act). This is a state law enacted under Public Contract Code (PCC) Sections 22000–22045. It provides a streamlined and standardized process for public entities in California (such as cities, counties, school districts, and special districts) to procure public construction projects in a more efficient and flexible manner. CUPCCAA allows participating agencies to perform certain public works projects with less formal bidding procedures, depending on the estimated cost of the project.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

Once a public entity opts into CUPCCAA (by adoption of a resolution and notification to the State Controller), it can follow the specific procurement thresholds provided under the Act.

- 1 - Projects $75,000 or less.
    - May be performed by the agency's own workforce.
    - Force account.
    - Negotiated contract.
    - Purchase order.
        - NO BIDDING REQUIRED
- 2 - Projects between $75,001 - $220,000 Informal bidding process.
    - The agency must maintain a list of qualified contractors (bondable).
    - Notices are sent to contractors on the list or trade journals.
    - Bids are solicited informally (not publicly advertised).
    - Contracts awarded to the lowest responsive responsible bidder.
- 3 - Projects over $220,000 Formal bidding process.
    - Publicly advertised bids.
    - Standard competitive bidding procedures must be followed.
    - Awarded to the lowest pre-qualified responsive responsible bidder.

Benefits for Public Entities.

- ✔ Faster project delivery (reduces delays on smaller projects by avoiding lengthy formal bid processes).
- ✔ Lower administrative costs (informal bidding and force account work reduce overhead).
- ✔ Increased flexibility (greater discretion on handling smaller projects).
- ✔ Encourages local participation (maintained contractor lists promote engagement with local businesses).

Upon numerous requests for the City's submission, documentation could not be provided for CUPCCA representation. Through the Grand Jury's research on the State Controllers web site, we confirmed that the City of Colusa was in fact a CUPCCAA participant since 1991. To date, we still have not been provided with a copy of the City's Resolution passing this directive by the City Council.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

From our interviews with current and former administration staff and current City Council Members, we found that no one was aware of the CUPCCAA guidelines and or procurement methods, including what CUPCCAA acronym meant.

Considering the issues identified in the 2021–2022 Grand Jury report concerning the purchasing policy and based on the investigation and interviews conducted by the current Grand Jury, it is concluded that the City of Colusa should undertake a thorough review of its current purchasing policy for City purchases in all departments. All necessary and appropriate revisions should be made to ensure that the expenditure on public funds for City purposes is conducted in a professional and transparent manner.

FINDINGS

The Grand Jury finds that.

F1 - The City has chosen to implement new purchasing procedures selectively; however, from information gathered within Grand Jury interviews, the current procedures are not in compliance with the applicable public procurement thresholds under CUPCCAA.

F2 – City of Colusa is registered as a CUPCCAA entity, but CUPCCAA procurement methods and thresholds are not being followed. Direction to City staff from management appears to be ineffectual.

F3 - The City's accounting and procurement procedures are outdated and inefficient. Current financial reporting is vague, lacks sufficient detail, and is largely unusable for informed decision-making. There is consensus that the process suffers from a lack of transparency regarding accounts, fund allocations, and account balances.

F4 – The City's check-writing and disbursement procedures lack a formalized approval process, and there is insufficient clarity regarding control measures and signatory authority roles, which raises concerns about accountability and oversight.

F5 – Lack of detailed minutes from City Council meetings and poor quality of video/voice recordings leads to further lack of transparency.

RECOMMENDATIONS

R1 – The Grand Jury recommends adopting and making public, "City Accounting and Procurement Procedures" (Accounting Manual) as an adopted resolution.

R2 – The Grand Jury recommends that the City of Colusa visit CUPCCAA guidelines and implement a training procedure for all staff and mandatory training for new hires and include into your existing Accounting Directive. Training is available through the State Controllers website. A CUPCCAA approved list of prequalified contractors (bondable) is to be created and posted on the City of Colusa website. This will need to be maintained annually per CUPCCAA guidelines.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

R3 – The Grand Jury recommends that the City of Colusa update accounting software to a more user-friendly software and applicable to a City Account system/process. Generate reports and present them monthly to the City Council (fund balances and forecast budget).

R4 – The Grand Jury recommends a process to be created and implemented as follows.

- Creation and implementation of a "Check Request" form to accompany any purchase order request and processing of a check.
  - Cost accounting (coding) for project/purchase reference
  - Mandatory 2 part signature.
    - 1 – City Treasurer
    - 2 – Mayor and/or Pro Tem Mayor

- January of each fiscal year, new updated signatory cards are filed and recorded with the bank of use. This needs to be done immediately and the removal of any past Council members that are presently assigned signatory capabilities.

R5 – The Grand Jury recommends the City Council approves and directs an upgraded Audio/Visual system be purchased and implemented within 3 months for improved public information and participation.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code 933 and 933.05:
From the following individuals and governing bodies:
City of Colusa

- Findings F1 – F5
- Recommendations R1-R5

DISCLAIMER

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code 929 requires that reports of the Grand Jury do not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

This report on the City of Colusa is issued by the full 2024-2025 Grand Jury. No Grand Jurors recused themselves from this investigation.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

COLUSA COUNTY CIVIL GRAND JURY FINAL REPORT 2024 2025
COLUSA COUNTY ANIMAL CONTROL SERVICES

INTRODUCTION

One of the primary functions of the Grand Jury is to examine certain parts of government entities within the county. This investigation and reporting on local governments is sometimes referred to as the Grand Jury's "watchdog" function.

BACKGROUND

Colusa County Animal Control provides services to all of Colusa County. The City of Colusa and the City of Williams have contracts with the county to provide services within the cities. In addition to providing services to the cities of Williams and Colusa, it also serves the unincorporated areas of the county–Arbuckle, College City, Delevan, Grimes, Maxwell, Stonyford and Princeton.

This report is the result of a Grand Jury inquiry to check the operations and needs of the Colusa County Animal Control.

METHODOLOGY

The Grand Jury used the following resources to conduct its investigation:

- Interview with Animal Control staff
- Tour of the Animal Control facility
- Animal Control Colusa County, CA official website
- Review of Animal Services data–Animal ID statistics, Citation Offense County Statistics, Case Statistics
- Shelter Improvement List
- Agreements with contractors, Dispatch Services
- Scope of work for electrical upgrades
- Best Friends Animal Society Grant Agreement
- UC Davis Shelter Services Agreement
- Budgets from 2023, 2024 and current
- 2012 Needs Assessment & Facility Program
- 2017-2018 Grand Jury Report--Colusa County Animal Control Services

DISCUSSION

Animal Control Services duties include rabies shots, spay and neuter, field calls, licensing and collection of fees. Currently, Animal Control only accepts cash or checks. There is a need for an online payment system, such as Docupet. It is anticipated that the majority of animal owners would pay online.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

Grand Jury members had the opportunity to tour the Animal Control Services facility. Dogs that had been picked up in the county were located outside with very little shade. The employees were doing their best with limited resources. The office space is too small for more staff; however, they need more staff. There is grant money available for repairs and improvements; however, it is difficult to find anyone to do the repairs and improvements. One volunteer is currently lining up qualified people to provide shade/shelter cover funded by FOCCAS. FOCCAS (Friends of Colusa County Animal Shelter) is a nonprofit whose purpose is to support the shelter by providing resources the county does not and raised money for the shelter. A van was recently purchased to transport animals to facilities such as UC Davis. Grant money was used to purchase this vehicle.

The Animal Control staff shared a number of needs that would improve the animal shelter. Equipment needs include a Tommy Gate Lift, a hydraulic lift to help transport larger animals. Updated electrical for the building is another identified need. Volunteers are needed to help put up kennels, foster animals, and transport animals for procedures such as neutering and spaying. Volunteers currently help maintain the shelter.

Shelter Pro is a software program used in the Animal Control Services office. Shelter Pro features include incident reports, citation records, and bite case records. It has been used since 2020. An additional reporting device is needed out in the field.

In 2012, a Needs Assessment & Facility Program was conducted. The Animal Control staff indicated that almost everything from the assessment is still relevant. According to the Needs Assessment, at least 6.53 employees were recommended to provide the services necessary for Animal Services. At the time of the assessment, Animal Services had one Chief Animal Control Officer, one Animal Control Officer, one part-time position, and two inmate workers. Currently, there is one Chief Animal Control Officer, two Animal Control Officers, and one inmate worker. Additional staffing would provide more coverage to accommodate the community and provide proper care for the animals.

In addition to the staffing challenges, the Animal Control staff has seen a dramatic increase in the level of expected care and live outcomes. A decade ago, 50% of the animals brought to the shelter were cared for. Currently, Animal Control is expected to care for over ninety percent of the animals. Due to this higher percentage, dogs are now held a lot longer; and the shelter is almost always at capacity. California Food and Agricultural Code Sections 31108.3 and 31752.1 requires all animals that leave a shelter be microchipped. Animal Control does its best to ensure all animals are spayed and neutered before they leave the shelter. All of this takes a lot of time and money.

Additional needs include lowering the cost of euthanasia and alternatives, the reorganization of staff, hiring a kennel attendant, a part-time office person, and purchasing Pet Finder Helper which tracks information. An additional veterinarian in the county would provide local care for the animals.

In 2023, there were 2000 incident reports. Approximately fifteen hundred animals were picked up, and 276 were returned to their owners. In 2024, there was an average of 27 dogs in the shelter at any given time. The number of dogs in the shelter varies from 18-35. According to NACA (National Animal Care and Control Association) recommends each dog be fed and cleaned at least 15 minutes per day. This does not include walking the dogs, sanitizing carriers, assisting with vaccinating and microchipping.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

The shelter is overcrowded, and there is a need to design a new layout.

A representative from FOCCAS was interviewed and spoke in support of additional staff members and volunteers to support the shelter. Also, FOCCAS is in support of hiring additional staff personnel and felt that a full-time person would allow officers to be able to go out into the county.

The Animal Shelter received a $150,000 donation from the Colusa Casino. A UC Davis grant was awarded, and it expires at the end of 2025. A Best Friends grant of $45,000 was received to pay for electrical work. Tractor Supply of Williams has donated a large quantity of pet food, both dog and cat.

FINDINGS

F1–The Grand Jury finds the Colusa County Animal Control is providing the best services possible with limited resources.

F2–The Grand Jury finds the employees are dedicated and have a good attitude about everything.

F3–The Grand Jury finds that due to several grants being awarded, Animal Control purchased a van to transport animals. Grant money will also be used to pay for licensing software, repairs, and improvements to the shelter.

F4–The Grand Jury finds the Animal Control shelter is in need of several improvements such as replacing kennels, adding a shade structure, painting, repairs, etc.

RECOMMENDATIONS

R1–The Grand Jury recommends hiring additional staff and the creation of a foster/volunteer program.

R2–The Grand Jury recommends purchasing software to improve animal control services such as DocuPet, ShelterPro, and Pet Finder Helper.

R3–The Grand Jury recommends hiring a consultant to redesign a new layout or expansion for the kennels.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

RESPONSE

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, F2, F3, F4
Recommendations R1, R2, R3

Colusa County Board of Supervisors:

Findings F1, F2, F3, F4
Recommendations R1, R2, R3

INVITED RESPONSES The following responses are invited from the following individual:
Lieutenant—Correctional Services, Colusa County Sheriff's Departments

Findings F1, F2, F3, F4
Recommendations R1, R2, R3

DISCLAIMER
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. This report on the Colusa County Jail is issued by the full 2024-2025 Grand Jury.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

COLUSA COUNTY CIVIL GRAND JURY FINAL REPORT 2024 2025
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 April 29, 2025. The Jail is operating to current Board of State and Community Corrections (BSCC) standards, which sets the guidelines for recreation, food, and healthcare for inmates.

The Jail facilities are outdated and present a potential safety risk to both inmates and staff. However, these issues will be addressed with the construction of the new Jail facility due to be completed May 2026 and populated June 2026.

The Grand Jury has prepared this report summarizing the findings of our Jail inspection and recommendations.

BACKGROUND

The Grand Jury is authorized to visit and inquire into the conditions of any public Jail within the county, as outlined in Section 919 (a) and 919 (b) of the California Penal Code. Inspecting the safety and security in Jails are the Grand Jury's priorities along with ensuring inmates are treated in a safe and humane manner. The BSCC is a state regulatory agency that establishes and oversees standards for the construction, operation, and administration of the county detention facilities. The Jail houses a maximum of 92 inmates, and the inmate population at the time of our inspection was 68. The existing layout and infrastructure of the Jail is not up to modern detention facility standards which could create safety risks to both inmates and Jail staff, although the facility does comply to all BSCC standards.

METHODOLOGY

Information for this investigation was sources from the following:

- Grand Jury Committee tour of the Jail facility
- Interviews with the County's Jail administration and staff
- Review of Jail inspections conducted by the California Board of State and Community Corrections (BSCC)
- Fire, health, and safety inspection reports
- Past Colusa County Grand Jury reports
- Documents concerning Jail services available to inmates provided by the Jail, which included:
  - List of items available for purchase by inmates
  - List of items provided by the jail to inmates at no cost
  - Pamphlet from Trinity Food Service
- Colusa County website (www.countyofcolusa.org)
- American Correctional Association (https://www.aca.org/)
- Title XV operating standards

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

DISCUSSION

Pre-Inspection Interview

On April 22, 2025, Representatives of the Grand Jury and Jail administration held an introductory meeting. The meeting served to acquaint the Grand Jury with the overall operations of the Jail. At the time of the pre-inspection interview, there were 62 inmates in the facility. This figure remained unchanged during the follow-up in-person visit. During the pre-inspection interview, the issues of staffing, Jail facilities, general Jail operations, inmate services, and food were discussed. The current Jail was built in 1962.

Grand Jury Jail Inspection Tour

On April 29, 2025, the Grand Jury conducted an inspection tour of the Jail. The Grand Jury's focus was inmate processing in the Jail facility. The in-person tour consisted of inspection of the Jail; intake processing area, housing units, kitchen and food storage area, recreational area, educational programming rooms, medical office, laundry, and the Jail staff break room and commissary storeroom.

Meal Program and Food Facilities - Trinity Services Group, Inc. (Trinity) has been contracted to provide the food service for the Jail. Jail staff stated that they were overall pleased with the service that Trinity is providing. The Jail staff noted that the existing food service contract was renewed in 2024. Inmates are served three meals per day (including one hot meal which is typically the dinner meal). All meals are delivered to and consumed in the inmate's cell. At the time of our visit there were 3 Trinity staff members and one inmate trustee preparing meals for the day. Special dietary needs are considered based upon inmate needs. Meal planning and preparation are developed in collaboration with the Medical, Jail and Trinity Services staff. Inmates can supplement the Jail provided meals with orders from the Commissary. These items can be ordered by the inmate or their family. Orders placed by Sunday evening are delivered directly to the inmate by Tuesday. In additional to food items, inmates can purchase an array of other items such as personal care items and print media. There is a $150.00 per week limit on commissary orders per inmate.

Recreation Program - The recreation section of the Jail is very small and offers very little space to provide adequate recreation space for inmates. The recreation space is a small square courtyard surfaced entirely with asphalt. The Jail is required to provide three (3) hours of recreation time per week, but it does provide a general recreation time each day ranging from 30 minutes to an hour. Each inmate is offered a specific time; however, the inmate may request an alternate time which Jail staff make efforts to accommodate. If the following time slot is empty, they allow for extra time for the current inmate in the recreation area. The construction of the new Jail facility will have additional recreation yards that are larger and more functional than those at the current facility.

Education Program - The Jail's educational facilities include a classroom and a well-stocked library. On our visit we were able to see that volunteers had begun to reorganize the library, making it easier for inmates to locate specific materials. The educational program is staffed by a teacher from the Colusa County Office of Education who provides educational services to inmates on a voluntary basis. The

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

educational programs include High School Diploma and GED programs, literacy programs, as well as other "life skills" training programs that can benefit the inmate when they transition out of the Jail. The Jail staff noted that outside organizations (i.e. religious, substance abuse, etc.) also provide educational programs in the Jail. The Jail's classroom or library does not currently have computer access to support the educational program; however, the new Jail may include infrastructure to allow for tablet access for inmates to support the Jail's educational programs. These tablets will also make it convenient for inmates to fill out forms and submit directly to different agencies. Tablets are currently available in the classroom more for accessing learning materials. Also noted was that the Sheriff's Office tries to make their graduations a family event. Celebrating inmates who have successfully completed a High School Diploma or GED program. On the date of our visit, we observed many certificates of completion from a vast range of inmates.

Medical Services – Colusa County has contracted with Wellpath for onsite medical services. There is currently one (1) full-time Registered Nurse (RN) who provides primary medical services for the inmates and a part time Licensed Vocational Nurse (LVN). Nursing staff have an on-call doctor available for consultation and medical directives as there is no doctor on-site. If additional treatment is needed beyond what the Jail can provide, inmates are transported to the local hospital located in the County. If more extensive treatment is required for serious medical conditions, inmates are transported to nearby emergency medical centers. Psychological services are provided by the Colusa County Behavioral Health Services on an as-needed basis. The current medical facilities in the Jail are very small and create a significant challenge for the medical staff to provide services to the inmates. The new Jail will include medical facilities that are better suited to providing these medical services.

New Jail Project Update - The construction of the new Colusa County Jail is currently under way, with hopes of completion by May of 2026, and populated in early June of 2026. The new Jail is located behind the current Jail The current Jail will not be attached to the new Jail facility, as that would entail more extensive upgrades along with higher costs. There will be a breeze way between the two with approximately a 1–2-inch gap between the existing wall and the new facility. The current facility has a capacity of 92 inmates. The new facility will increase to a maximum of 96 meeting current Jail housing standards and regulations. It is anticipated that once the new Jail is constructed, the current Jail would not be used for housing inmates, but utilized for administrative offices, along with Jail-related operational uses. The new Jail construction was not in the scope of this visit, but may be for future Grand Juries.

FINDINGS

F1. The Grand Jury finds that Colusa County Jail administration and staff are operating the facility in an efficient and professional manner with the facility, tools, and staff at their disposal.

F2. The Grand Jury finds that while the Jail is currently functional, the outdated facilities and aged infrastructure does not meet modern correctional facility standards due to its design and layout, which poses a potential safety risk to inmates and staff. The current jail was built in 1962.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

F3. The Grand Jury finds that the Jail is following its annual inspections and maintains an appropriate safety plan for all Jail staff and inmates.

F4. The Grand Jury finds that the current educational program could benefit from additional educational offerings and technology for the inmates, such as individual tablets for each inmate as well as expanded education opportunities, including more self help type classes to improve their lives upon leaving jail.

RECOMMENDATIONS

R1. The Grand Jury recommends that the County of Colusa continue to move forward as quickly as possible the existing plan to construct a new, modern Jail that incorporates up-to-date facilities, technology, inmate housing, and safety features.

R2. The Grand Jury recommends that the Jail invest more resources into its educational programming, including expanding the use of computer technology, to provide a more substantive level of educational options for inmates. Such as self-improvement classes and job skills.

R3. The Grand Jury recommends that the Jail Staff conduct regular reviews of the contracted meal service program to identify potential improvements, including soliciting feedback from inmates.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05: From the following individuals and governing bodies:

Colusa County Sheriff:
Findings F1, F2, F3, F4
Recommendations R1, R2, R3

Colusa County Board of Supervisors:
Finding F1, F2, F3, F4
Recommendations R1, R2, R3

INVITED RESPONSES The following responses are invited from the following individual:
Lieutenant - Correctional Services, Colusa County Sheriff's Department:

Findings F1, F2, F3, F4
Recommendations R1, R2, R3

DISCLAIMER

Reports issued by the Grand Jury do not identify individuals interviewed.
Penal Code §929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury. This report on the Colusa County Jail is issued by the full 2024-2025 Grand Jury.

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

Attachment: Final report (10806 : Response to 2024-25 Civil Grand Jury Report)

Office *of the* Sheriff

COLUSA COUNTY

929 Bridge Street • Colusa, California 95932

(530) 458-0200

JOE GAROFALO
Sheriff-Coroner

July 23rd 2025

The Honorable Brendan M. Farrell
Colusa Superior Court
532 Oak Street
Colusa, CA 95932

RE: Response to the 2024 – 2025 Colusa County Grand Jury Report

Dear Judge Farrell,

Pursuant to section 933(c) California Penal Code, enclosed is the Colusa County Sheriff and Field Services Lieutenant's joint response to the applicable findings and recommendations, as set forth by the Colusa County Grand Jury in its 2024-2025 Final Report – Colusa County Animal Control. We would like to thank all members of the Grand Jury for their time and dedication.

FINDINGS

F1: The Grand Jury finds the Colusa County Animal Control is providing the best services possible with limited resources.

Response:
We concur that Colusa County Animal Control is making every effort to provide exceptional assistance to the residents of Colusa County, despite the limited resources at our disposal.

F2: The Grand Jury finds the employees are dedicated and have a good attitude about everything.

Response:
We once more concur that the employees of Colusa County Animal Control are committed and maintain a positive attitude, even in light of limited resources at their disposal. We are making every effort to ensure their safety and satisfaction.

Attachment: 24-25 grand jury sheriff resp (10806 : Response to 2024-25 Civil Grand Jury Report)

F3: The Grand Jury finds that due to several grants being awarded, Animal Control purchased a van to transport animals. Grant money will also be used to pay for licensing software, repairs, and improvements to the shelter.

Response:
That is correct with the collaboration of multiple entities Colusa County Animal Control successfully secured several grants. These grants proved to be highly advantageous for Animal Control, enabling them to acquire a much-needed cargo van along with other vital equipment. Colusa County Animal Control successfully provided spaying and neutering services for more than 400 dogs and cats belonging to the residents of Colusa County.

F4: The Grand Jury finds the Animal Control shelter is in need of several improvements such as replacing kennels, adding a shade structure, painting, repairs, etc.

Response:
We concur and the Colusa County Animal Control is presently soliciting bids for shade structures. Once the shade structure is erected, several kennels will be installed beneath it to shield the animals from adverse weather conditions.

RECOMMENDATIONS

R1: The Grand Jury recommends hiring additional staff and the creation of a foster/volunteer program.

Response:
We concur that additional staff is needed. Due to fiscal restrains that will make this extremely difficult in the near future. The Sheriff's Office and FOCCAS (Friends of Colusa County Animal Shelter) has been looking into a volunteer/foster program.

R2: The Grand Jury recommends purchasing software to improve animal control services such as DocuPet, ShelterPro, and Pet Finder Helper.

Response:
In 2020 Colusa County Animal Control started using Shelter Pro. In late 2025 or early 2026 we are hoping to start using DocuPet for Colusa County's pet licensing needs. We recently received a grant that will cover the cost of the one-time start-up fee. The Colusa County Animal Shelter has been posting available dogs and cats on Petfinder since 2005.

R3: The Grand Jury recommends hiring a consultant to redesign a new layout or expansion for the kennels.

Attachment: 24-25 grand jury sheriff resp (10806 : Response to 2024-25 Civil Grand Jury Report)

Response:
With anticipated budget cuts, the county hiring a consultant to redesign the shelter anytime soon is not likely. With the help of donations and the support of FOCCAS, improvements have been made in the shelter. Grants have also been instrumental in making improvements to the shelter. With grant funds, the shelter recently upgraded all of the electrical in the ACO and the shelter. The shelter also purchased an ice machine and installed a Hobart sanitizer. We are hopeful that in the future the county will have available funds to hire a consultant and make more improvements in the shelter.

COLUSA COUNTY JAIL

Pursuant to section 933(c) California Penal Code, enclosed is the Colusa County Sheriff and Jail Lieutenant's joint response to the applicable findings and recommendations, as set forth by the Colusa County Grand Jury in its 2024-2025 Final Report - Inspection of the Colusa County Jail.

FINDINGS

F1: The Grand Jury finds that Colusa County Jail administration and staff are operating the facility in an efficient and professional manner with the facility, tools, and staff at their disposal.

Response:
I agree. The Colusa County Jail will continue to maintain and do our best to exceed standards in correctional operations. Our staff remains committed to operating a safe, secure, and professional environment for both incarcerated individuals and personnel.

F2: The Grand Jury finds that while the Jail is currently functional, the outdated facilities and aged infrastructure does not meet modern correctional facility standards due to its design and layout, which poses a potential safety risk to inmates and staff. The current jail was built in 1962.

Response:
I partially agree. While the current Jail is operational and adheres to regulatory standards, the infrastructure and design limitations of a facility constructed in 1962 do present challenges to modern correctional practices and safety enhancements. We feel positive about the progress of the new Jail construction. In the meantime, maintaining a safe and secure facility remains a top priority for our staff, despite the building's outdated age. We look forward to the transition into the new facility in the near future.

F3: The Grand Jury finds that the Jail is following its annual inspections and maintains an appropriate safety plan for all Jail staff and inmates.

Attachment: 24-25 grand jury sheriff resp (10806 : Response to 2024-25 Civil Grand Jury Report)

Response:
I agree. The Jail is in compliance with all required inspections and continues to uphold a comprehensive safety plan for staff and incarcerated individuals. These efforts are reviewed regularly and remain a high operational priority.

F4: The Grand Jury finds that the current educational program could benefit from additional educational offerings and technology for the inmates, such as individual tablets for each inmate as well as expanded education opportunities, including more self-help type classes to improve their lives upon leaving jail.

Response:
I agree. We are actively working toward expanding educational offerings and resources for incarcerated individuals. While the current facility imposes limitations on technology-based programs, the new facility will be equipped with enhanced infrastructure, including tablet access, to better support for rehabilitation and educational initiatives.

RECOMMENDATIONS

R1: The Grand Jury recommends that the County of Colusa continue to move forward as quickly as possible with the existing plan to construct a new, modern Jail that incorporates up-to-date facilities, technology, inmate housing, and safety features.

Response:
I agree. The County of Colusa remains committed to completing the new Jail project as scheduled. The new facility will incorporate modern design elements, technological advancements, and safety improvements that align with best practices in correctional management.

R2: The Grand Jury recommends that the Jail invest more resources into its educational programming, including expanding the use of computer technology, to provide a more substantive level of educational options for inmates. Such as self-improvement classes and job skills.

Response:
I partially agree. We recognize the importance of providing meaningful education and life skills training to incarcerated individuals. The current infrastructure restricts some capabilities; however, we are proactively preparing for expanded technological and educational programming with the completion of the new Jail. In the interim, we continue to collaborate with community partners, such as the local library and Colusa County Office of Education, to offer valuable learning opportunities and services.

R3: The Grand Jury recommends that the Jail Staff conduct regular reviews of the contracted meal service program to identify potential improvements, including soliciting feedback from inmates.

Attachment: 24-25 grand jury sheriff resp (10806 : Response to 2024-25 Civil Grand Jury Report)

Response:
I partially agree. The Jail has a process in place to monitor the quality of food service through ongoing staff oversight and a grievance system available to all incarcerated individuals. Trinity Services provides a certified, dietitian-approved menu that complies with Title 15 standards. We are open to exploring enhanced feedback mechanisms and further evaluations to ensure continued satisfaction and service quality.

Sincerely,

Joe Garofalo
Sheriff/Coroner

BY: Jose Ruiz,
Lieutenant, Field Services Division

BY: Arnold Navarro
Lieutenant, Correctional Services Division

Attachment: 24-25 grand jury sheriff resp (10806 : Response to 2024-25 Civil Grand Jury Report)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

PENAL CODE

Section 933

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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.)

Attachment: PEN_933. (10806 : Response to 2024-25 Civil Grand Jury Report)

JOSE MERCED CORONA, DISTRICT I,
VICE-CHAIR
DAURICE K. SMITH, DISTRICT II
CHAIR
KENT S. BOES, DISTRICT III,
RANDY WILSON, DISTRICT IV,
JANICE A. BELL, DISTRICT V

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BOARD OF
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September 23, 2025

The Honorable Brendan M. Farrell
Presiding Judge
Colusa County Superior Court
532 Oak Street
Colusa, CA 95932

RE: Response to the 2024-2025 Civil Grand Jury Final Report

Dear Judge Farrell:

The Board of Supervisors is pleased to provide a response to the 2024-2025 Civil Grand Jury Final Report.

Report #2 – Colusa County Animal Control Services

Finding No. 1: The Grand Jury finds the Colusa County Animal Control is providing the best services possible with limited resources.

We agree with this finding. Colusa County Animal Control makes the most of the funding provided to them through the General Fund and Health Realignment, as well as seeking out grant opportunities, which enables them to provide high quality services.

Finding No. 2: The Grand Jury finds the employees are dedicated and have a good attitude about everything.

We agree with this finding. The staff in Animal Control are a hard-working, dedicated team.

Finding No. 3: The Grand Jury finds that due to several grants being awarded. Animal Control purchased a van to transport animals. Grant money will also be used to pay for licensing software, repairs, and improvements to the shelter.

We agree with this finding. The grants allowed purchase of or improvements to fixed assets that otherwise would not have happened, as well as enabling the spaying and neutering of hundreds of dogs and cats in the community.

Finding No. 4: The Grand Jury finds the Animal Control shelter is in need of several improvements such as replacing kennels, adding a shade structure, painting, repairs, etc.

Attachment: BOS response (10806 : Response to 2024-25 Civil Grand Jury Report)

We agree with this finding. The shelter is one of many County buildings in need of maintenance such as this.

Recommendation No. 1: The Grand Jury recommends hiring additional staff and the creation of a foster/volunteer program.

The recommendation will be implemented as to staffing as budgetary constraints allow. As to the creation of a foster/volunteer program, while the Board is certainly supportive of such a program, as the name implies "volunteer", it is not at our discretion to implement.

Recommendation No. 2: The Grand Jury recommends purchasing software to improve animal control services such as DocuPet, ShelterPro, and Pet Finder Helper.

This recommendation has already been partially implemented. Animal control has been using Petfinder since 2005, and ShelterPro since 2020. As budgetary constraints allow, additional software applications may come into use. The Board is supportive of utilizing technology to help create efficiencies in all areas of the County.

Recommendation No. 3: The Grand Jury recommends hiring a consultant to redesign a new layout of expansion for the kennels.

This recommendation will not be implemented any time in the near future due to budget constraints.

Report #3 - Inspection of Colusa County Jail

Finding No. 1: The Grand Jury finds that the Colusa County Jail administration and staff are operating the facility in an efficient and professional manner with the facility, tools and staff at their disposal.

We agree with this finding, and commend the correctional administration and staff for their diligence.

Finding No. 2: The Grand Jury finds that while the Jail is currently functional, the outdated facilities and aged infrastructure does not meet modern correctional facility standards due to its design and layout, which poses a potential safety risk to inmates and staff. The current jail was built in 1962.

We agree with this finding. The new jail project has been supported by the Board since inception in 2013 and are we incredibly pleased with the construction progress at this time. Until the new facility is completed, the staff works diligently to ensure both inmates and staff are occupying a safe and secure facility.

Finding No. 3: The Grand Jury finds that the Jail is in compliance with its annual inspections and maintains an appropriate safety plan for all Jail staff and inmates.

We agree with this finding, and commend the correctional staff and officers for their thoroughness in keeping the facility in a state of compliance.

Attachment: BOS response (10806 : Response to 2024-25 Civil Grand Jury Report)

Finding No. 4: The Grand Jury finds that the current educational program could benefit from additional educational offerings and technology for the inmates, such as individual tablets for each inmate as well as expanded education opportunities, including more self help type classes to improve their lives upon leaving jail.

We agree with this finding. With the new facility becoming operational, there will be opportunity to expand the educational offerings and greater access to current technologies for the inmates.

Recommendation No. 1: The Grand Jury recommends that the County of Colusa continue to move forward as quickly as possible the existing plan to construct a new, modern jail that incorporates up-to-date facilities, technology, inmate housing, and safety features.

This recommendation has been implemented. The construction project has seen significant progress in the past year with an expected completion date of April 2026. This new facility will incorporate all the details reflected in the recommendation.

Recommendation No. 2: The Grand Jury recommends that the Jail invest more resources into its educational programing, including expanding the use of computer technology, to provide a more substantive level of educational options for inmates. Such as self-improvement classes and job skills.

This recommendation will be implemented. With the completion of the new jail there will be additional space, as well as technology improvements to provide increased inmate programming and educational offerings that we are unable to provide in the current facility due to its age and construction type. Until that time, the Jail Commander in collaboration with partner agencies will continue to ensure as many educational opportunities as are feasible are available to inmates.

Recommendation No. 3: The Grand Jury recommends that the Jail Staff conduct regular reviews of the contracted meal service program to identify potential improvements, including soliciting feedback from inmates.

This recommendation has been implemented. As noted in prior responses, jail staff provides oversight to the meal program and there is a grievance procedure already in place where inmates can lodge complaints/concerns regarding their meals.

Respectfully submitted.

_____

Daurice K. Smith, Chair
Colusa County Board of Supervisors

cc: Sheriff Joe Garofalo

Attachment: BOS response (10806 : Response to 2024-25 Civil Grand Jury Report)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: **Adopt Resolution Authorizing the Purchasing Agent to procure Microsoft Software Licenses for FY 25/26 and FY 26/27 exceeding $10,000.**

Adopt Resolution Authorizing the Purchasing Agent to procure Microsoft Software Licenses for FY 25/26 and FY 26/27 exceeding $10,000.

Detailed Description/Background of request

Various County Departments require upgraded and/or renewed Microsoft email subscriptions for FY 25/26 and FY 26/27. The IT Department has identified several options including Microsoft Exchange Online and Microsoft 365 which vary in price from $10 to $35 per month.

Each license request is evaluated by the IT Department to determine what is the best solution for the Department. The Purchasing Agent requests authority to renew and/or procure up to 425 budgeted licenses without additional Board approval for FY 25/26 and FY 26/27. All subscriptions are on the same three year term and will be brought back to the Board for renewal in FY 27/28.

Prior Board Action

None.

Fiscal Impact/Funding Source

Each Department will be charged for the cost of their license.

Action for the Clerk

Please number Resolution.

ATTACHMENTS:

- Resolution_Software Licenses FY25.26 & 26.27 (DOCX)

RESOLUTION NO. 25-_____

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PURCHASING AGENT TO PROCURE MICROSOFT SOFTWARE SUBSCRIPTIONS EXCEEDING $10,000 WITHOUT BOARD APPROVAL

WHEREAS, various departments within Colusa County require upgraded Microsoft email subscriptions for FY 25/26 and FY 26/27; and

WHEREAS, the Colusa County Information Technology Department has identified subscription options based on departmental needs, including Microsoft Exchange Online and Microsoft 365; and

WHEREAS, the Colusa County Purchasing and Procurement Division will utilize Microsoft Enterprise Agreement No. 8084445 with CDW Government LLC for such purchases; and

WHEREAS, the Microsoft Enterprise Agreement initiated by Riverside County is valid through October 31, 2027 and available for use by all governmental agencies within the State of California; and

WHEREAS, all future license purchases will be processed as additions to the County's existing purchase order, which supports a three-year license valid through August 31, 2027; and

WHEREAS, upon expiration of the three-year license term, the renewal will be presented to the Board for approval;

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Purchasing Agent is authorized to purchase up to 425 Microsoft email licenses for County departments; and

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the Purchasing Agent to procure and execute purchase orders for Microsoft software licenses for County departments, including those exceeding $10,000, without further Board approval.

PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:

NOES:

ABSENT:

Attachment: Resolution_Software Licenses FY25.26 & 26.27 (10761 : Adopt Resolution Authorizing Purchasing Agent Authority - Software

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

By:_____
Patricia Rodriguez, Deputy Clerk

Attachment: Resolution_Software Licenses FY25.26 & 26.27 (10761 : Adopt Resolution Authorizing Purchasing Agent Authority - Software

COUNTY OF COLUSA, CA 7.4

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: **Approve Agreement for Acquisition of a Temporary Construction Easement, Temporary Construction Easement (TCE) and Permission to Enter and Construct (PTEC) with the City of Williams for real property located at 901 E Street, Williams, Ca.**

Approve Agreement for Acquisition of a Temporary Construction Easement, Temporary Construction Easement (TCE) and Permission to Enter and Construct (PTEC) with the **City of Williams** for real property located at 901 E Street, Williams, Ca.

Detailed Description/Background of request

The County of Colusa has been contacted by the City of Williams with a request for a Temporary Construction Easement (TCE) over a 592-square-foot portion of County-owned property located at 901 E Street, Williams, the site of the Williams Library Branch. The City requires this easement as part of the E Street Complete Streets Project and will compensate the County $625 for conveyance of the TCE.

The E Street Complete Streets Project will improve approximately 3,500 linear feet of E Street between Sunset Street and 8th Street in Williams. Planned improvements include roadway and pedestrian safety enhancements such as reduced travel lane widths, raised landscape medians, center turn lanes, protected bike lanes, new concrete curb, gutter, and sidewalks, upgraded curb ramps, adjustments and relocations of utilities, drainage improvements, and the installation of three roundabouts at Pinewood Court, 12th Street, and 11th Street. In addition, E Street from Sunset Street to Husted Road will be re-striped to include bike lanes.

A Permission to Enter and Construct (PTEC) is also requested to allow the City to tie into the existing sidewalk. No compensation will be provided for the PTEC; however, the City will be responsible for restoring all County property improvements-including landscaping, irrigation, and other features-if affected.

The TCE and PTEC will remain valid through project completion, but no later than February 28, 2027. Any damage to the affected area will be repaired or replaced in-kind by the City.

All documents have been reviewed and approved for accuracy by the Director of Public

Works. The CAO's Office recommends that the Board approve the Agreement for Acquisition of a Temporary Construction Easement, the Temporary Construction Easement, and the Permission to Enter and Construct.

Prior Board Action
None.

Fiscal Impact/Funding Source
None. The County will receive $625.

Action for the Clerk
Obtain signatures on original documents and provide to ACAO Molly West.

ATTACHMENTS:

- Agreement_Aquisition of Temp Construction Easement_City of Williams (PDF)
- Attachment A_TCE_City of Williams (PDF)
- PTEC_County of Colusa (PDF)

ORIGINAL

Project: E Street Complete Streets Project
Parcel No: 21

Grantor: COUNTY OF COLUSA BOARD OF SUPERVISORS

Grantee: CITY OF WILLIAMS, a municipal corporation

AGREEMENT FOR ACQUISITION OF A TEMPORARY CONSTRCUTION EASEMENT UPON REAL PROPERTY

This Agreement for Acquisition of a Temporary construction Easement ("**Agreement**") is made this 23rd day of September, 2025, by and between the **CITY OF WILLIAMS, a California municipal corporation** ("**CITY**"), and **County of Colusa Board of Supervisors** ("**GRANTOR**"), individually referred to as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, GRANTOR is the fee title owner of certain real property located at 901 E Street, Williams, California, identified as Colusa County Assessor Parcel Number 005-094-005; and

WHEREAS, the Parties mutually desire for CITY to complete streetscape and infrastructure improvements to a segment of E Street between Sunset Street and Husted Road, to improve multi-modal connectivity and create a safer roadway environment for all users, address the needs of the most vulnerable travelers (pedestrians, students, and cyclists) and accommodate motor vehicle travel at appropriate speeds along the corridor; and

WHEREAS, in order to proceed with the Project, the CITY will need to acquire from GRANTOR an easement interest in a portion of the GRANTOR Property for temporary construction purposes, as described and depicted in **Exhibit "A"** (the "**Easement**" or "**Easement**"), attached hereto and incorporated herein by this reference; and

WHEREAS, GRANTOR and CITY prefer to reach a mutually acceptable agreement for the acquisition of the Easement in lieu of CITY acquiring the Easement through the exercise of CITY's power of eminent domain; and

WHEREAS, GRANTOR agrees to sell, and CITY agrees to buy, the Easement pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, GRANTOR and CITY mutually agree as follows:

1. Incorporation of Recitals

The above recitals are true and correct and incorporated into this Agreement by reference.

2. Delivery of Documents by Grantor; Recording

Upon full execution of this Agreement by the Parties ("**Effective Date**"), and in any event, no later than twenty-one (21) calendar days from the Effective Date, GRANTOR shall execute, acknowledge and deliver to CITY the Easement in the form of **Exhibit "A"**. Once CITY has received the

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

Easement and issued payment to GRANTOR, CITY shall record the Easement with the Sacramento County Recorder's Office.

3. Payment

A. Purchase Price

Upon delivery of the fully executed and acknowledged Easement to CITY by GRANTOR, CITY shall tender payment to GRANTOR in the amount of **Six Hundred Twenty-Five Dollars and 00/100 ($625.00)** ("**Purchase Price**"), which is specifically agreed to by the Parties to be the full amount of just compensation for conveyance of the Easement.

This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of Grantee. The Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase of the Easement herein contemplated. The Grantee shall pay all escrow, recording fees incurred in this transaction.

4. Just Compensation

A. GRANTOR agrees that performance of this Agreement by CITY, including the payment recited in **Section 3.A.**, shall constitute full and fair compensation and consideration for any and all claims that GRANTOR may have against CITY by reason of the acquisition of the Easement and Improvements, possession, use and/or occupancy of the Easement areas, and GRANTOR hereby waives any and all such claims, including claims for severance or taking compensation or damages on account of the acquisition of the Easement.

B. The forgoing waiver shall include any and all rights or claims that GRANTOR may have under Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, the Eminent Domain Law (California Code of Civil Procedure § 1230.010 et seq.), or any other law or regulation, except as provided herein. GRANTOR is aware of and understands all potential benefits to which it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the CITY and with legal counsel of its choice.

5. Waiver under Section 1542

The Parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Easement by the CITY, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. GRANTOR hereby waives any and all rights or benefits arising from and/or related to the CITY's acquisition, possession and/or use of the Easement that it may have under Section 1542 of the Civil Code of the State of California which provides:

> **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

B. GRANTOR represents and warrants that it understands the effect of this waiver of Section 1542 and has had the opportunity to discuss the effect of this waiver with legal counsel of its choice.

6. Obligation to Inform

A. This Agreement is expressly made between the CITY and GRANTOR. The CITY has not reviewed, nor does it have access to, any leases or rental agreements with GRANTOR's tenants, if any. GRANTOR is responsible for any notification to its tenants and for any terms of any lease or rental agreements between GRANTOR and its tenants that may be affected by this Agreement, if any.

B. In the event GRANTOR lists the GRANTOR Property for sale or lease, GRANTOR agrees to promptly notify CITY, in writing, of said property listing and shall inform the buyer and/or tenant of the CITY's Project, this Agreement, and related removal of improvements occurring on the GRANTOR Property, pursuant to this Agreement and written consent of buyer shall be provided to the CITY.

7. Construction Contract Work

GRANTOR is willing to grant CITY a temporary right to enter and construct upon a portion of the GRANTOR Property in order to complete certain Construction Contract Work, as described in the attached **Exhibit "B"** (**"Special Provisions"**) and depicted on **Exhibit "B-1"** (**"Owner Exhibit"**), attached hereto and incorporated herein by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

A. Responsibility for Improvements

Upon completion of Project construction, GRANTOR shall continue to have the duty and responsibility to maintain the sidewalk, including any planting strip or driveway approach, in a safe condition, as detailed in City of Williams Municipal Code Chapter 12.08.

8. Eminent Domain

A. It is mutually understood that the acquisition of the Property by CITY is for a public purpose, and therefore, the CITY can acquire the Easement through the exercise of the power of eminent domain. The acquisition by and through this Agreement is in lieu of CITY's exercise of the power of eminent domain. Both GRANTOR and CITY recognize the expense, time, effort and risk to both GRANTOR and CITY in resolving a dispute over compensation for acquisition of the Easement by eminent domain litigation. The compensation set forth herein is in compromise and settlement, in lieu of such litigation.

B. To the extent such provisions are applicable to this transaction; the Parties waive any notice or right of first refusal pursuant to Code of Civil Procedure §1245.245 and any lease back rights under Code of Civil Procedure §1263.615.

9. Amendment

This Agreement may be modified, changed or rescinded only by an instrument in writing executed by the Parties hereto.

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

10. Grantor's Representations

A. GRANTOR makes the following representations and warranties:

i. GRANTOR owns full legal title to the GRANTOR Property and has full power and authority to convey all property rights described herein to CITY; and

ii. This Agreement constitutes a legal, valid, and binding obligation of GRANTOR enforceable in accordance with its terms; and

iii. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the GRANTOR Property, or any portion thereof, or pending or threatened against GRANTOR, which could (a) affect GRANTOR's title to the GRANTOR Property, or any portion thereof, (b) affect the value of the GRANTOR Property, or any portion thereof, or (c) subject any grantee of the GRANTOR Property, or any portion thereof, to liability; and

iv. There are no uncured notices, which have been served upon GRANTOR from any governmental agency notifying GRANTOR of any violations of law, ordinance, rule, or regulation, which would affect the GRANTOR Property, or any portion thereof; and

v. There are no Hazardous Substances (as defined below), or storage tanks containing Hazardous Substances, in, on, under, or about the Easement; and

vi. There has been no production, storage, disposal, presence, observance, or release of any Hazardous Substances in, on, under, or about the Easement; and

vii. There are no violations, notices or other information of any Federal, State or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Easement and relating to Hazardous Substances and/or environmental compliance; and

viii. There is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Easement or any portion thereof; and

ix. Conveyance of the property rights described herein shall not constitute a breach or default under any agreement to which GRANTOR is bound and/or to which the Easement is subject.

B. Each of the above warranties and representations is material and is relied upon by CITY separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Easement is recorded and shall survive the recording of the Easement. If, before the recording of the Easement, GRANTOR discovers any information or facts that would materially change any of these warranties and representations, GRANTOR shall immediately give notice in writing to CITY of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Easement, the CITY may, at its unfettered discretion, either cancel and terminate this Agreement or give the GRANTOR the option to remedy the problem before the recording of the Easement or deduct from the payments required by **Section 3.A.**, as a credit to CITY, in an amount as determined by the CITY reasonably required to remedy the problem.

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

11. Liability for Hazardous Substances

The Parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or below any portion of the Property shall be governed by applicable law, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by CITY.

"**Hazardous Substance(s)**" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

(i) regulated by any local governmental agency, the State of California or the United States Government;

(ii) defined as such in any Federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330.2-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25);

(iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as Hazardous Substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302);

(iv) asbestos or asbestos containing material;

(v) radon gas;

(vi) petroleum or petroleum fractions;

(vii) any explosive substances;

(viii) polychlorinated biphenyl;

(ix) a radioactive material; and

(x) per chlorate.

12. Indemnification

GRANTOR agrees to hold harmless, indemnify, and defend (with counsel acceptable to the CITY which consent shall not be unreasonably withheld) CITY, its officers, elected and appointed officials, agents, employees, and volunteers (hereinafter "Indemnified Party"), and hold the Indemnified Party harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with: (i) any acts or omissions related to the performance of this Agreement, (ii) any breach of this Agreement, or (iii) the occupancy or use of the Easement

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

(including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Easement), by the GRANTOR, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed to by the parties, GRANTOR shall remain obligated to defend, indemnify, and hold harmless the CITY, its officers, elected and officials, agents, employees, and volunteers pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Agreement.

13. Right of Possession

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 3.A herein are deposited into the escrow controlling this transaction. The amount shown in Section 3.A herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

14. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either (1) personally delivered or (2) sent by regular U.S. Mail with a copy also transmitted via email, to the following address:

To City:
Attn: Frank Kennedy
City of Williams – City Administrator
810 E Street
Williams, CA 95987
Email: fkennedy@cityofwilliams.org

To Grantor:
County of Colusa Board of Supervisors
547 Market St., Ste 102
Williams, CA 95932

15. Recording

Either party may record this Agreement in the Recorder's Office for Sacramento County.

16. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the CITY and GRANTOR, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both Parties, and any attempt to assign this Agreement without such consent shall be void.

17. Brokers

GRANTOR and CITY each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

18. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

19. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

20. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

21. Construction

Parties agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as substantive portion of this Agreement and shall not be used to interpret or construct the meaning of the Agreement.

22. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Sacramento County Superior Court.

23. Title VI, 1964 Civil Rights Act

The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

24. Entire Agreement

The Parties have herein set forth the whole of their Agreement with regard to acquisition of the Property by CITY. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the Parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by CITY.

25. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. Photocopied or electronic signatures shall be enforceable as originals.

26. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement, and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTOR:
County of Colusa Board of Supervisors

_____
By: Daurice K. Smith, Chair

_____
Its:

Date: _____

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

_____
Patricia Rodriguez, Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

GRANTEE:
CITY OF WILLIAMS,
a California municipal corporation

By: _____
Frank Kennedy, City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____
Andreas Booher, City Attorney

Date: _____

ATTEST:

By: _____
Mariana Pineda, City Clerk

Date: _____

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

EXHIBIT "A"
Temporary Construction Easement

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

EXHIBIT "B"
Special Provisions

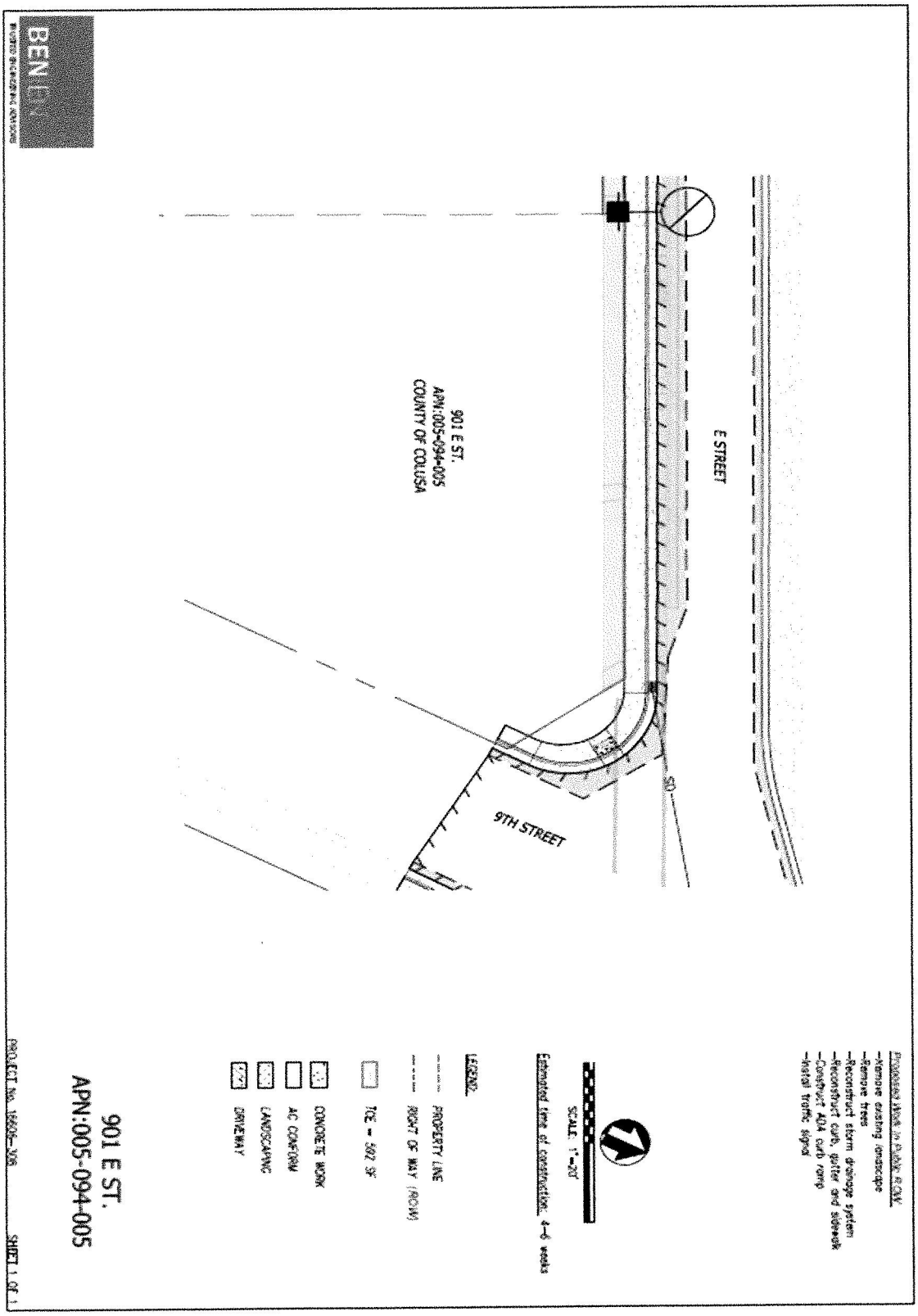
Construction Contract Work

Pursuant to the Plans and Specifications for the E Street Complete Streets Project, and as depicted on **Exhibit "B-1,"** the CITY and its authorized agents and contractors will complete the following work within the Public Right of Way and Easement area:

- Remove existing landscape; and
- Remove trees; and
- Reconstruct storm drainage system; and
- Reconstruct curb, gutter and sidewalk; and
- Construct ADA curb ramp; and
- Install traffic signal

Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

EXHIBIT "B-1"
Owner Exhibits Page



Attachment: Agreement_Aquisition of Temp Construction Easement_City of Williams [Revision 1] (10763 : Approve Temporary Construction

Recorded at the request of:

City of Williams

When recorded return to:

Department of Public Works
City of Williams
810 E Street
Williams, CA 95987
Attn: Frank Kennedy

Record Without Fee
Govt. Code. §6103 & §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: E Street Complete Steets Project
Project Parcel Identification No.: 21
APNs: 005-094-005
Colusa County, California

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by **County of Colusa Board of Supervisors** (hereinafter "**Grantor**"), grants to the **CITY OF WILLIMAS, a Municipal Corporation of the State of California** (hereinafter "**Grantee**"), a temporary construction easement (hereinafter "**TCE**") for the construction (and other related activities incidental to construction) of the E Street Complete Streets Project ("**Project**"), under, upon, over and across that certain real property, situated in the City of Williams, County of Colusa, State of California, and more particularly described and depicted in See **Exhibit "A"** attached hereto and incorporated herein ("**Subject Property**") on the following terms and conditions:

1. The rights granted herein will commence at the recordation of the Easement

2. The TCE will terminate at the completion of Project construction or eighteen (18) months after the commencement of the TCE, whichever occurs first, but no later than February 28, 2027, without any further action on the part of Grantor.

3. The TCE includes the right for ingress and egress, and construction of the Project.

4. Improvements within the easement area, as defined by Exhibit "A" will be protected in place or replaced in-kind, as before project construction.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Signature(s) on following page

Attachment: Attachment A_TCE_City of Williams (10763 : Approve Temporary Construction Easement)

GRANTOR: COUNTY OF COLUSA BOARD OF SUPERVISORS

By: _____

_____

Its:

_____

Date

APPROVED AS TO FORM:

_____

Richard Stout, County Counsel

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

_____

Patricia Rodriguez, Clerk

Attachment: Attachment A_TCE_City of Williams (10763 : Approve Temporary Construction Easement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____ (Date),

before me, _____ (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 of Notary Public

Attachment: Attachment A_TCE_City of Williams (10763 : Approve Temporary Construction Easement)

Exhibit "A"
Legal Description

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

All that real property located in the City of Williams, County of Colusa, State of California, being a portion of Lot 1 Block 65 as recorded in Book 3 of Maps, Page 20 on file in the office of the Colusa County Recorder, being more particularly described as follows:

BEGINNING at a point at the southerly 40-foot right of way of E Street formerly known as State Highway 20 and the most westerly corner of said Lot 1; thence along said right of way North 62°55'25" East, 116.68 feet; thence continuing along said right of way South 60°17'57" East, 5.98 feet; thence leaving said right of way South 62°55'25" West, 119.96 feet to a point along the westerly line of said Lot 1; thence along said westerly line North 27°04'35" West, 5.00 feet to the **POINT OF BEGINNING.**

Containing 592 square feet of land, more or less.

See Exhibit "B" attached hereto and made a part of this description.

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.

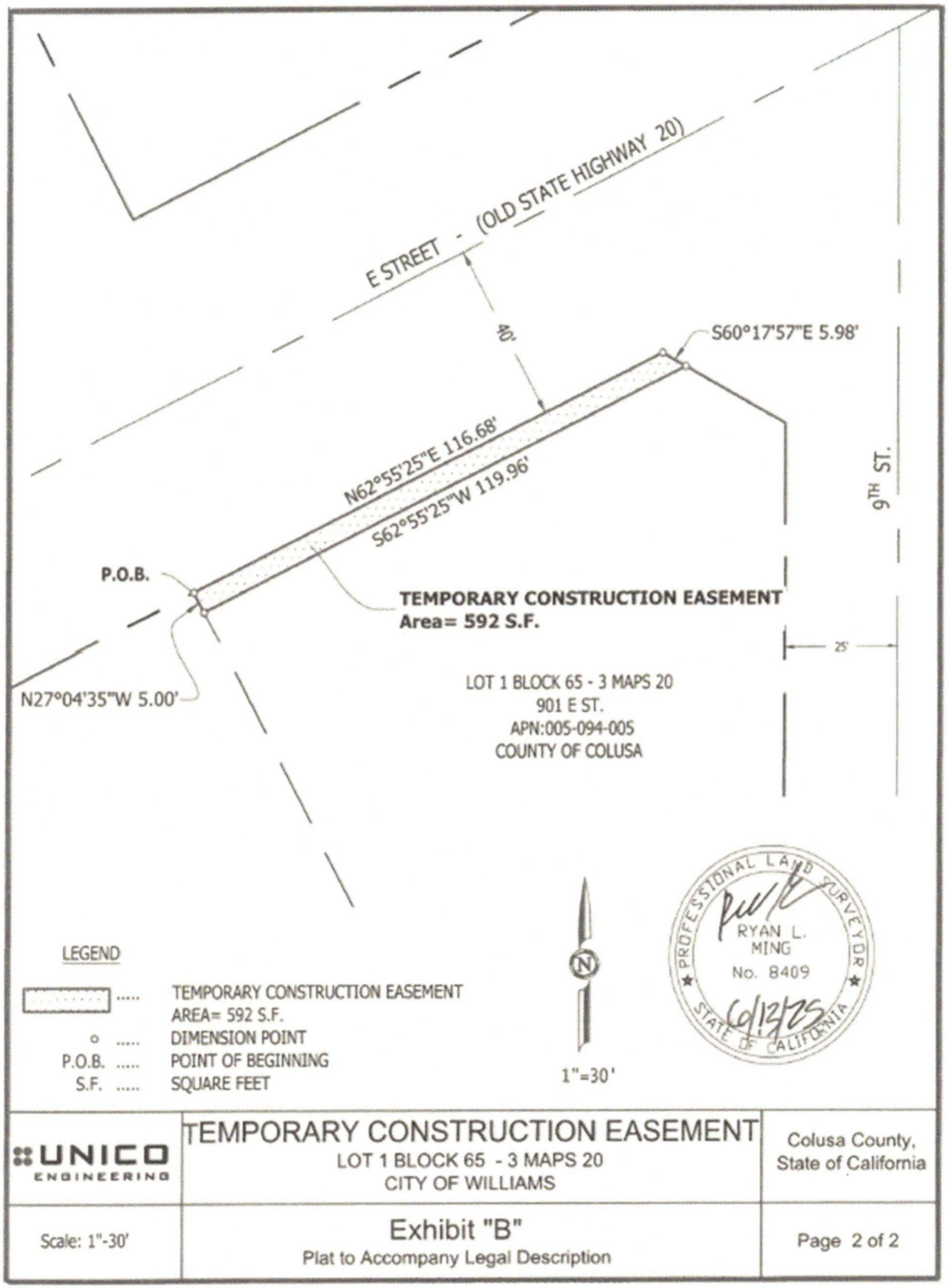
6/13/25

Ryan L. Ming P.L.S. 8409 Date



Attachment: Attachment A_TCE_City of Williams (10763 : Approve Temporary Construction Easement)

Plat Map



Attachment: Attachment A_TCE_City of Williams (10763 : Approve Temporary Construction Easement)

CERTIFICATE OF ACCEPTANCE BY CITY OF WILLIAMS

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated _____, 20____, from **County of Colusa Board of Supervisors** to the City of Williams, a Municipal Corporation of the State of California, is hereby accepted by the City Counsel of the City of Williams pursuant to authority conferred by Resolution No. 07-01 of said Board adopted on January 17, 2007, and the Grantee consents to the recordation thereof by its duly authorized agent.

Date_____ By_____
City of Williams

-NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED-

Attachment: Attachment A_TCE_City of Williams (10763 : Approve Temporary Construction Easement)

Project	APN	Agency	Owner	Location
City of Williams E Street Improvements	005-094-005	City of Williams	Colusa County of Boards of Supervisors	901 E Street, Williams, CA 95987

City of Williams
Permit to Enter and Construct (PTEC)

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

Subject: Permit to Enter and Construct
City of Williams E Street Improvements

Dear Colusa County of Boards Supervisors:

Permission is hereby granted to the City of Williams (City), its employees, officers, agents, and contractors to enter upon the, **Colusa County of Boards of Supervisors**, (OWNER) parcel of property at **901 E Street, Williams, CA 95987,** further identified as **APN: 005-094-005**, as depicted in **Exhibit A (Property Map)**, hereby incorporated into, and made part of this Permit to Enter and Construct for the purposes of constructing/reconstructing private property improvements, Further outlined in **EXHIBIT B (Special Provisions)**, in conjunction with the **City of Williams E Street Complete Streets Project**.

It is understood there will be no compensation for granting such access and construction of said improvements would not result in the loss of private property. Further, the City agrees to restore all private property improvements, landscape, irrigation, hardscape, etc., if applicable. The permission is granted in consideration of the benefits which may accrue to my/our property, and shall expire upon completion of the overall project, Twelve (12) months: **March 1, 2026 through February 28, 2027**.

City:

By:_____

Date:_____

Owner: Colusa County of Boards of Supervisors

By: _____

Date: _____

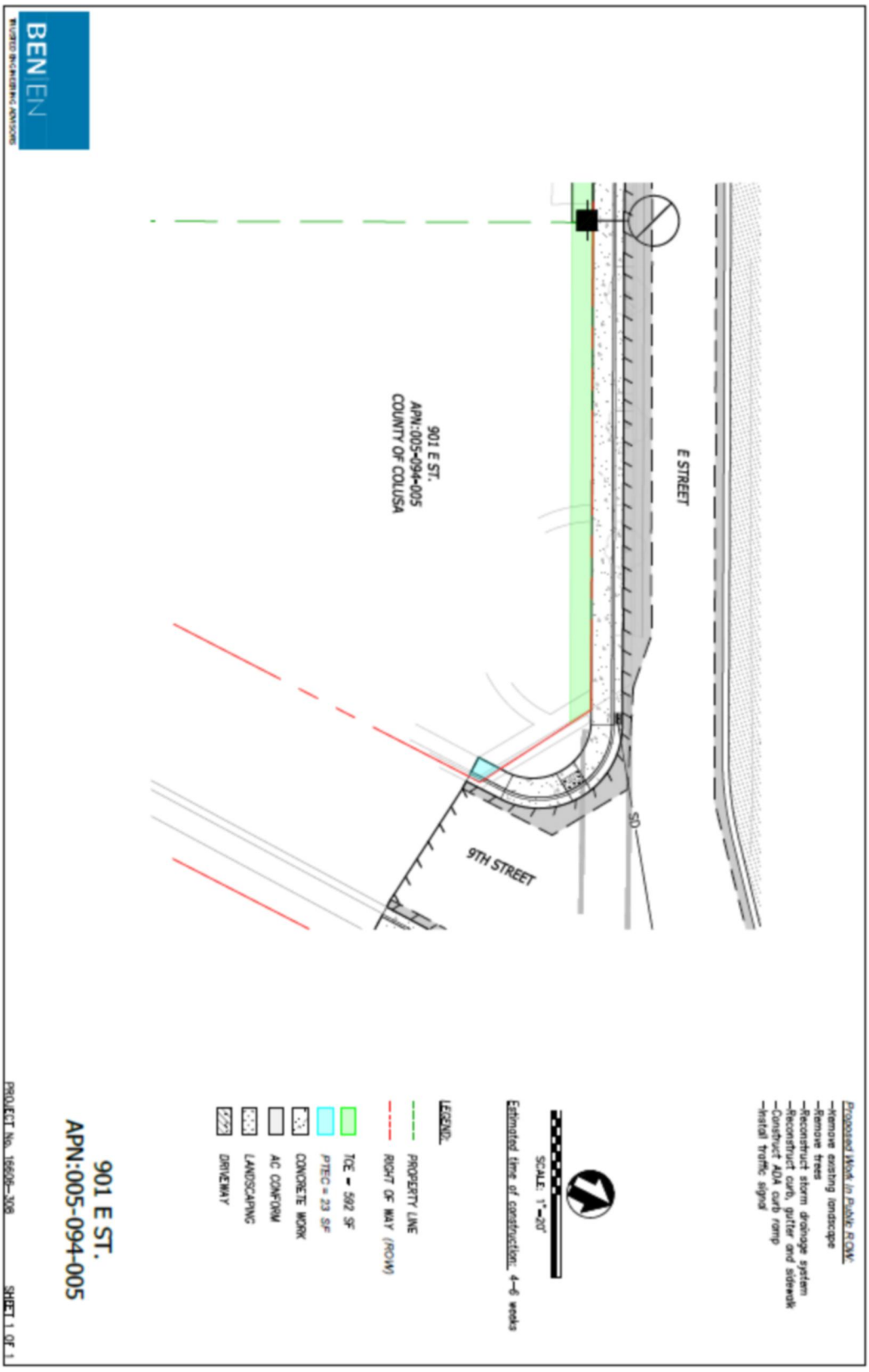
By: _____

Date: _____

Attachment(s):
Exhibit A – Property Map
Exhibit B – Special Provisions

Attachment: PTEC_County of Colusa (10763 : Approve Temporary Construction Easement)

Exhibit "A"
Property Map



Attachment: PTEC_County of Colusa (10763 : Approve Temporary Construction Easement)

EXHIBIT "B"
Special Provisions

Construction Contract Work

Pursuant to the Plans and Specifications for the E Street Complete Streets Project, and as depicted on **EXHIBIT "A,"** the CITY and its authorized agents and contractors will complete the following work within the Public Right of Way area:

- Remove existing landscape
- Remove trees
- Reconstruct storm drainage system
- Reconstruct curb, gutter and sidewalk
- Construct ADA curb ramp
- Install traffic signal

The cost of such construction shall be borne by the CITY at no expense to GRANTOR. Such construction shall be done at a time and in a manner which the CITY, in its sole discretion, deems most appropriate for Project purposes. Upon completion of such construction required by the Project, CITY shall have no ownership rights and no duties or responsibilities with respect to maintaining the installed improvements. Any reconstruction located outside of the public right-of-way shall hereinafter be considered GRANTOR's sole property and GRANTOR shall be solely responsible for all maintenance and repair thereto.

Attachment: PTEC_County of Colusa (10763 : Approve Temporary Construction Easement)

COUNTY OF COLUSA, CA

7.5

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Discuss and Provide Direction to the County Auditor/Controller concerning desired deposit location of funds received via the Janus Solar PV, LLC, Development Agreement.

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

Detailed Description/Background of request

The County Auditor/Controller and CAO are requesting Board direction regarding the deposit of funds to be received annually under the Development Agreement and Franchise with Janus Solar, approved by the Board in January 2025.

The Agreement and Franchise provide for three distinct annual payments to the County:

1. Public Services Fee Payment
   An annual payment of $100,000. This payment appears to have no restrictions and could be deposited into the General Fund. However, it is unclear whether the Board intended these funds to be directed toward a specific purpose that would require use of a restricted fund.

2. Agricultural Land Preservation Fee
   An annual payment of $30,000. The Agreement allows the County, at its discretion, to use these funds to subsidize agricultural operations, preserve agricultural land, or otherwise promote agriculture within the County. Staff recommends establishing a new Restricted Special Revenue Fund to hold these monies, which would then be administered through a program developed by the Agricultural Commissioner's Office.

3. Franchise Fee
   An annual payment of $2.50 per linear foot of transmission line installed within the public right-of-way (exact distance to be determined). Although franchise fees from entities such as PG&E and Comcast have traditionally been deposited into the General Fund, staff believes these funds should instead be directed to the Road Fund and placed in a Restricted Special Revenue Fund. This would ensure the revenues are used for improvements and maintenance on Spring Valley Road and Walnut Drive, southwest of Williams.

Prior Board Action

March 25, 2025 the Development Agreement (C25-021) and Franchise Ordinance (844) were approved by the Board.

Fiscal Impact/Funding Source

There is no fiscal impact to providing the direction to the Auditor-Controller as to where these funds should be deposited.

Action for the Clerk

ATTACHMENTS:

- C25-021 Janus SolarPV, LLC-Development Agreement (PDF)
- Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (PDF)

2025-0000628

Recorded
Official Records
County of
Colusa
Cristy Jayne Edwards
Clerk-Recorder

REC FEE 0.00

ML
Page 1 of 35

01:41 PM 24-Mar-2025

RECORDED AT THE REQUEST OF BOARD OF SUPERVISORS AND WHEN RECORDED RETURN TO:

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

C25-021

Space above for Recorder's use only

Exempt from Recording Fees: Gov. Code 27383

TITLE(S)

DEVELOPMENT AGREEMENT BETWEEN
COUNTY OF COLUSA AND JANUS SOLAR PV, LLC.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

DEVELOPMENT AGREEMENT

by and between

THE COUNTY OF COLUSA

and

JANUS SOLAR PV, LLC

dated as of

February 25, 2025

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

DEVELOPMENT AGREEMENT

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Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), dated as of February 25, 2025, is entered by and between the COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California ("County"), and JANUS SOLAR PV, LLC, a Delaware limited liability company ("Project Developer"), pursuant to California Government Code Section 65864 et seq., with respect to the following:

RECITALS

WHEREAS, Project Developer proposes to construct, operate, maintain, and decommission an 80 megawatt (MW) solar photovoltaic electricity generating facility ("Solar Facility") with a battery energy storage system ("BESS") and associated facilities and infrastructure (collectively, the "Janus Solar and Battery Storage Project" or "Project") within the County; and

WHEREAS, the Project is located on an approximately 886-acre site comprised of two parcels (APNs 018-050-005-000 and 018-050-006-000), more specifically described in Exhibit A herein (collectively, the "Project Site"); and

WHEREAS, the Project Site is designated Agricultural Upland (AU) in the County General Plan and zoned Foothill Agriculture (F-A) in the County Zoning Ordinance, within which "energy generation for off-site use" is permitted with approval of a Use Permit; and

WHEREAS, the County and Project Developer recognize that development of the Project within the County will provide much-needed, cost-competitive clean energy and resiliency to the State of California and contribute significantly to the economy of the County: and

WHEREAS, Project Developer will provide and implement public benefits above and beyond mitigation measures necessary to address potential impacts associated with the Project; and

WHEREAS, the County wishes to obtain reasonable assurances that Project Developer will provide and implement the public benefits in accordance with the terms of this Agreement; and

WHEREAS, Project Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the terms of this Agreement and its Use Permit approved by the County Community Development Department; and

WHEREAS, Project Developer wishes to obtain reasonable assurances that the County will expeditiously approve the Land Use Approvals (as defined below) and otherwise cooperate with Project Developer in the permitting and development of the Project.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the County, and in consideration of the premises and mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires otherwise:

1.1 "Agreement" means this Development Agreement and all amendments and modifications thereto.

1.2 "Applicable Rules" means the rules, regulations, ordinances, and officially adopted policies of the County in force as of the Effective Date that are generally applicable to all or some properties within the County.

1.3 "County" means the County of Colusa, a body corporate and a political subdivision of the State of California.

1.4 "County Agency" means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the County, including without limitation the County Board of Supervisors and the Planning Commission.

1.5 "County Board of Supervisors" means the Board of Supervisors of the County and the legislative body of the County pursuant to Section 65867 of the California Government Code.

1.6 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.7 "Discretionary Action" means an action that requires the exercise of judgment, deliberation or a decision on the part of the County and/or any County Agency, in the process of approving or disapproving a particular activity, as distinguished-from an activity that merely requires the County and/or any County Agency, to determine whether there has been compliance with statutes, ordinances, or regulations.

1.8 "Effective Date" means the date on which this Agreement shall be effective in accordance with Section 5.1 hereof.

1.9 "Fees" means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the County.

1.10 "Final Sign Off" means the last of any required County determinations (as documented by signature or otherwise) required before commencement of commercial operation of any portion of the Solar Facility or BESS under an associated building permit.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

1.11 "Impact Fees" means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the County pursuant to rules, regulations, ordinances and policies of the County. Impact Fees do not include (i) Processing Fees or (ii) other County-wide fees or charges of general applicability, provided that such County-wide fees or charges are not imposed on impacts of new development.

1.12 "Land Use Approvals" means those Discretionary Actions to be taken by the County authorizing the Project as listed in Exhibit B, including, but not limited to, the approval of a Use Permit, certification of the Environmental Impact Report for the Project and adoption of the Mitigation Monitoring and Reporting Program ("MMRP"), approval of a franchise authorizing operation of the generation intertie ("gen-tie") line within the public right-of-way, and approval of an encroachment permit for the gen-tie line. Land Use Approvals also include any subsequent Discretionary Actions that are necessary for implementation of the Project.

1.13 "Ministerial Permits and Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions, if any, required to be taken by the County and/or County Agency in order for the Project Developer to implement, develop and construct the Project in accordance with the Land Use Approvals, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits (including for any encroachment other than the gen-tie line), and other similar permits and approvals that may be required. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.14 "Parties" means, collectively, Project Developer and the County.

1.15 "Party" means either Project Developer or the County.

1.16 "Planning Commission" means the County Planning Commission and the planning agency of the County pursuant to Section 65867 of the California Government Code.

1.17 "Planning Director" means the Planning Director (Community Development Director) for the County.

1.18 "Processing Fees" means all processing fees and charges required by the County or any County Agency including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, and certificates of occupancy that are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees that may be imposed by the County on development projects. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount that is in effect on a County-wide basis at the time an application for the County action is made.

1.19 "Project" means the construction, operation, maintenance, and decommissioning of an 80 megawatt (MW) solar photovoltaic electricity generating facility ("Solar Facility") with a battery energy storage system ("BESS") and associated facilities and infrastructure.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

1.20 "Property" means the real property on which the Project will be located, as described in Exhibit A.

1.21 "Project Developer" means Janus Solar PV, LLC, or successors and assignees as described in Section 5.7.

1.22 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the County's police powers and which are instead reserved to the County. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Land Use Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a County-wide basis (except in the event of natural disasters as found by the Board of Supervisors such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3.

1.23 "Term" means the period of time for which this Agreement shall be effective in accordance with Section 5.2 hereof.

1.24 "Uniform Codes" means those building, electrical, mechanical, plumbing, fire and other similar regulations of a County-wide scope that are based on recommendations of a multi-state professional organization and become applicable throughout the County, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes that reflect local modification to implement the published recommendations of the multi-state organization and that are applicable County-wide).

2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act, which authorizes any County to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

> "The Legislature finds and declares that:
>
> (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the County remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the County: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits that go beyond those obtained by traditional County controls and conditions imposed on development project applications.

2.2 County Procedures and Actions.

2.2.1. County Planning Commission Action. The County Planning Commission held a duly-noticed public hearing on February 5, 2025, and at the conclusion of the hearing, Planning Commission deliberated and considered the Project and Development Agreement, and motions were made to both recommend denial and to recommend approval, subject to conditions, however neither motion garnered a second, and the Planning Commission therefore did not take any action.

2.2.2. Board of Supervisors Action. The Board of Supervisors on February 25, 2025, after conducting a duly-noticed public hearing, adopted Ordinance No. 843, to become effective on the thirty-first day after publication, approving this Agreement, and authorized the execution of this Agreement.

2.3 Purpose of this Agreement.

2.3.1. Public Benefits. This Agreement provides assurances that the public benefits identified in Section 3.1.3 below will be achieved and developed in accordance with the terms of this Agreement.

2.3.2. Project Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the County's policy of judicious restraints on its police powers, the Project Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules, Land Use Approvals, and with the terms of this Agreement and subject to the County's Reserved Powers. As provided by Section 3.1.1, Project Developer anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Project Developer would have no assurance that it can complete the Project for the uses and to the intensity of development set forth in this Agreement and the Land Use Approvals. This Agreement, therefore, is necessary to assure Project Developer that the Project will not be (1) reduced or otherwise modified in intensity or use from what is set forth in the

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

will not be (1) reduced or otherwise modified in intensity or use from what is set forth in the Land Use Approvals, (2) subjected to new rules, regulations, ordinances, or official policies or plans that are not adopted or approved pursuant to the County's Reserved Powers.

2.3.3. Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Property. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure attainment of maximum efficient resource utilization within the County at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits, as described in Section 3.1.3, to the County under the provisions and conditions of this Agreement. Additionally, although development of the Project in accordance with this Agreement will restrain the County's land use or other relevant police powers, this Agreement provides the County with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the County, the Project Developer will receive assurance that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules. Land Use Approvals, and Reserved Powers, subject to the terms and conditions of this Agreement: that the County will expeditiously process the Land Use Approvals, any Discretionary Actions, any Ministerial Permits and Approvals, and any other approvals or actions required for the Project; and that if requested by the Project Developer, the County will affirmatively cooperate in supporting the Project.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Land Use Approvals; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the Project Developer or its successors after the Effective Date of this Agreement; (3) guarantee that Project Developer will receive any profits from the Project; or (4) in and of itself, amend the County's General Plan. This Agreement has a fixed Term.

3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Project Developer. In consideration for the County entering into this Agreement, and as an inducement for the County to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Project Developer hereby agrees as follows:

3.1.1. Project Development. Project Developer agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Land Use Approvals.

3.1.2. Timing of Development. The parties acknowledge that Project Developer cannot at this time predict when or at what rate the Project would be developed. Such decisions depend upon numerous factors that are not all within the control of Project Developer, such as

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

market orientation and demand, interest rates and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Project Developer and the County to hereby acknowledge and provide for the right of Project Developer to develop the Project in such order and at such rate and times as Project Developer deems appropriate within the exercise of its sole and subjective business judgment. The County acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement.

3.1.3. Additional Obligations of Project Developer as Consideration for This Agreement. The Project will provide local and regional public benefits to the County as follows:

a) Public Services Fee Payment ("PSF Payment"). Project Developer shall provide the County an annual PSF Payment calculated as one-thousand dollars ($1,000.00) per MW of the 80 MW design capacity of Solar Facility totaling eighty-thousand dollars ($80,000.00) and sixty-two dollars and fifty cents ($62.50) per MW hour of the 320 MWh design capacity of the BESS totaling twenty-thousand dollars ($20,000.00) for a total annual PSF Payment of one-hundred thousand dollars ($100,000.00). The first PSF Payment shall be due and payable to the County within forty-five (45) days of the issuance of the first building permit that authorizes construction of the (i) the Solar Facility or(ii) the BESS ("Building Permit"). If the Building Permit includes only one of either the Solar Facility or the BESS, the PSF Payment will be based on the improvements covered by the Building Permit until a subsequent building permit is issued for the remainder of the Project. For example, if the Building Permit includes only the Solar Facility, the PSF Payment will be eighty-thousand dollars ($80,000.00) (subject to annual increase as described below) until another building permit for the BESS is issued, at which point the fee will increase to one-hundred thousand dollars ($100,000.00) (subject to annual increase as described below). The second PSF Payment shall be due and payable to the County within forty-five (45) days of the County issuing Final Sign-Off for the Building Permit. Thereafter, the annual PSF Payment shall be due within forty-five (45) days of the anniversary of the Final Sign-Off for the Building Permit in each subsequent year. The PSF Payment shall be subject to a three percent (3%) annual increase commencing with the second PSF Payment. If the PSF Payment is not paid within thirty (30) days of the due date, the County may impose a ten percent (10%) penalty fee on the late PSF Payment. Project Developer's obligation to provide the PSF Payment shall terminate upon the occurrence of the earliest of the following:
(i) termination of any Land Use Approval if no construction has commenced;
(ii) if construction has commenced, Developer's delivery of notice of intent to abandon the Land Use Approvals (as evidenced in writing delivered to the County) and its decommissioning and removal of any Project facilities; or
(iii) termination of this Agreement and its decommissioning and removal of any Project facilities should construction have begun. Upon the termination of the PSF Payment in accordance with this Section 3.1.3(a), the annual PSF

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Payment for the year in which the termination event occurs shall be pro-rated such that the PSF Payment accounts for that portion of that year prior to termination.

b) Agricultural Land Preservation Fee. Project Developer shall provide County an annual payment in the amount of Thirty Thousand Dollars ($30,000.00) which the County may, in its discretion, use for purposes of subsidizing agricultural operations, preserving agricultural land, or otherwise promoting agriculture within the County ("Agricultural Land Preservation Fee"). The Agricultural land Preservation Fee will be due until such time as the Project is decommissioned and will be subject to a three percent (3%) annual increase commencing on the second annual payment. Project Applicant will make payments to County concurrently with delivery of the PSF Payment.

c) Procurement. Without limiting its ability to take all reasonable and necessary steps to minimize its tax liabilities, Project Developer will establish a procurement address in an unincorporated area of the County, and to the maximum extent feasible, will procure equipment and materials necessary for the development of the Project in a manner that maximizes the amount of sales tax paid by the Project Developer that is directed to the County. Project Developer will document its implementation of this Section 3.1.3(b) as part of its annual reporting required pursuant to Section 5.10.5 and will, upon the County's request, meet and confer with the County, no more than once in any twelve-month period (unless otherwise agreed to by Project Developer), to determine whether additional measures can be implemented consistent with Section 3.1.3 to increase County sales tax revenues.

d) Local Sales Tax. Project Developer will require that all contractors and subcontractors on the Project Site direct local tax to the County wherever commercially reasonable. This direction will not increase Project Developer (or a given contractor's) tax liability. Project Developer, contractors, and subcontractors will work together with County officials and consultants to achieve a reasonable allocation of local tax to the County.

e) CDTFA Sub-Permit. Project Developer will require that the contractors and subcontractors exercise their option to obtain a California Department of Tax & Fee Administration (CDTFA) sub-permit for the Project Site and allocate all eligible use tax payments to the County. This requirement shall only apply to contractors and sub-contractors with individual contracts over Five Million Dollars ($5,000,000.00). Prior to any construction on the Project Site, Project Developer will require that its contractors and subcontractor provide the County with a copy of their sub-permit that shows their CDTFA account number, where applicable.

3.2 Agreement and Assurances on the Part of the County. In consideration for Project Developer entering into this Agreement, and as an inducement for Project Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to

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effectuate the premises, purposes, and intentions set forth in this Agreement, the County hereby agrees as follows:

3.2.1. Entitlement to Develop. Project Developer has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Land Use Approvals, and the Reserved Powers. Project Developer's vested rights under this Agreement shall include, without limitation, the right to construct and maintain the Project, subject to the Applicable Rules, Land Use Approvals, and Reserved Powers.

3.2.2. Consistency in Applicable Rules. Based upon all information made available to the County up to or concurrently with the execution of this Agreement, and subject to approval of the Land Use Approvals, the County finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project as described in the Application for Certification.

3.2.3. Subsequent Approvals. To the fullest extent permitted by law, and subject to Section 3.2.13, the County agrees to expeditiously process any Discretionary Actions, Ministerial Permits and Approvals, or other actions required for the implementation of the Project (collectively, the "Subsequent Approvals") The County, in granting the Land Use Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Subsequent Approvals to the extent that they are consistent with the Land Use Approvals and this Agreement. The County agrees that it will not unreasonably withhold or condition any Discretionary Action, and in no event shall the County deny, or withhold issuance of a Subsequent Approval based upon items that are in compliance with the Land Use Approvals and this Agreement, unless required by Applicable Rules, and shall process Subsequent Approvals in a prompt and efficient manner. Project Developer shall be responsible for paying any application fee for any Subsequent Approval at the County's established application fee amount in effect at the time of permit application submittal.

3.2.4. Changes in Applicable Rules.

3.2.4.1 Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, County Charter amendment, initiative, referendum, resolution, motion, policy, order, or moratorium, initiated or instituted for any reason whatsoever and adopted by the County, the Board of Supervisors, the Planning Commission, or any other Board, Commission, Department, or Agency of the County, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Land Use Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the County's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Project Developer may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

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3.2.4.2 Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes that may occur from time to time in the Uniform Codes. The design and construction requirements for an individual action under the Project shall be governed by the Uniform Codes then in effect at the time such action is submitted for review and approval.

3.2.4.3 Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances, and official policies to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.5. Subsequent Development Review. The County shall not require the Project Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Rules, the Reserved Powers, and/or the Land Use Approvals.

3.2.6. Special Taxes and Assessments. Project Developer, or its successors, Transferees, and/or assignees, as the case may be, shall not, during the Term of this Agreement, as stated in 5.2, apply to the State for reduction in assessment of the Property. Project Developer shall have the right, to the extent permitted by law, to protest, oppose, and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts. Mello-Roos or community facilities districts, maintenance districts, or other similar districts, and the County agrees to cooperate fully in their formation.

3.2.7. Effective Development Standards. The County agrees that it is bound to permit the uses, intensities of use, and densities on this Property that are permitted by this Agreement and the Land Use Approvals, insofar as this Agreement and the Land Use Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The County hereby agrees that it will not unreasonably withhold or unreasonably condition any Land Use Approval or other Discretionary Action that must be issued by the County in order for the Project to proceed, provided that Project Developer reasonably and satisfactorily complies with all County-wide standard procedures for processing applications for the Land Use Approval or other Discretionary Action.

3.2.8. Interim Use. The County agrees that the Project Developer may use the Property during the term of this Agreement for construction of the Project, and for a setup and staging area.

3.2.9. Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, or policy, is enacted, by action of the County, that relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property, County agrees that such ordinance, resolution, or

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policy shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

3.2.10. Infrastructure Financing. If Project Developer undertakes infrastructure financing, such as Mello-Roos or community facilities districts, the County will cooperate fully in such endeavors and will process any related applications as expeditiously as possible.

3.2.11. Impact Fees. Impact Fees imposed by the County with respect to the Project shall be only those Impact Fees in force and effect as of the Effective Date and as set forth in Exhibit C hereto. Impact Fees imposed by the County on the Project may not be increased in amount. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments, fair share charges, or other similar fees or charges imposed by other governmental entities and which the County is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.12. Processing Fees. Project Developer shall pay all Processing Fees for Ministerial Permits and Approvals. Processing Fees shall be limited to Processing Fees in effect on the Effective Date and as set forth in Exhibit D hereto.

3.2.13. Timeframes and Staffing for Processing and Review; Consultants. The County agrees that expeditious processing of the Land Use Approvals, any Discretionary Actions, any Ministerial Permits and Approvals, and any other approvals or actions which may be required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of the Land Use Approvals, any Discretionary Actions, and any Ministerial Permits and Approvals, the County agrees to work with Project Developer to establish time frames for processing and reviewing such approvals and to comply with timeframes established to the greatest extent possible. Furthermore, the County shall expedite all requests by Project Developer for any such approvals requested for the Project to the greatest extent possible. To facilitate the expeditious review of Subsequent Approvals, the County may engage a qualified third-party consultant or consultants (e.g., civil engineers, electrical engineers, building plans permit examiner, plan check inspector, surveyors or similar professionals) (each, a "Consultant"), to assist the County in its review of Subsequent Approvals, provided, that the County shall retain its independent authority to issue any such Subsequent Approval. Consultants may provide the County with technical assistance required to review Subsequent Approvals, or assistance required to expedite the processing of Subsequent Approvals. The County will notify Project Developer before engaging any Consultant for which it will seek reimbursement from Project Developer and provide Project Developer with the Consultant's proposed scope of work and cost estimate, which will be subject to Project Developer review and approval, along with a proposed form of reimbursement agreement consistent with the terms of this Section 3.2.13. Project Developer acknowledges and agrees that declining the use of a Consultant will mean that the subject Subsequent Approval will not be subject to expedited review and processing; provided, however, that such Subsequent Approval will remain subject to applicable law concerning permit review and approval and the County's normal permit review and approval process and timelines.

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4. DEFAULT PROVISIONS.

4.1 Default By Project Developer.

4.1.1. Default. In the event Project Developer does not perform its obligations under this Agreement in a timely manner, the County shall have all rights and remedies provided by this Agreement, which shall include compelling the specific performance of the obligations of Project Developer under this Agreement, or modification or termination of this Agreement, provided that the County has first complied with the procedure in Section 4.1.2 hereof.

4.1.2. Notice of Default. The County shall first submit to Project Developer a written notice of default stating with specificity those obligations that have not been performed. Upon receipt of the notice of default Project Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Project Developer shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

4.1.3. Failure to Cure Default Procedures. If after the cure period has elapsed, the Director of Planning finds and determines that the Project Developer, or its successors, transferees, and/or assignees, as the case may be, remains in default and that the County intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Board of Supervisors and then set a public hearing before the Supervisors in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868.

4.1.4. Action by Board of Supervisors. The Board of Supervisors shall act upon the report of the Director of Planning within forty-five (45) days after the Director of Planning has made a report to the Board of Supervisors, or within such additional period as may be agreed upon by the Project Developer and the Board of Supervisors. The failure of the Board of Supervisors to act within forty-five (45) days shall be deemed to be a determination that the Project Developer is not in default of this Agreement.

4.1.5. Dispute Resolution. In the case of a dispute as to whether the Project Developer has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 5.4 of this Agreement. The County shall commence dispute resolution within thirty (30) days of the Board of Supervisors making a final determination that the Project Developer is in default.

4.1.6. Termination or Modification of Agreement. This Agreement may be terminated by mutual written consent of the Parties, or unilaterally by any Party following an uncured default pursuant to Section 4.2. The County may terminate or modify this Agreement pursuant to this Section, or those transferred or assigned rights and obligations, as the case may be, only after a final determination pursuant to Section 4.1 of this Agreement that the Project Developer is in default.

4.2 Default By The County.

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4.2.1. Default. In the event the County does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use, including the Land Use Approvals, Discretionary Actions and Ministerial Permits and Approvals, as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the County otherwise defaults under the provisions of this Agreement, Project Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the County's obligations under this Agreement.

4.2.2. Notice of Default. Project Developer shall first submit to the County a written notice of default stating with specificity those obligations that have not been performed. Upon receipt of the notice of default, the County shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the County shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the County has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 5.4 of this Agreement.

4.2.3. Termination or Modification of Agreement. The Project Developer may terminate or modify this Agreement if it determines that the County has failed to cure its default.

4.3 Remedies; No Monetary Damages. In the event if an uncured Project Developer default on an obligation to pay any fee at the time required pursuant to this Agreement, County shall be entitled to pursue whatever legal or equitable remedies are available to collect any such amounts due, including specific performance, subject to the notice and cure provisions in this Agreement. County shall have no right to seek specific performance to cause Project Developer to otherwise proceed with the development of the Project in any manner. In the event of an uncured County default, County agrees that Project Developer shall be entitled to specific performance. It is acknowledged by the Parties that neither the County nor the Project Developer would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement unless a court declines to grant a claim for specific performance. Project Developer and the County waives its right to recover consequential, punitive, or special damages, each of which is hereby expressly waived. Except as set forth herein, in no event shall either Party be liable to the other Party for damages for breach or default under this Agreement, including but not limited to actual, consequential, special, or punitive damages.

4.4 Attorney's Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith.

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5. GENERAL PROVISIONS.

5.1 Effective Date. This Agreement shall be effective upon the thirty-first day after the Board of Supervisors, after conducting a duly-noticed public hearing, adopts an ordinance approving and authorizing the execution of this Agreement, or as otherwise provided by California law.

5.2 Term. The Term of this Agreement shall commence on the Effective Date and shall expire thirty-five (35) years thereafter, unless said Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Land Use Approvals on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals that enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or from litigation relating to the Land Use Approvals.

5.3 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time is designated within which either Party hereto is required to do or complete any act, matter, or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with the doing or completion of such act, matter, or thing because of any of the following:

a) Causes beyond the reasonable control of the Party to be excused, including but not limited to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; strikes, lockouts, and other labor difficulties; unusually severe weather; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; changes in local, State, or Federal laws or regulations; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Project; enemy action; civil disturbances; terrorist acts; a local, state, or federal declaration of emergency based on an epidemic or pandemic, including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic;

b) If any litigation is filed challenging this Agreement or any Land Use Approval or Subsequent Approval having the direct or indirect effect of delaying this Agreement or any Land Use Approval or Subsequent Approval, or if this Agreement or Land Use Approval or Subsequent Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of

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this Agreement and all Land Use Approvals or Subsequent Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to the date of final disposition of such litigation or suspension, including any applicable periods of appeal. Any appeal or referendum of this Agreement shall have no effect on any Land Use Approval;

c) Actions of the County or other governmental agency beyond the control of the Project Developer that prevent, prohibit, or unreasonably delay the Project Developer's ability to proceed with development of the Project within the time required by this Agreement. Delays in processing and acting on applications for any Subsequent Approval by the County or any necessary approvals by other governmental agencies shall be deemed to be unreasonable if they exceed the average time it normally takes the agency to process and act on similar applications; restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the County's Reserved Powers; or similar bases for excused performance that is not within the reasonable control of the party to be excused (financial inability excepted).

This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Project Developer or, if not dismissed within ninety (90) days, by any third parties against Project Developer. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Dispute Resolution.

5.4.1. Arbitration. Any dispute between the parties shall be resolved by arbitration and shall be settled and decided by arbitration conducted by an arbitrator who must be selected by mutual agreement of the Parties.

5.4.2. Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) or more than ninety (90) days from the Effective Date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, et seq., or under such other procedures as are agreeable to both Parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

5.4.3. Extension of Term. The Term of this Agreement as set forth in Section 5.2 shall automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities that would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

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5.5 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

5.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868.

5.7 Assignment. The rights and obligations of the Project Developer under this Agreement may be transferred or assigned in whole or in part without the consent of the County, and upon such assignment the assignor shall be released from the obligations so assigned. The failure of any successor-in-interest to perform the obligations assigned to it may result, at the County's option, in a declaration that this Agreement has been breached with regards to that specific successor-in-interest, and an election to terminate this Agreement as provided for in Section 4.1 hereof, as it relates to that successor-in-interest's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

5.8 Covenants. The provisions of this Agreement shall constitute covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto during the Term of this Agreement.

5.9 Cooperation and Implementation.

5.9.1. Processing. Upon satisfactory completion by Project Developer of all required preliminary actions and payment of appropriate Processing Fees, including any fee for processing this Agreement, the County shall commence and diligently and expeditiously process all required steps necessary for the implementation of this Agreement and development of the Project in accordance with the terms of this Agreement. Project Developer shall, in a timely manner, provide the County with all documents, plans, fees, and other information necessary for the County to carry out its processing obligations pursuant to this Agreement.

5.9.2. Other Governmental Permits. Project Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The County shall cooperate with Project Developer in its endeavors to obtain such permits and approvals and shall, at the request of Project Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals or services. To the extent allowed by law, Project Developer shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the County, or in its own name, the rights of the County or Project Developer thereunder or the duties and obligations of the parties thereto, Project Developer shall reimburse the County for all costs and expenses incurred in connection with seeking and entering into any such agreement, provided that Project Developer has requested such agreement.

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5.9.3. Cooperation. In the event of any opposition to the Project by a third party or other governmental entity or official, the County hereby agrees, if requested by the Project Developer, to affirmatively cooperate in supporting the Project. But such cooperation does not include initiating any legal or administrative proceeding, intervening in such, or becoming a party to such proceedings.

5.9.4. Cooperation In the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending that action, but such cooperation shall not include bringing an action in the name of the County or sharing the expense of any such action by the County.

5.9.5. Annual Reports. Project Developer will provide the County with annual written reports documenting good faith compliance with the terms of the Agreement. If the County determines that Developer has not complied with the requirements of the Agreement in good faith, the County may terminate the Agreement in accordance with Government Code Section 65865.1.

5.10 Relationship of the Parties. It is understood and agreed by the Parties that the contractual relationship created between the Parties hereunder is that Project Developer is an independent contractor and not an agent of the County. Further, the County and Project Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the County and Project Developer joint venturers or partners.

5.11 Notices. Any notice or communication required hereunder between the County or Project Developer must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the County:

COUNTY OF COLUSA
BOARD OF SUPERVISORS
547 Market Street, Suite 108
Colusa, CA 95932

with copies to

Colusa County Community Development Department
ATTN: Community Development Director
1213 Market Street
Colusa, CA 95932

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If to Project Developer:

RWE Clean Energy
1401 East 6th Street, Suite 400
Austin, Texas 78702
Attn: [ ]

with copies to

Perkins Coie LLP
Attention: Garrett Colli
505 Howard Street, Suite 1000
San Francisco, CA 94105

5.12 Recordation. As provided in Government Code Section 65868.5, the Clerk of the County shall record a copy of this Agreement with the Recorder of the County no later than ten (10) days after the County enters into the Agreement. Upon expiration of the Term of this Agreement, the Clerk of the County shall record a written instrument providing notice of the termination of this Agreement. Project Developer shall provide the Clerk of the County with the fees for such recordings prior to or at the time of such recordings.

5.13 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

5.14 Successors and Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property, and their respective successors and assignees during the Term of this Agreement.

5.15 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

5.16 Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

5.17 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

5.18 No Third Party Beneficiaries. The only Parties to this Agreement are the County and Project Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

5.19 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein (or any such representations, understandings, or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

5.20 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

5.21 Discretion to Encumber. This Agreement shall not prevent or limit Project Developer in any manner, at its sole discretion, from encumbering the Property or any portion of the-Property or any improvement of trust, or other security device securing financing with respect to the Property or its improvements.

5.22 Expedited Processing. The County agrees to cooperate with the Project Developer in the processing of any legal action seeking specific performance, declaratory relief, or injunctive relief, to set court dates at the earliest practicable date(s), and not to cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights; but such cooperation shall not include bringing an action in the name of the County or sharing the expense of any such action by the County.

5.23 Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original.

[Signatures Commence on Following Page]

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California

By: Daurice K Smith
Daurice K. Smith, Chair
Board of Supervisors

Date: 3/11/25

APPROVED AS TO FORM:

By: _____
Richard Stout, County Counsel

Date:

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

By: _____
Patricia Rodriguez, Deputy

Date:

JANUS SOLAR PV, LLC

By: _____
Name:
Title:

APPROVED AS TO FORM:

_____
By: Garrett Colli of Perkins Coie, LLP

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)



Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

CALIFORNIA NOTARY ACKNOWLEDGEMENT

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 3/11/2025 before me, Morissa Lobato, Chief Deputy Clerk-Rec
(Insert the name and title of the officer)

personally appeared Daunice K. Smith

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.

COUNTY CLERK
COLUSA COUNTY, CALIFORNIA

WITNESS my hand and official seal.

Signature Morissa Lobato (SEAL)

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California

By: Daurice K Smith
Daurice K. Smith, Chair
Board of Supervisors

Date: 2/25/25

APPROVED AS TO FORM:

By: _____
Richard Stout, County Counsel

Date: 2/25/25

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

Patricia R
Patricia Rodriguez, Deputy

Date: 2/25/25

JANUS SOLAR PV, LLC

By:
Name:
Title:

APPROVED AS TO FORM:

_____

By: Garrett Colli of Perkins Coie, LLP

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California

By: Daurice K Smith
Daurice K. Smith, Chair
Board of Supervisors

Date: 2/25/25

APPROVED AS TO FORM:

By: _____
Richard Stout, County Counsel

Date: 2/25/25

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

Patricia R
Patricia Rodriguez, Deputy

Date: 2/25/25

JANUS SOLAR PV, LLC

By:
Name: Hanson Wood
Title: Chief Development Officer

APPROVED AS TO FORM:

_____

By: Garrett Colli of Perkins Coie, LLP

169510614.7

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

ACKNOWLEDGMENT

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 San Francisco)

On 3/13/2025 before me, James Fleming Jr. , Notary Public
(insert name and title of the officer)

personally appeared Hanson Wood – – –,
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.

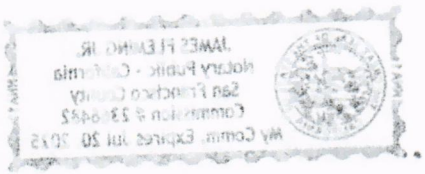
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JAMES FLEMING JR.
Notary Public - California
San Francisco County
Commission # 2366482
My Comm. Expires Jul 20, 2025

Signature _____ (Seal)

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)



Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF COLUSA, a body corporate and a political subdivision of the State of California

By: _____
_____, Chair
Board of Supervisors

Date:

APPROVED AS TO FORM:

By: _____
Richard Stout, County Counsel

Date:

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

By: _____
Patricia Rodriguez, Deputy

Date:

JANUS SOLAR PV, LLC

By: _____
Name:
Title:

APPROVED AS TO FORM:

_____

By: Garrett Colli of Perkins Coie, LLP

169510614 7

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Francisco }

On 03/10/2025 (Date) before me, Tina M. Watts, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Garrett Colli (Name(s) of Signer(s))

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

TINA M. WATTS
Notary Public - California
San Francisco County
Commission # 2355400
My Comm. Expires May 20, 2025

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 Tina M Watts
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: 02/25/2025 Number of Pages: 30

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2018 National Notary Association

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

C25-021

Exhibit "C.1"

Exhibit A

Legal Description

Beginning at the quarter section corner between Section 1, in Township 14 North, and Section 36, in Township 15 North, Range 4 West, Mount Diablo Base and Meridian, Colusa County, California and running; thence along the quarter section line through the center of Section 1, S. 00° 00' E. 59.59 chains, more or less, to a point from Whence a Sandstone marked 1/4 S.C. ST. H., situate at the compromise quarter section corner between Sections 1 and 12, Township 14 North, Range 4 West, M.D.B. & M., bears S. 00° 05' E. 23,78 chains distant, and running; thence North 88° West 10.77 chains; thence S. 60° 54' W. 5.40 chains; thence S. 83° W. 9 chains; thence S. 44° 25' W. 14 chains; thence S. 85° 08' W. 35 chains; thence South 74° West 12 chains to the quarter section line running North and South through the center of Section 2, said township and range; thence along said quarter section line S. 00° 08' W. 5 chains to the quarter section corner between Sections 2 and 11, said township and range; thence Westerly 1/2 mile, more or less, to the Southwest corner of said Section 2, thence Northerly along the Westerly line of said Section 2, 1 mile, more or less, to the Northwest corner of said Section 2, and thence Easterly 1-1/2 miles more or less, to the point of beginning, and being portions of Sections 1 and 2, Township 14 North range 4 West, Mount Diablo Base and Meridian,

Excepting therefrom the portion thereof described in the following deed: Deed of J.W. Forgeus and Jessie E.N. Forgeus to County of Colusa, dated September 30, 1913, and recorded October 2, 1913, in Book 80, Page 92, Colusa County Records, Colusa County, California.

APN: 018-050-005-000 and 018-050-006-000

169510614 7

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

Exhibit B

Land Use Approvals

Use Permit No. UP #PD-24-24

Ordinance No. 844 (Franchise)

Encroachment Permit (to be issued subsequent to Effective Date and as contemplated by Ordinance No. 844 (Franchise))

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

Exhibit C

Impact Fees

DEVELOPMENT IMPACT FEES AND IMPLEMENTATION SCHEDULE
(Adopted December 14, 2021 and Effective February 13, 2022)

	Fee Upon Effective Date	Fee Amount as of July 1, 2022
County Department Impact Fees		
Single -Family Residential (1)	$ 6,289	$ 8,267
Multi-Family Residential	$ 5,612	$ 5,746
Commercial Development (2)	$ 2.17	$ 2.17
Industrial Development (2)	$ 0.93	$ 0.93
Agricultural Development	N/A	N/A
Fire District Impact Fees	$ 2,680	$ 2,680
Single -Family Residential	$ 2,058	$ 2,058
Commercial Development (2)	$ 0.62	$ 0.62
Industrial Development (2)	$ 0.24	$ 0.24
Agricultural Development	$ 0.12	$ 0.12

Implementation Notes:

(1) Homes with 2,500 sq. ft. of habitable space and larger are charged the full $8,267 development impact fee amount. For each sq. ft. of habitable space (rounded up) that the home is below 2,500, the development impact fee amount shall be reduced by $2.00 up to a maximum reduction of $2,000. By way of an examples: (1) a home with 1,500 sq. ft. of habitable space would receive a $2,000 reduction bringing the impact fee amount down to $6,267; and a home with 1,952 sq. ft. of habitable space would receive a $1,096 reduction bringing the impact fee amount down to $7,171. Accessory dwelling units shall be charged the applicable rate based on size up to the maximum rate allowed by State law.

(2) This amount is per square foot of new or additional building area.

(3) Each March (beginning in 2023) staff shall present to the Board the year-over percentage change of the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region and the Board may determine whether to change the impact fees herein by the percentage change in whole or in part at their discretion.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

Exhibit "C.1"

Exhibit D

Processing Fees

There are no additional Community Development Department Entitlement Processing Fees applicable to the current Project Entitlement Applications. Building Permit, Public Works Encroachment and Grading, Environmental Health, Air Pollution Control District and any other County permit fees shall be subject to the fees in existence at the time of adoption of the Development Agreement.

Attachment: C25-021 Janus SolarPV, LLC-Development Agreement (10808 : Discussion and Direction regarding Revenue from Janus DA)

ORDINANCE NO. 844

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC.

Whereas, Janus Solar PV, LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

Whereas, COUNTY has certified an Environmental Impact Report and adopted associated California Environmental Quality Act findings pertaining to the Project pursuant to Resolution No. 25-007, which findings are incorporated herein by reference.

Based, therefore, on the foregoing, the Board of Supervisors of the COUNTY hereby ordains as follows:

SECTION 1. The COUNTY, hereby grants the right and franchise to GRANTEE, for the period of thirty-five (35) years from and after the effective date of this Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, over, above, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California , which are portions of Spring Valley Road and Walnut Drive as more specifically shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**").

SECTION 2. Said Transmission Lines and appurtenances shall be installed in said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor unreasonably interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines

Attachment: Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (10808 : Discussion and Direction regarding Revenue

and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or unreasonably interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way whenever it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the full amount of such increase of cost upon completion of such construction, installation or repair.

SECTION 8. GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 10), which shall be paid annually beginning on the first anniversary of the date of issuance of the County permit authorizing construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) annual increase. Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization.

SECTION 9. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 10. Within thirty (30) days following the construction, laying, repairing or removal of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the Public Right-of-Way, both with

Attachment: Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (10808 : Discussion and Direction regarding Revenue

reference to the surface and with reference to the property lines along said right-of-way (hereinafter the "**As-Built Map**").

SECTION 11. The GRANTEE hereof, its successors and assigns, shall, prior to issuance of a County permit for construction of the Transmission Line within the Public Right-of-Way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars ($15.00) times the sum of the linear feet of Transmission Line installed within the Public Right-of-Way as documented on the As-Built Map (provided that the initial bond shall be based on the estimated number of linear feet as reflected in drawings submitted in conjunction with the aforementioned construction permit), with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, with 30 days after written notice of non-compliance by COUNTY.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. This franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. In the event of transfer or assignment for any cause, the COUNTY shall have the right to substitute for the security, a new security conditioned upon the assignee or transferee well and true observing, fulfilling and performing the terms and conditions of the franchise, and upon the filing of said security with and the approval thereof by COUNTY, to exonerate and excuse further liability upon the original security.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees and from any action, claim or other proceeding arising from the rights granted by this franchise, GRANTEE's exercise of those rights or challenging COUNTY's approval of this

Attachment: Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (10808 : Discussion and Direction regarding Revenue

Ordinance or GRANTEE's authority to exercise the rights granted by this franchise.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII, with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $5,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $5,000,000 aggregate for products-completed operations; and $10,000,000 general aggregate, which shall apply separately to the GRANTEE'S work under this Franchise. In addition, the insurance shall:

(a) Include broad-form contractual liability insurance coverage insuring GRANTEE'S indemnity obligations under Section 15 of this Franchise;

(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 additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.

(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 $2,000,000 combined single limit each accident for bodily injury and property damage. **The insurance shall name COUNTY and its officers, employees, and agents as additional named insureds and provide. that such coverage shall be primary insurance for such additional named insureds, each and all of them.** If Umbrella or Excess Liability coverage is purchased by GRANTEE, "Liability Limits/Additional Insureds," shall also apply to automobile liability.

(3) Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the County's option, GRANTEE shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(4) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY. Any Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the GRANTEE, its employees, agents and subcontractors.

(a) Each policy shall obligate the insurer to give COUNTY thirty days advance written notice of cancellation or material modification.

Attachment: Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (10808 : Discussion and Direction regarding Revenue

(b) No later than the date this franchise commences, GRANTEE shall furnish COUNTY with certificates of insurance verifying that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. Certificates of insurance shall thereafter be provided the COUNTY annually during the term of this Franchise. This section shall not limit GRANTEE'S obligation under Section 15.

(c) The issuance of this Franchise in advance of receiving proof of required insurance, shall not waive the COUNTY'S right to strictly enforce the insurance requirements of this Franchise.

Any exception to the above insurance requirements is subject to the concurrence of the County Risk Manager.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa in accordance with Government Code section 25124.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 20. Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:	Colusa County Public Works 1215 Market Street Colusa, CA 95955 530-458-0466
If to Grantee:	RWE Clean Energy 1401 East 6th Street, Suite 400 Austin, Texas 78702

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 25th day of March 2025, by the following vote:

SIGNATURE ON NEXT PAGE

Attachment: Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (10808 : Discussion and Direction regarding Revenue

AYES: Supervisors Janice A. Bell, J. Merced Corona, and Randy Wilson.

NOES: Supervisor Daurice K. Smith.

ABSENT: Supervisor Kent S. Boes

Daurice K. Smith, Chair
Board of Supervisors

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

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

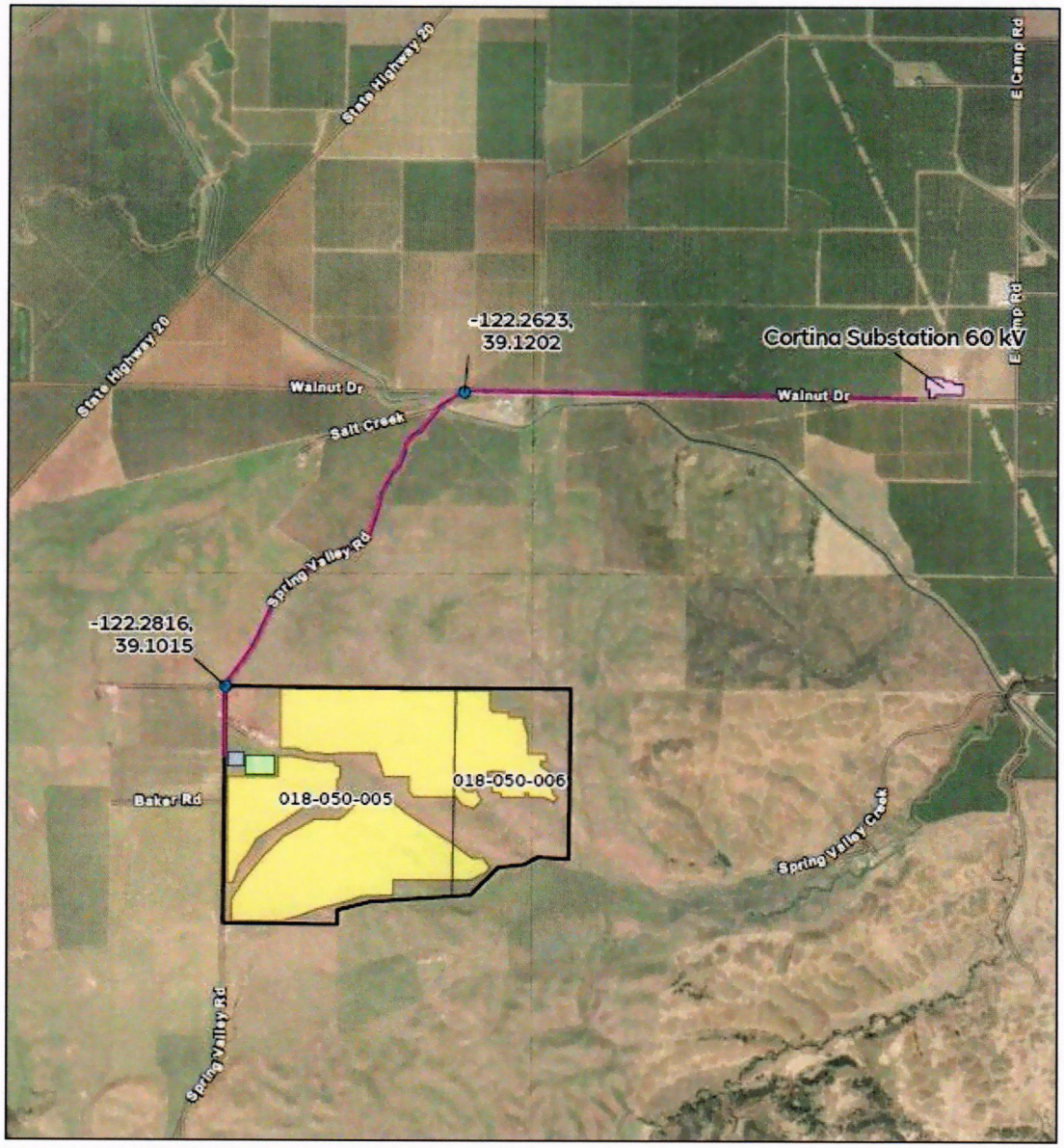
_____
Richard Stout, County Counsel

169007904 3

Attachment: Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (10808 : Discussion and Direction regarding Revenue

Exhibit A

Diagram Depicting Location of Franchise



Janus Solar + Storage
80 MW + 320 MWh(4-hr) BESS
Site Plan

Colusa Co, California

Map produced by RWE Clean Energy, LLC. Site locations are approximate. Map is not to be reproduced or redistributed without expressly written permission from RWECE.

- Ingress/Egress Point
- Proposed Gen-Tie
- Parcel
- Project Boundary
- Project Footprint
- Proposed Project Substation
- Proposed BESS Yard
- POI - Cortina Substation 60 kV

RWE

June 12, 2024

0 3,000 Feet

1 in = 3,000 ft 1:36,000

Attachment: Ordinance 844 Granting an Electrical Line Franchise to Janus Solar PV, LLC (10808 : Discussion and Direction regarding Revenue

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: Adopt Proclamation Honoring Wendy Tyler Upon Her Retirement.

Adopt Proclamation Honoring Wendy Tyler Upon Her Retirement.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

ATTACHMENTS:

- Proclamation for Wendy Tyler (DOCX)

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS 23rd DAY OF SEPTEMBER 2025

_____

Daurice K. Smith, Chair
Colusa County Board of Supervisors

Attachment: Proclamation for Wendy Tyler (10770 : Proclamation Honoring Wendy Tyler Upon Her Retirement)

COUNTY OF COLUSA, CA

11.1

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8)

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

11.2

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

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. In re: PURDUE PHARMA L.P., et al., UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK Case No. 19-23649 (SHL)

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

11.3

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

11.4

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: CLOSED SESSION: CONFERENCE WITH LABOR NEGITIATOR California Government Code 54957.6 Title: Conference with Labor Negotiator.

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**September 23, 2025**
DEPARTMENT:	**Community Development Department**
FROM:	**Ciara Fisher**
SUBJECT:	**Adopt a Resolution Rescinding Williamson Act Contract 71-14 and Reentry into new Williamson Act Contracts 25-04 and 25-05 to allow the recordation of Lot Line Adjustment (PD# 25-20).**

Adopt a Resolution Rescinding Williamson Act Contract 71-14 and Reentry into new Williamson Act Contracts 25-04 and 25-05 to allow the recordation of Lot Line Adjustment (PD# 25-20).

Detailed Description/Background of Request

Proposed Lot Line Adjustment (LLA) #25-20 (PD-25-20) involves two legal parcels: Parcel 1 (APNs 018-050-005, 006) and Parcel 2 (APN 018-050-013), owned by Paul Favero and Jeralyn K. Favero, as Trustees of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997, and Michael Rex Favero and Sherry L. Favero, Husband and Wife (the "Favero Landowners"). The property is located at 1958 Spring Valley Road, Williams, CA 95987, approximately 1.75 miles from Beauchamp Drive and 9 miles southwest of Highway 5. The LLA application was submitted to the County on July 18, 2025, and approved by the LLA Committee, Community Development Director Xzandrea Fowler, and County Surveyor Daryl Pride on August 27, 2025.

The adjustment would enlarge Parcel 2 (APN 018-050-013) from ± 148 acres to ± 189 acres, with a corresponding reduction of Parcel 1 (APNs 018-050-005, 006) from ± 870 acres to ± 829 acres. The Janus Solar Project (PD-24-29), approved on February 25, 2025, will entirely reside on APNs 018-050-005, 006. The subject parcels are currently utilized for farming and associated agricultural operations. The LLA is proposed to enlarge the boundary of APN 018-050-013 to consolidate the cattle ranch and associated buildings, while separating this agricultural use from the Janus Solar Project.

The subject parcels are designated Agriculture General (AG) under the General Plan and zoned Exclusive Agriculture (E-A). The minimum parcel size for this designation and zoning is 40 acres. Both resultant parcels-Parcel 1 (± 829 acres) and Parcel 2 (± 189 acres)-exceed the minimum size requirement.

The properties involved in the LLA application (PD-25-20) are currently within a duly established Williamson Act Contract No. 71-14. The proposed transfer of property to

Janus Solar PV, LLC would remove a portion of land from this existing contract and place it into separate Williamson Act contracts. Parcel 2 will remain under the ownership of the Favero Landowners, and both resulting parcels must be placed under individual Williamson Act contracts prior to finalizing the LLA. The LLA application and associated rescission and re-entry of Williamson Act contracts affect only the above-referenced parcels and do not impact any other Williamson Act contracts within the County. The Lot Line

California Government Code Section 51257 provides for a process to accommodate lot line adjustments when properties are subject to different Williamson Act contracts. The rescission of the existing contracts and reentry into new contracts to reflect the new legal boundaries can only occur following the Board's approval of seven findings. As detailed in the attached resolution, the findings include:

(1) Maintaining the length of time the contracts restrict the adjusted boundaries of the parcels;

(2) Ensuring there is no net decrease in the amount of the acreage restricted;

(3) At least 90 percent of the land under the former contracts remains under the new contracts;

(4) After the lot line adjustment, the resultant parcels of land subject to contract are large enough to sustain their agricultural uses;

(5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcels;

(6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use;

(7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

These required findings are made in the attached draft resolution.

The rescission of existing Williamson Act contracts and the reentry into new Williamson Act contracts is the mechanism required by State law to allow a lot line adjustment to alter the boundaries of property governed by different Williamson Act contracts. No new land is being added to the amount of Williamson Act-contracted land in the County. Land is simply being removed from one contract and added to another contract.

Board Resolution 19-046 states the County will not accept new Williamson Act contracts nor will the County amend existing Williamson Act contracts when there is a fiscal impact to the County (attached). In the subject case, there will be no reduction in property taxes as a result of the Lot Line Adjustments.

California Environmental Quality Act (CEQA)

Approval of the proposed project, which involves the adjustment of parcel boundaries and will result in no change in acreage of land under Williamson Act contract in the County, and would not have a significant adverse effect on the environment, is therefore exempt from the California Environmental Quality Act (CEQA, Public Resources Code, §§ 21000 et seq.) pursuant to CEQA Guidelines (14 Cal. Code. Regs., §§ 15000 et seq.,) Section 15317, *Open Space Contracts or Easements,* or Section 15061(b)(3), *Review and Exemption*, each of which is separate and independent basis for compliance with CEQA.

Additionally, the proposed project is a subsequent approval to implement the project as described in the EIR for the Janus Solar and Battery Storage Project (SCH No. 2024061043), which the Board of Supervisors certified on February 25, 2025 (Resolution No. 25-006), is within the scope of the EIR and does not involve substantial changes, new information, or changed circumstances that necessitate additional environmental review under CEQA and the CEQA Guidelines (CEQA Guidelines § 15162), and which is a separate and independent basis for compliance with CEQA.

Prior Board Action
On March 17, 1971, the Board entered into contract WA #71-14 with Henry A. Kron.

Fiscal Impact/Funding Source
No fiscal impact is anticipated.

Action for the Clerk
Obtain the Board Chair's signature on the contracts and once completed notify the County Surveyor the contracts are ready for recordation concurrently with the LLA approval documentation.

ATTACHMENTS:

- BOS Resolution Janus and Favero WA Contract Recession and Re-entry (DOC)
- New Williamson Act #1 (WA 25-04) (DOC)
- New Williamson Act #2 (WA 25-05) (DOC)
- Exhibit "A" Resultant Parcel Descriptions (PDF)
- Exhibit "B" Resultant Parcel Exhibit (PDF)
- 09-23-25 Public Hearing Notice for Williamson Act Recission and Re-entry Janus and Favero-Proof (PDF)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE RESCISSION OF EXISTING WILLIAMSON ACT CONTRACTS AND THE RE-ENTRY UNDER APPLICATIONS #25-04 AND #25-05

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement State-wide farmland preservation policies intended at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, Paul Favero and Jeralyn K. Favero, as Trustees of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997, and Michael Rex Favero and Sherry L. Favero, Husband and Wife (the "Favero Landowners"), are the owners of certain property that was placed in a Williamson Act contract (#71-14) on March 17, 1971;

WHEREAS, a Lot Line Adjustment (LLA) application (PD-25-20) was submitted to the County on July 18, 2025, that proposes to adjust the boundaries of the involved parcels, resulting in the enlargement of Parcel 2 (APN 018-050-013) from ± 148 acres to ± 189 acres, and a reduction of Parcel 1 (APNs 018-050-005, 006) from ± 870 acres to ± 829 acres of land between legal Williamson Act contracted parcels of the Favero Landowners;

WHEREAS, the properties involved in the LLA application (PD-25-20) are within existing duly established Williamson Act contracts and the property transfer would remove property from one existing Williamson Act contract and place that property in different Williamson Act contracts;

WHEREAS, the LLA application and associated proposed rescission of Williamson Act contracts affect only the above-referenced parcels and do not otherwise affect Williamson Act contracts on any other parcels in the County;

WHEREAS, in order for the Community Development Director to approve PD-25-20, the Board of Supervisors would need to first make certain findings pursuant to Government Code Section 51257(a) and approve the rescission of the subject contracts and re-entry into new Williamson Act contracts;

WHEREAS, the draft Administrative Staff Reports prepared for PD-25-20 contains a detailed analysis of how said LLA applications comply with Government Code Section 51257(a);

WHEREAS, the Board of Supervisors has reviewed the analysis contained in the draft Administrative Staff Reports prepared for PD-25-20 and has considered how the proposed LLAs comply with Government Code Section 51257(a); and

WHEREAS, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA, Public Resources Code §§ 21000 et seq.) pursuant to CEQA Guidelines (14 Cal. Code. Regs., §§ 15000 et seq.,) Section 15317, *Open Space Contracts or Easements.*

WHEREAS, it can be seen with certainty that there is no possibility that approval of the proposed project, which involves the adjustment of parcel boundaries and will result in no net change in the acreage of land under Williamson Act contract in the County, would have a

Attachment: BOS Resolution Janus and Favero WA Contract Recession and Re-entry [Revision 1] (10764 : Janus - Favero Williamson Acts

significant effect on the environment, therefore the proposed project is also exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3); and

WHEREAS, the rescission and re-entry of Williamson Act contracts to the same real property previously covered by such contracts to implement the project as described in the Environmental Impact Report for the Janus Solar and Battery Storage Project (SCH No. 2024061043) (EIR), which the Board of Supervisors certified on February 25, 2025 (Resolution No. 25-006), constitutes a subsequent approval within the scope of the original EIR and does not involve substantial changes, new information, or changed circumstances that necessitate additional environmental review under CEQA and the CEQA Guidelines (CEQA Guidelines § 15162).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does here by find:

(1) That the new contracts would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for Williamson Act contracts;

(2) That there would be no net decrease in the amount of acreage subject to the existing and proposed contracts;

(3) That at least ninety (90%) percent of the land under the existing contracts would remain under the proposed contracts;

(4) That the resulting legal lot areas subject to the contracts would be large enough to sustain qualifying agricultural uses;

(5) That the Lot Line Adjustments (PD-25-20) would not compromise the long-term agricultural production on the contracted land;

(6) That the Lot Line Adjustments (PD-25-20) is not likely to result in the removal of adjacent land from agricultural uses; and

(7) That the Lot Line Adjustments (PD-25-20) would not result in a greater number of developable parcels that existed prior to the adjustments, or an adjusted lot that is inconsistent with the General Plan.

BE IT FURTHER RESOLVED that the Board of Supervisors approves the rescission and re-entry of existing Williamson Act contracts under application WA #25-04 and WA #25-05 subject to the following conditions:

(A) The property owners must agree to rescind their existing Williamson Act contracts and simultaneously re-enter into new contracts; and

(B) In the event that the property in question is not transferred and the approval of the LLAs (PD-25-20) lapses, this approval shall automatically lapse and said boundaries shall be restored to the same configurations which existed prior to the adoption of this resolution without further action by the County.

BE IT FURTHER RESOLVED that the Board of Supervisors instructs staff to take the necessary steps to rescind the existing contracts and re-enter same land into new Williamson Act

Attachment: BOS Resolution Janus and Favero WA Contract Recession and Re-entry [Revision 1] (10764 : Janus - Favero Williamson Acts

contracts, that the County Surveyor is hereby authorized to make any necessary technical amendments to the legal descriptions, and that the Chair of the Board of Supervisors is hereby authorized to sign said contracts on behalf of the County of Colusa.

BE IT FURTHER RESOLVED that the proposed project would not result in any significant adverse environmental effect and is exempt from CEQA pursuant to CEQA Guidelines Sections 15317 or 15061(b)(3), each of which is a separate and independent basis for compliance with CEQA.

BE IT FURTHER RESOLVED that the proposed project is a subsequent approval to implement the project as described in the EIR for the Janus Solar and Battery Storage Project (SCH No. 2024061043), which the Board of Supervisors certified on February 25, 2025 (Resolution No. 25-006), is within the scope of the EIR and does not involve substantial changes, new information, or changed circumstances that necessitate additional environmental review under CEQA and the CEQA Guidelines (CEQA Guidelines § 15162), and which is a separate and independent basis for compliance with CEQA.

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this ___ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K Smith, Chairperson
Colusa County Board of Supervisors

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy

Attachment: BOS Resolution Janus and Favero WA Contract Recession and Re-entry [Revision 1] (10764 : Janus - Favero Williamson Acts

WHEN RECORDED MAIL TO:

NAME: COLUSA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

Colusa County

Land Conservation (Williamson Act) Contract

Contract No. WA #25-04

THIS CONTRACT made and entered into this 23rd day of September 2025 by and between the **COUNTY OF COLUSA**, a political subdivision of the State of California, hereinafter referred to as "County" and Paul Favero and Jeralyn K. Favero, as Trustees of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997, and Michael Rex Favero and Sherry L. Favero, Husband and Wife, hereinafter referred to as "Owner", and:

WITNESSETH:

The purpose of this contract is to rescind the applicable existing Land Conservation Act of 1965 (Williamson Act), as amended, Contract and simultaneously reenter into a new Williamson Act Contract pursuant to the existing Contract terms as a result of the property described herein being part of a lot line adjustment.

WHEREAS, the County has established an agricultural preserve (Agricultural Preserve No. 2, Resolution #98-51) in accordance with the requirements of Government Code Section 51296 which contains, within its boundaries, the property of owner; and

WHEREAS, on March 17, 1971, the subject property described in Exhibit "A" was part of a Williamson Act Contract (herein referred to "Contract") which limited the use of the property to agricultural and compatible uses and placed other requirements in accordance with said Contract; and

WHEREAS, Pursuant to Section 51254 of the California Government Code, the County and Owner may upon their mutual agreement rescind the existing contract in order simultaneously to enter into a new contract provided that the new contract would enforceably restrict the same property for an initial term at least as long as the unexpired term of the contract being so rescinded but not less than 10 years.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This contract is made and entered into pursuant to the Land Conservation Act of 1965, as amended, and is subject to the applicable provisions thereof.

2. During the term of this Contract the above-described land shall not be used for any purpose other than agricultural and compatible uses as described in Exhibit "C" attached hereto or as described in Resolution No. 25-006, approved by the Colusa County Board of Supervisors on February 25,

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

2025, each as incorporated by reference. No structures shall be erected upon said land except such structures as may be directly related to and compatible with allowed uses hereunder. Owner waives any right to a non-conforming use if such use is not listed on the Application for Land Use Contract.

3. If any action in eminent domain for the condemnation of any land described herein is hereafter filed, or any portion of the property is acquired in lieu of condemnation, the provisions of Sections 51290-51295 of the California Government Code shall apply.

4. This Contract is effective on the date that the County's executed contract is recorded and remains in full force and effect for an initial term of at least ten years for 10-Year Williamson Act Contracts or twenty years for 20-Year for Super Williamson Act Contracts, which commences on the first day of January following execution of the Contract. Each succeeding first day of January is the annual renewal date of this Contract. This Contract will be renewed automatically on each succeeding January 1 and one additional year will be added automatically to the contract term unless notice of nonrenewal is given in compliance with the Act and the County's Williamson Act Program. The contract length of time may be shortened by the County pursuant to the AB 1265 process.

5. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to owner as a result of the method of calculating the assessed value of the subject land due to the restrictions placed thereon.

6. This contract may not be canceled except in the manner provided in Sections 51280 through 51285 of the Government Code of California. In the event a contract cancellation is approved, the owner shall pay a cancellation penalty equal to twenty-five (25) percent of the current fair market value of the land as if free from contractual restriction. Twelve and one-half (12-1/2) percent of said penalty shall go to the County and twelve and one-half (12-1/2) percent of said penalty shall be forwarded by the County to the State.

7. The Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. In the event the land under this contract is divided, a contract identical to the contract then covering said land shall be executed by the Owner(s) of each parcel created by the division at the time of the division. Any such division shall be made only upon approval of County and upon condition that each parcel after division meets the requirements of the agricultural preserve. County shall require, as a condition of the approval, the execution of the contracts provided for in this paragraph.

9. The Owner agrees that no additional, separate legal parcels currently exist within the property that may be recognized by a certificate of compliance during the term of the contract pursuant to Government Code section 66499.35. The owners will not apply for, or otherwise seek recognition of, additional legal parcels within the property based on certificates of compliance during the term of the contract.

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

10. In the event of a breach of this contract, the parties shall consider, in addition to any other available remedies for breach, the alternate remedy to a contract cancellation petition by landowner which is provided in Government Code Section 51250. Subsection (b) thereof provides substantially as follows:

For purposes of this section, a breach is material if, on a parcel under contract, if the conditions defining a material breach in Government Code Section 51250 are met. Should a material breach occur, the County shall undertake the actions detailed in Government Code Section 51250 to determine the facts and circumstances related to the possible material breach and, if confirmed, processed with the defined enforcement actions and penalty provisions of said Section.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

COUNTY OF COLUSA

_____ Date: _____
Daurice K Smith, Board Chair

_____Date:_____
Owner

Paul Favero, Trustee of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997_____
(Print Name of Owner)

_____Date:_____
Owner

Jeralyn K. Favero, Trustee of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997___
(Print Name of Owner)

_____Date:_____
Owner

Michael Rex Favero_____
(Print Name of Owner)

_____Date:_____
Owner

Sherry L. Favero_____
(Print Name of Owner)

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

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

COUNTY OF } SS

On _____ before me, _____, a Notary Public 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 _____

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "A"
W.A. CONTRACT #71-14 LEGAL DESCRIPTION

Description

The land referred to herein is situated in the State of California, County of Colusa, described as follows:

Beginning At The Quarter Section Corner Between Section 1, In Township 14 North, Range 4 West, And Section 36, In Township 15 North, Range 4 West, Mount Diablo Base And Meridian, And Running Thence Along The Quarter Section Line Through The Center Of Section 1, South 00° 08' East 59.59 Chains, More Or Less, To A Point From Whence A Sandstone Marked 1/4 S.C. St. M., Situate At The Compromise Quarter Section Corner Between Section 1 And 12, Township 14 North, Range 4 West, M.D.B. & M., Bears South 00° 08' East 23.78 Chains Distant, And Running Thence North 88° West 10.77 Chains; Thence South 60° 54' West 5.40 Chains; Thence South 83° West 9 Chains; Thence South 44° 25' West 14 Chains; Thence South 85° 08' West 35 Chains; Thence South 74° West 12 Chains To The Quarter Section Line Running North And South Through The Center Of Section 2, Said Township And Range; Thence Along Said Quarter Section Line South 00° 08' East 5 Chains To The Quarter Section Corner Between Sections 2 And 11, Said Township And Range; Thence Westerly 1/2 Mile, More Or Less, To The Southwest Corner Of Said Section 2, Thence Northerly Along The Westerly Line Of Said Section 2, 1 Mile, More Or Less, To The Northwest Corner Of Said Section 2, And Thence Easterly 1-1/2 Miles, More Or Less, To The Point Of Beginning, And Being Portions Of Sections 1 And 2, Township 14 = North, Range 4 West, Mount Diablo Base And Meridian.

EXCEPTING THEREFROM the portion thereof described in the following deed: Deed Of J.W. Forgeus And Jessie E. N. Forgeus To County Of Colusa, Dated September 30, 1913, And Recorded October 2, 1913, In Book 80 Of Deeds, At Page 92, Colusa County Records.

APN: 018-050-005, 018-050-006

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "A.1"
W.A CONTRACT #25-04 LEGAL DESCRIPTION
AS AMENDED BY LLA (PD-25-20)

All that certain real property situate in the County of Colusa, State of California, described as follows:

(Lot One of Lot Line Adjustment No. 25-20)

All that real property owned now or formerly by Paul Favero and Jeralyn K. Favero, as Trustees of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997, and Michael Rex Favero and Sherry L. Favero, husband and wife as community property with the right of survivorship, as described in Exhibit "C" of that certain Correctory Grant Deed, recorded on September 13, 2021, as Document No. 2021-0003738A, in the Official Records of Colusa County, and being Portions of section 1 and 2 township 14 North, Range 4 West, Mount Diablo Base and Meridian;

Excepting therefrom the West 1,203.00 feet of the North 1,485.00 feet of the Northwest quarter (1/4) of Section 2, lying East of the right-of-way of Spring Valley Road;

Said tract of land being more particularly described by metes and bounds as follows:

Commencing at the northerly common corner of Sections 3 and 2 of said township and range, and Sections 34 and 35 of Township 13 North, Range 4 West, thence running along the north line of Section 2, South 89°41'44" East a distance of 1,227.53 feet to the point of beginning of Lot 1 being the northwesterly corner of lot 2, passing the intersection of the Easterly right-of-way of Spring Valley Road (as described in Book 80 of Deeds at Page 92) at 24.53 feet;

Thence continuing along said northerly line South 89°41'44" East passing the common corner of Sections 2 and 1 at a distance of 4,097.23 feet, continuing another 2,662.38 feet in total 6,759.61 feet to the Northeast corner of Lot 1;

Thence departing said north line and traversing over and across said Favero land, the following eight (8) courses and distances,

1.) South 00°42'29" West a distance of 3,919.31 feet;

2.) Thence North 87°00'14" West a distance of 717.15 feet;

3.) Thence South 61°30'09" West a distance of 351.26 feet;

4.) Thence South 83°43'32" West a distance of 601.02 feet;

5.) Thence South 45°30'24" West a distance of 915.44 feet;

6.) Thence South 86°03'28" West a distance of 2,312.13 feet;

7.) Thence South 75°38'39" West a distance of 786.28 feet;

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

8.) Thence South 01°01'52" West a passing the north line of an unnamed Colusa public right-of-way (as described in Book 80 of Deeds at Page 92) at distance of 69.48 feet, Thence continuing along the same 54.96 feet to the south line of said right-of-way, Continuing another 205.56 feet, in total 330.00 feet to a point on the south line of said section 2.

Thence along said south line North 89°28'41" West a distance of 2,639.54 to the southern common corner of Sections 3 and 2 feet passing the easterly right-of-way of said Spring Valley Road at 2,617.88 feet;

Thence along the west line of section 2 North 00°31'46" East a distance of 3,973.87 feet;

Thence departing said west line South 89°41'44" East a distance of 1,229.65 feet, passing the westerly right-of-way of said Spring Valley Road at 26.65 feet;

Thence North 00°26'52" East a distance of 1,485.00 feet returning to the point of beginning.

Containing an area of 849.142 acres, more or less.

As affected by Right-of-Way as described in deed from J.W. Forgeus and Jessie E. N. Forgeus to the County of Colusa, a municipal corporation, dated September 30, 1913, and recorded October 2, 1913, in Book 80 of Deeds at Page 92, Official Records of Colusa County.

End of Description

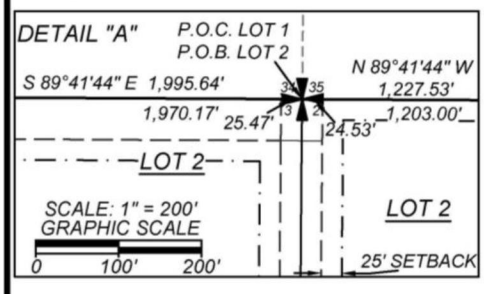
This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyor's Act.

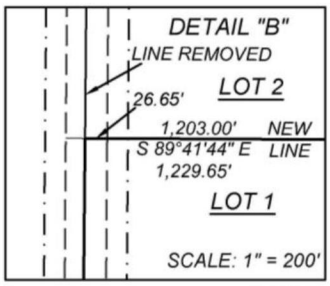
Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "B"
LOT LINE ADJUSTMENT NO. 25-020

PROFESSIONAL LAND SURVEYOR
ROBERT WINNICKI
No. 9608
Exp. Mar 31, 2027
STATE OF CALIFORNIA

Property Owner(s) of Record:
PAUL FAVERO & JERALYN K REVOCABLE TRUST
MICHAEL & SHERRY FAVERO



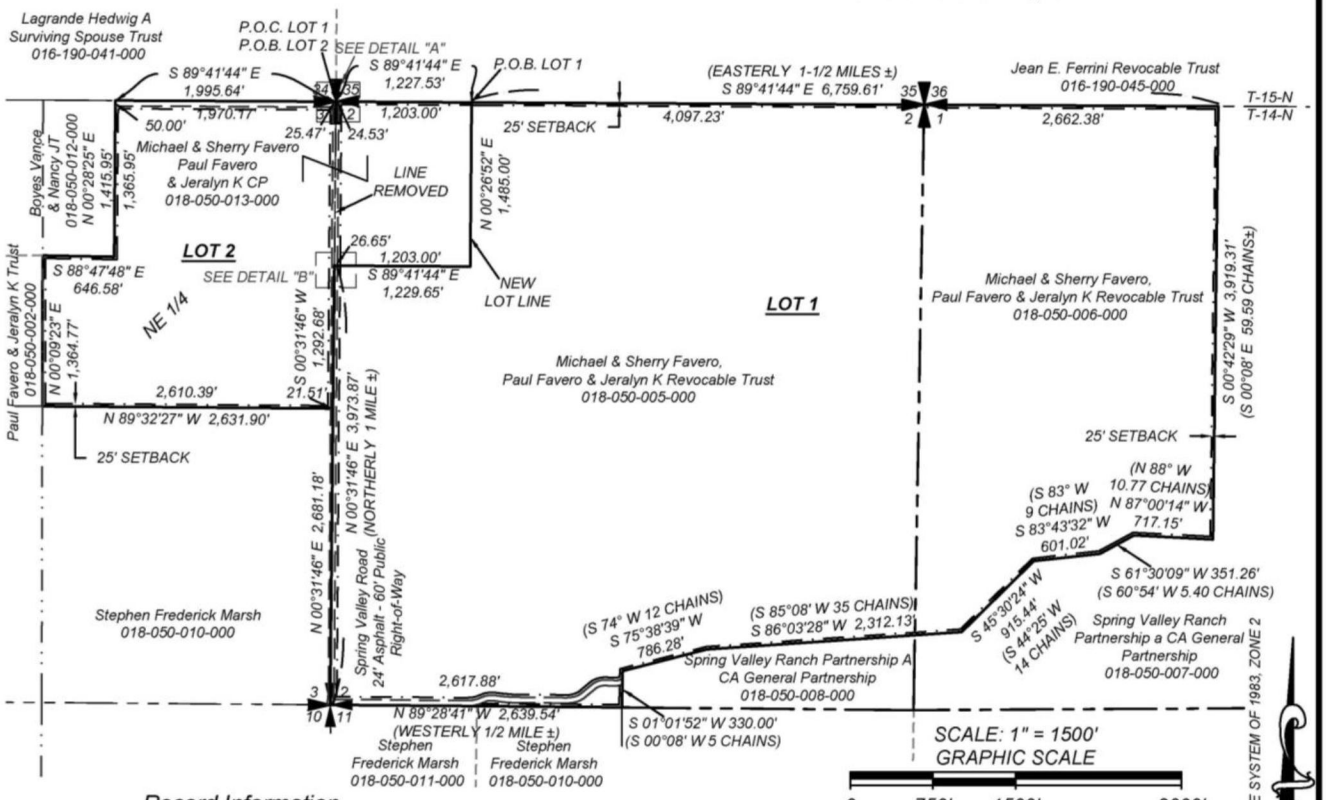


Robert J. Winnicki

DATE 08/27/2025

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT

A PART OF SECTIONS 1, 2 AND 3, TOWNSHIP 14 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN.
COLUSA COUNTY, CALIFORNIA



Record Information

Correctory Grant Deed, executed by Michael Rex Favero and Sherry Lee Favero in favor of Paul Favero and Jeralyn K. Favero, dated August 5, 2021, recorded September 13, 2021, as Document No. 2021-0003738, Official Public Records, Colusa County, California.

Area Table

	SQUARE FEET±	ACRES±
LOT 1:	36,988,623	849.142
LOT 2:	8,233,066	189.005

Legend of Abbreviations

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD DIMENSION

BLEW
Surveying | Engineering | Environmental
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR REF: 20-2623.08

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "C"

STATEMENT OF AGRICULTURAL AND COMPATIBLE USE FOR AGRICULTURAL PRESERVE NUMBER ONE

A. AGRICULTURAL USES

1. Agriculture, including any customary agricultural buildings and structures and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow lands withdrawn from production pursuant to Federal agricultural programs such as, but not limited to, there authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. COMPATIBLE USES

1. Ranch and farm dwellings appurtenant to a principal agricultural use.

2. Drilling and operation of oil and gas wells for which a conditional use permit has been granted.

3. Electrical distribution substations.

4. Recreational uses for which a conditional use permit has been granted.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee.

6. Agricultural labor camps.

7. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

8. Temporary shelters for herdsmen including mobile homes, wagons, and tents.

9. Guest houses, not rented or otherwise conducted as a business.

10. Home occupations.

11. Offices incidental and necessary to the conduct of a principal permitted use.

12. Private garages, private parking areas, and private stables.

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

13. Roadside stands for the sale of agricultural products primarily grown in the local area.

14. Name plates and signs appurtenant to any permitted use including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

15. Temporary landing strips appurtenant to a principal permitted use.

16. Other accessory uses and buildings customarily appurtenant to a permitted use including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

17. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

18. Hunting clubs or hunting activities for which a conditional use permit has been granted which permit hunting only during the dormant or winter fallow agricultural season. More particularly, the act of hunting does not begin until after harvest and ceases before planting season begins.

19. The erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities.

Attachment: New Williamson Act #1 (WA 25-04) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

WHEN RECORDED MAIL TO:

NAME: COLUSA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

Colusa County

Land Conservation (Williamson Act) Contract

Contract No. WA #25-05

THIS CONTRACT made and entered into this 23rd day of September 2025 by and between the **COUNTY OF COLUSA**, a political subdivision of the State of California, hereinafter referred to as "County" and Paul Favero and Jeralyn K. Favero, as Trustees of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997, and Michael Rex Favero and Sherry L. Favero, Husband and Wife, hereinafter referred to as "Owner", and:

WITNESSETH:

The purpose of this contract is to rescind the applicable existing Land Conservation Act of 1965 (Williamson Act), as amended, Contract and simultaneously reenter into a new Williamson Act Contract pursuant to the existing Contract terms as a result of the property described herein being part of a lot line adjustment.

WHEREAS, the County has established an agricultural preserve (Agricultural Preserve No. 2, Resolution #98-51) in accordance with the requirements of Government Code Section 51296 which contains, within its boundaries, the property of owner; and

WHEREAS, on March 17, 1971, the subject property described in Exhibit "A" was part of a Williamson Act Contract (herein referred to "Contract") which limited the use of the property to agricultural and compatible uses and placed other requirements in accordance with said Contract; and

WHEREAS, Pursuant to Section 51254 of the California Government Code, the County and Owner may upon their mutual agreement rescind the existing contract in order simultaneously to enter into a new contract provided that the new contract would enforceably restrict the same property for an initial term at least as long as the unexpired term of the contract being so rescinded but not less than 10 years.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This contract is made and entered into pursuant to the Land Conservation Act of 1965, as amended, and is subject to the applicable provisions thereof.

2. During the term of this Contract the above-described land shall not be used for any purpose other than agricultural and compatible uses as described in Exhibit "C" attached hereto or as described in Resolution No. 25-006, approved by the Colusa County Board of Supervisors on February 25,

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

2025, each as incorporated by reference. No structures shall be erected upon said land except such structures as may be directly related to and compatible with allowed uses hereunder. Owner waives any right to a non-conforming use if such use is not listed on the Application for Land Use Contract.

3. If any action in eminent domain for the condemnation of any land described herein is hereafter filed, or any portion of the property is acquired in lieu of condemnation, the provisions of Sections 51290-51295 of the California Government Code shall apply.

4. This Contract is effective on the date that the County's executed contract is recorded and remains in full force and effect for an initial term of at least ten years for 10-Year Williamson Act Contracts or twenty years for 20-Year for Super Williamson Act Contracts, which commences on the first day of January following execution of the Contract. Each succeeding first day of January is the annual renewal date of this Contract. This Contract will be renewed automatically on each succeeding January 1 and one additional year will be added automatically to the contract term unless notice of nonrenewal is given in compliance with the Act and the County's Williamson Act Program. The contract length of time may be shortened by the County pursuant to the AB 1265 process.

5. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to owner as a result of the method of calculating the assessed value of the subject land due to the restrictions placed thereon.

6. This contract may not be canceled except in the manner provided in Sections 51280 through 51285 of the Government Code of California. In the event a contract cancellation is approved, the owner shall pay a cancellation penalty equal to twenty-five (25) percent of the current fair market value of the land as if free from contractual restriction. Twelve and one-half (12-1/2) percent of said penalty shall go to the County and twelve and one-half (12-1/2) percent of said penalty shall be forwarded by the County to the State.

7. The Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. In the event the land under this contract is divided, a contract identical to the contract then covering said land shall be executed by the Owner(s) of each parcel created by the division at the time of the division. Any such division shall be made only upon approval of County and upon condition that each parcel after division meets the requirements of the agricultural preserve. County shall require, as a condition of the approval, the execution of the contracts provided for in this paragraph.

9. The Owner agrees that no additional, separate legal parcels currently exist within the property that may be recognized by a certificate of compliance during the term of the contract pursuant to Government Code section 66499.35. The owners will not apply for, or otherwise seek recognition of, additional legal parcels within the property based on certificates of compliance during the term of the contract.

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

10. In the event of a breach of this contract, the parties shall consider, in addition to any other available remedies for breach, the alternate remedy to a contract cancellation petition by landowner which is provided in Government Code Section 51250. Subsection (b) thereof provides substantially as follows:

For purposes of this section, a breach is material if, on a parcel under contract, if the conditions defining a material breach in Government Code Section 51250 are met. Should a material breach occur, the County shall undertake the actions detailed in Government Code Section 51250 to determine the facts and circumstances related to the possible material breach and, if confirmed, processed with the defined enforcement actions and penalty provisions of said Section.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

COUNTY OF COLUSA

_____ Date: _____
Daurice K Smith, Board Chair

_____Date:_____
Owner

Paul Favero, Trustee of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997_____
(Print Name of Owner)

_____Date:_____
Owner

Jeralyn K. Favero, Trustee of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997__
(Print Name of Owner)

_____Date:_____
Owner

Michael Rex Favero_____
(Print Name of Owner)

_____Date:_____
Owner

Sherry L. Favero_____
(Print Name of Owner)

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

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

COUNTY OF } SS

On _____ before me, _____, a Notary Public 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 _____

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "A"
W.A. CONTRACT #71-14 LEGAL DESCRIPTION

Description

The land referred to herein is situated in the State of California, County of Colusa, described as follows:

The Northeast quarter of Fractional Section Three, Township 14 North, Range 4 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM the West One-Half of the Northwest One-Quarter of the Northeast One-Quarter.

ALSO EXCEPTING THEREFROM the Portion thereof described in deed of J.W. Forgeus and Jessie E. N. Forgeus to County of Colusa, a municipal corporation, dated September 30, 1913, and recorded October 02, 1913, in Book 80 of Deeds at page 92.

APN: 018-050-013

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "A.1"
W.A CONTRACT #25-05 LEGAL DESCRIPTION
AS AMENDED BY LLA (PD-25-20)

All that certain real property situate in the County of Colusa, State of California, described as follows:

(Lot Two of Lot Line Adjustment No. 25-20)

All that real property owned now or formerly by Paul Favero and Jeralyn K. Favero, as Trustees of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997, and Michael Rex Favero and Sherry L. Favero, husband and wife as community property with the right of survivorship, as described in Exhibit "C" of that certain Correctory Grant Deed, recorded on September 13, 2021, as Document No. 2021-0003738A, in the Official Records of Colusa County, and being the Northeast quarter (1/4) of Section 3 Township 14 North Range 4 West, Mount Diablo Base and Meridian, excepting therefrom the West half (1/2) of the Northwest quarter (1/4) of the Northeast quarter (1/4);

Together with the West 1,203.00 feet of the North 1,485.00 feet of the Northwest quarter (1/4) of Section 2, lying East of the right-of-way of Spring Valley Road;

Said tract being more particularly described by metes and bounds as follows:

Beginning at the northerly common corner of Sections 3 and 2 of said township and range, and Sections 34 and 35 of Township 13 North, Range 4 West, thence running along the north line of Section 2, South 89°41'44" East a distance of 1,227.53 feet to the point of beginning of Lot 1 being the northwesterly corner of lot 2, passing the intersection of the Easterly right-of-way of Spring Valley Road (as described in Book 80 of Deeds at Page 92) at 24.53 feet;

Thence departing said north line South 00°26'52" West a distance of 1,485.00 feet;

Thence North 89°41'44" West a distance of 1,229.65 feet to a point on the west line of said section 2, Passing the intersection of the Easterly right-of-way of said Spring Valley Road at 1,203.00 feet;

Thence along said west line South 00°31'46" West 1,292.68 feet to the Southeast corner of the Northeast quarter (1/4) of said section 3;

Thence along said South line, North 89°32'26" West a distance of 2,631.90 feet to the southwest corner of said Northeast quarter (¼), passing the westerly right-of-way of said Spring Valley Road at 21.51 feet;

Thence along the West line of said Northeast quarter (1/4), North 00°09'23" East a distance of 1,364.77 feet to the South line of the West half (1/2) of the Northwest quarter (1/4) of said Northeast quarter (1/4);

Thence along said South line, South 88°47'48" East a distance of 646.58 feet to the East line of the West half (1/2) of the Northwest quarter (1/4) of said Northeast quarter (1/4);

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

Thence along said Easterly line, North 00°28'25" East a distance of 1,415.95 feet to a point on the north line of said section 3, passing a point on the Southerly right-of-way of an unnamed Colusa public right-of-way (as described in Book 80 of Deeds at Page 92) at 1,365.95 feet;

Thence along the north line of section 3 South 89°41'44" East a distance of 1,995.64 feet to the point of beginning. Passing the westerly right-of-way of said Spring Valley Road at 1,970.17 feet.

Containing an area of 189.005 acres, more or less.

As affected by Right-of-Way as described in deed from J.W. Forgeus and Jessie E. N. Forgeus to the County of Colusa, a municipal corporation, dated September 30, 1913, and recorded October 2, 1913, in Book 80 of Deeds at Page 92, Official Records of Colusa County.

End of description.

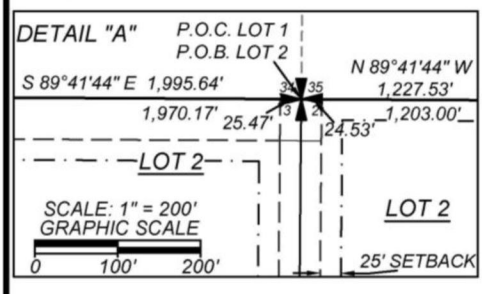
This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyor's Act.

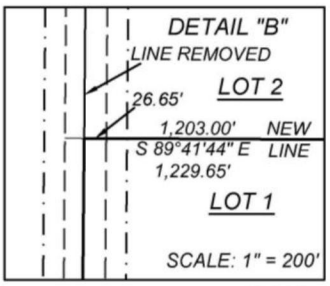
Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "B"
LOT LINE ADJUSTMENT NO. 25-020

PROFESSIONAL LAND SURVEYOR
ROBERT WINNICKI
No. 9608
Exp. Mar 31, 2027
STATE OF CALIFORNIA

Property Owner(s) of Record:
PAUL FAVERO & JERALYN K REVOCABLE TRUST
MICHAEL & SHERRY FAVERO



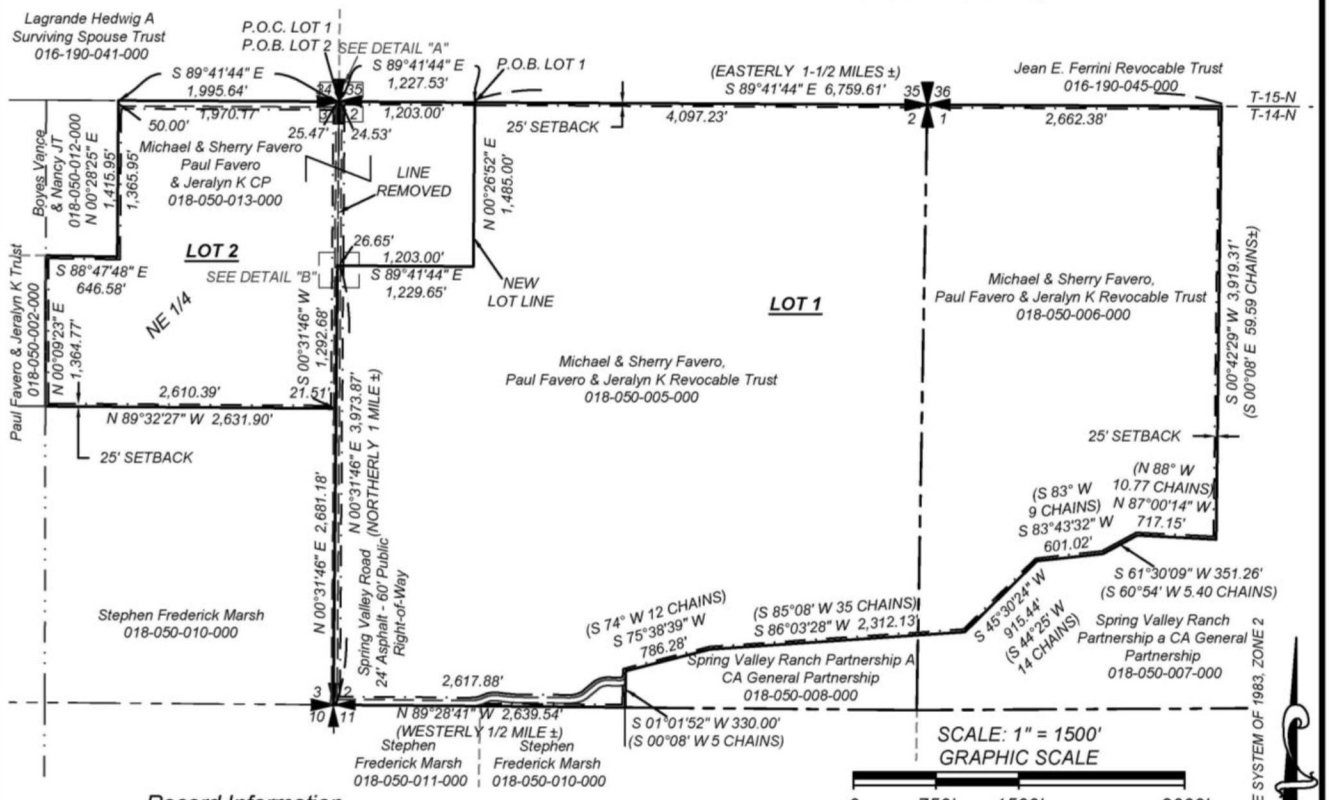


Robert J. Winnicki

DATE 08/27/2025

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT

A PART OF SECTIONS 1, 2 AND 3, TOWNSHIP 14 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN. COLUSA COUNTY, CALIFORNIA



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Area Table

	SQUARE FEET±	ACRES±
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LOT 2:	8,233,066	189.005

Legend of Abbreviations

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P.O.C.	POINT OF COMMENCEMENT
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SURVEYOR REF: 20-2623.08

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "C"

STATEMENT OF AGRICULTURAL AND COMPATIBLE USE FOR AGRICULTURAL PRESERVE NUMBER ONE

A. AGRICULTURAL USES

1. Agriculture, including any customary agricultural buildings and structures and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow lands withdrawn from production pursuant to Federal agricultural programs such as, but not limited to, there authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. COMPATIBLE USES

1. Ranch and farm dwellings appurtenant to a principal agricultural use.

2. Drilling and operation of oil and gas wells for which a conditional use permit has been granted.

3. Electrical distribution substations.

4. Recreational uses for which a conditional use permit has been granted.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee.

6. Agricultural labor camps.

7. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

8. Temporary shelters for herdsmen including mobile homes, wagons, and tents.

9. Guest houses, not rented or otherwise conducted as a business.

10. Home occupations.

11. Offices incidental and necessary to the conduct of a principal permitted use.

12. Private garages, private parking areas, and private stables.

Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

13. Roadside stands for the sale of agricultural products primarily grown in the local area.

14. Name plates and signs appurtenant to any permitted use including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

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16. Other accessory uses and buildings customarily appurtenant to a permitted use including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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Attachment: New Williamson Act #2 (WA 25-05) (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 25-020
LOT 1

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Excepting therefrom the West 1,203.00 feet of the North 1,485.00 feet of the Northwest quarter (1/4) of Section 2, lying East of the right-of-way of Spring Valley Road;

Said tract of land being more particularly described by metes and bounds as follows:

Commencing at the northerly common corner of Sections 3 and 2 of said township and range, and Sections 34 and 35 of Township 13 North, Range 4 West, thence running along the north line of Section 2, South 89°41'44" East a distance of 1,227.53 feet to the point of beginning of Lot 1 being the northwesterly corner of lot 2, passing the intersection of the Easterly right-of-way of Spring Valley Road (as described in Book 80 of Deeds at Page 92) at 24.53 feet;

Thence continuing along said northerly line South 89°41'44" East passing the common corner of Sections 2 and 1 at a distance of 4,097.23 feet, continuing another 2,662.38 feet in total 6,759.61 feet to the Northeast corner of Lot 1;

Thence departing said north line and traversing over and across said Favero land, the following eight (8) courses and distances,
1.) South 00°42'29" West a distance of 3,919.31 feet;
2.) Thence North 87°00'14" West a distance of 717.15 feet;
3.) Thence South 61°30'09" West a distance of 351.26 feet;
4.) Thence South 83°43'32" West a distance of 601.02 feet;
5.) Thence South 45°30'24" West a distance of 915.44 feet;
6.) Thence South 86°03'28" West a distance of 2,312.13 feet;
7.) Thence South 75°38'39" West a distance of 786.28 feet;
8.) Thence South 01°01'52" West a passing the north line of an unnamed Colusa public right-of-way (as described in Book 80 of Deeds at Page 92) at distance of 69.48 feet,Thence continuing along the same 54.96 feet to the south line of said right-of-way, Continuing another 205.56 feet, in total 330.00 feet to a point on the south line of said section 2.

Thence along said south line North 89°28'41" West a distance of 2,639.54 to the southern common corner of Sections 3 and 2 feet passing the easterly right-of-way of said Spring Valley Road at 2,617.88 feet;
Thence along the west line of section 2 North 00°31'46" East a distance of 3,973.87 feet;
Thence departing said west line South 89°41'44" East a distance of 1,229.65 feet, passing the westerly right-of-way of said Spring Valley Road at 26.65 feet;
Thence North 00°26'52" East a distance of 1,485.00 feet returning to the point of beginning.

Containing an area of 849.142 acres, more or less.

As affected by Right-of-Way as described in deed from J.W. Forgeus and Jessie E. N. Forgeus to the County of Colusa, a municipal corporation, dated September 30, 1913, and recorded October 2, 1913, in Book 80 of Deeds at Page 92, Official Records of Colusa County.

PROFESSIONAL LAND SURVEYOR
ROBERT
WINNICKI
No. 9608
Exp. Mar 31, 2027
STATE OF CALIFORNIA

Robert J. Winnicki *08/27/2025*
DATE

EXHIBIT "A"
LEGAL DESCRIPTION

Attachment: Exhibit "A" Resultant Parcel Descriptions (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 25-020
LOT 2

All that real property owned now or formerly by Paul Favero and Jeralyn K. Favero, as Trustees of the Paul and Jeralyn Favero Revocable Trust dated January 14, 1997, and Michael Rex Favero and Sherry L. Favero, husband and wife as community property with the right of survivorship, as described in Exhibit "C" of that certain Correctory Grant Deed, recorded on September 13, 2021, as Document No. 2021-0003738A, in the Official Records of Colusa County, and being the Northeast quarter (1/4) of Section 3 Township 14 North Range 4 West, Mount Diablo Base and Meridian, excepting therefrom the West half (1/2) of the Northwest quarter (1/4) of the Northeast quarter (1/4);

Together with the West 1,203.00 feet of the North 1,485.00 feet of the Northwest quarter (1/4) of Section 2, lying East of the right-of-way of Spring Valley Road;

Said tract being more particularly described by metes and bounds as follows:

Beginning at the northerly common corner of Sections 3 and 2 of said township and range, and Sections 34 and 35 of Township 13 North, Range 4 West, thence running along the north line of Section 2, South 89°41'44" East a distance of 1,227.53 feet to the point of beginning of Lot 1 being the northwesterly corner of lot 2, passing the intersection of the Easterly right-of-way of Spring Valley Road (as described in Book 80 of Deeds at Page 92) at 24.53 feet;
Thence departing said north line South 00°26'52" West a distance of 1,485.00 feet;
Thence North 89°41'44" West a distance of 1,229.65 feet to a point on the west line of said section 2, Passing the intersection of the Easterly right-of-way of said Spring Valley Road at 1,203.00 feet;
Thence along said west line South 00°31'46" West 1,292.68 feet to the Southeast corner of the Northeast quarter (1/4) of said section 3;
Thence along said South line, North 89°32'27" West a distance of 2,631.90 feet to the southwest corner of said Northeast quarter (¼), passing the westerly right-of-way of said Spring Valley Road at 21.51 feet;
Thence along the West line of said Northeast quarter (1/4), North 00°09'23" East a distance of 1,364.77 feet to the South line of the West half (1/2) of the Northwest quarter (1/4) of said Northeast quarter (1/4);
Thence along said South line, South 88°47'48" East a distance of 646.58 feet to the East line of the West half (1/2) of the Northwest quarter (1/4) of said Northeast quarter (1/4);
Thence along said Easterly line, North 00°28'25" East a distance of 1,415.95 feet to a point on the north line of said section 3, passing a point on the Southerly right-of-way of an unnamed Colusa public right-of-way (as described in Book 80 of Deeds at Page 92) at 1,365.95 feet;
Thence along the north line of section 3 South 89°41'44" East a distance of 1,995.64 feet to the point of beginning. Passing the westerly right-of-way of said Spring Valley Road at 1,970.17 feet.

Containing an area of 189.005 acres, more or less.

As affected by Right-of-Way as described in deed from J.W. Forgeus and Jessie E. N. Forgeus to the County of Colusa, a municipal corporation, dated September 30, 1913, and recorded October 2, 1913, in Book 80 of Deeds at Page 92, Official Records of Colusa County.

PROFESSIONAL LAND SURVEYOR
ROBERT
WINNICKI
No. 9608
Exp. Mar 31, 2027
STATE OF CALIFORNIA

Robert J. Winnicki *08/27/2025*
DATE

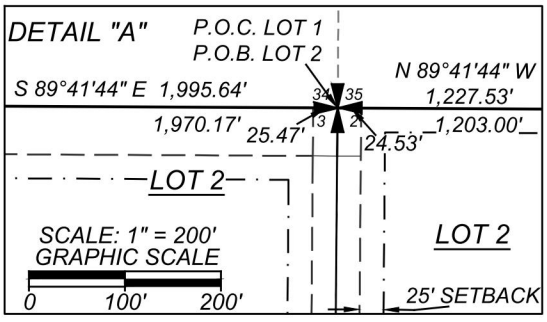
EXHIBIT "A"
LEGAL DESCRIPTION

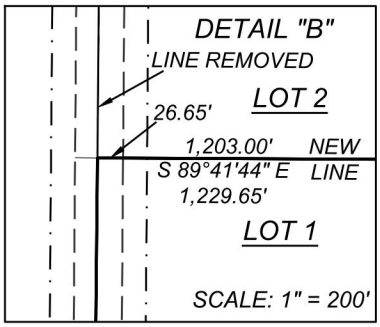
Attachment: Exhibit "A" Resultant Parcel Descriptions (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "B"
LOT LINE ADJUSTMENT NO. 25-020

PROFESSIONAL LAND SURVEYOR
ROBERT WINNICKI
No. 9806
Exp. Mar 31, 2027
STATE OF CALIFORNIA

Property Owner(s) of Record:
PAUL FAVERO & JERALYN K REVOCABLE TRUST
MICHAEL & SHERRY FAVERO



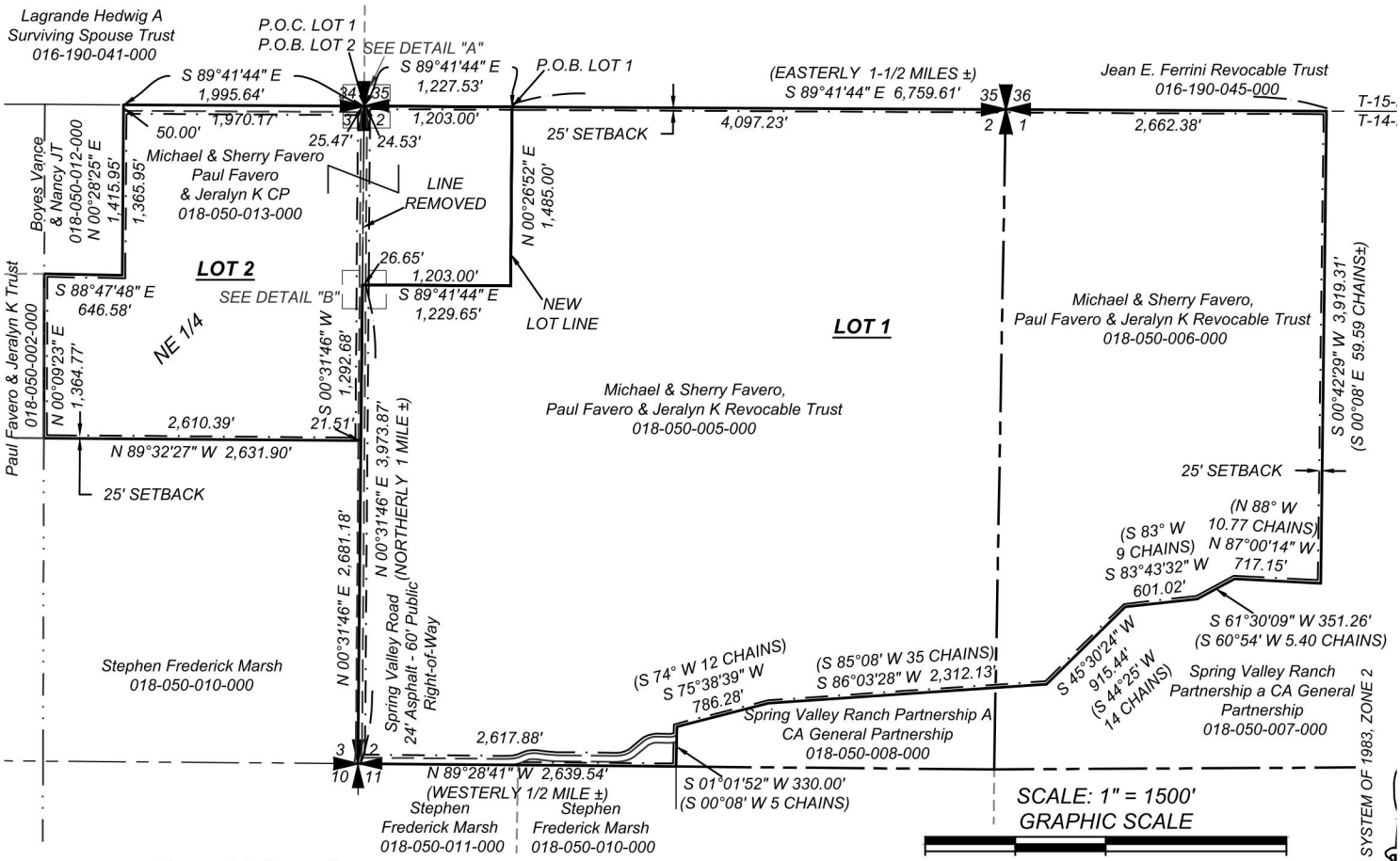


Robert J. Winnicki

DATE 08/27/2025

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE PROFESSIONAL LAND SURVEYOR'S ACT

A PART OF SECTIONS 1, 2 AND 3, TOWNSHIP 14 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN COLUSA COUNTY, CALIFORNIA



Record Information

Correctory Grant Deed, executed by Michael Rex Favero and Sherry Lee Favero in favor of Paul Favero and Jeralyn K. Favero, dated August 5, 2021, recorded September 13, 2021, as Document No. 2021-0003738, Official Public Records, Colusa County, California.

Area Table

	SQUARE FEET±	ACRES±
LOT 1:	36,988,623	849.142
LOT 2:	8,233,066	189.005

Legend of Abbreviations

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD DIMENSION

BLEW
Surveying | Engineering | Environmental
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

BASIS OF BEARING CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2

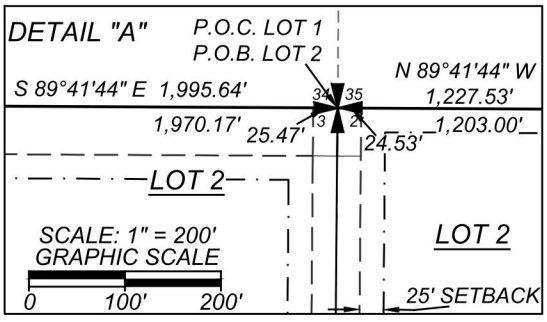
SURVEYOR REF: 20-2623.08

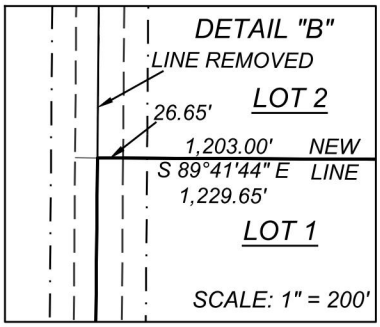
Attachment: Exhibit "A" Resultant Parcel Descriptions (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

EXHIBIT "B"
LOT LINE ADJUSTMENT NO. 25-020

PROFESSIONAL LAND SURVEYOR
ROBERT WINNICKI
No. 9806
Exp. Mar 31, 2027
STATE OF CALIFORNIA

Property Owner(s) of Record:
PAUL FAVERO & JERALYN K REVOCABLE TRUST
MICHAEL & SHERRY FAVERO





Robert J. Winnicki

DATE 08/27/2025

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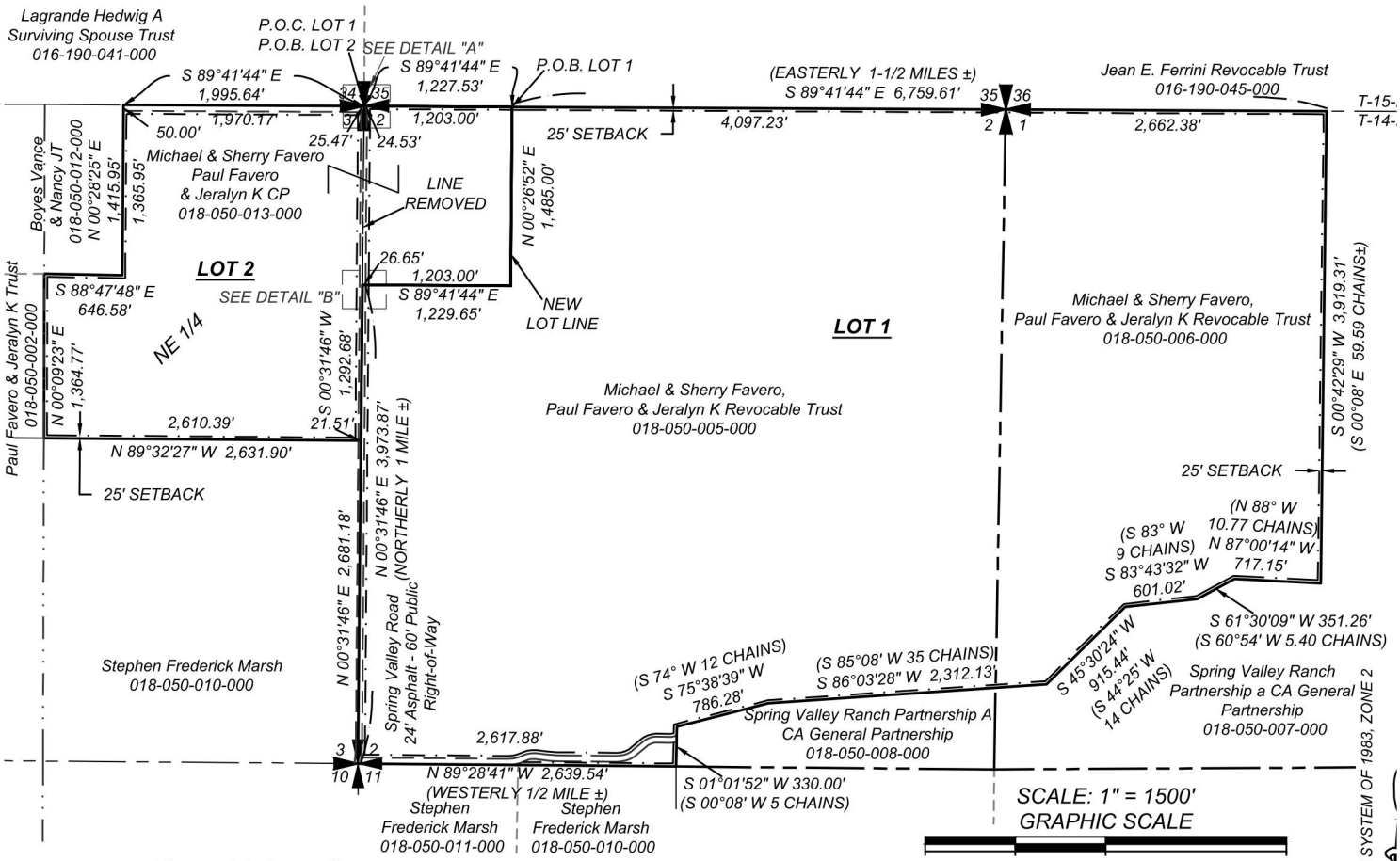
A PART OF SECTIONS 1, 2 AND 3, TOWNSHIP 14 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN COLUSA COUNTY, CALIFORNIA



Record Information

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Area Table

	SQUARE FEET±	ACRES±
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LOT 2:	8,233,066	189.005

Legend of Abbreviations

P.O.B.	POINT OF BEGINNING
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BASIS OF BEARING CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2

SURVEYOR REF: 20-2623.08

Attachment: Exhibit "B" Resultant Parcel Exhibit (10764 : Janus - Favero Williamson Acts Contracts Rescission and Reentry)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Colusa County Board of Supervisors will conduct a Public Hearing on **September 23, 2025, beginning at 9:30 a.m**. in the Board Chambers at 546 Jay Street, Suite 108, Colusa, CA 95932 to consider the following application:

Rescission and Reentry of Williamson Act (WA) Contracts: Janus/Favero – Adopt a resolution rescinding (WA#71-14) and entering into new (WA#25-04) and (WA#25-05) to reflect revised parcel boundaries and allow recordation of Lot Line Adjustment (PD-25-20). These parcels include: APNs 018-050-005, -006 & -013. Two contracts are required because Parcel 1 will be under the ownership of Janus Solar PV, LLC and Parcel 2 will remain under the ownership of the Favero Trustees. The project is exempt from the California Environmental Quality Act pursuant to Section 15317.

Project information is available at the Community Development Department (CDD) office, 1213 Market Street, Colusa, CA 95932, or by calling (530) 458-0480. Written comments are encouraged and should be submitted no later than the Friday before the hearing to Ciara Fisher, Principal Planner, CDD office, or by email at cfisher@countyofcolusaca.gov.

Additional documentation may be reviewed at the Office of the Clerk of the Board, 547 Market Street, Suite 102, Colusa, CA 95932, in accordance with Agenda Scheduling Deadlines. If you challenge the proposed project or environmental determination in court, you may be limited to issues raised at the public hearing or in written correspondence submitted before or during the hearing.

Dated: August 28, 2025

By:
ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk **09/05/2025 · CCPR**

Attachment: 09-23-25 Public Hearing Notice for Williamson Act Recission and Re-entry Janus and Favero-

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**September 23, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**1:30 p.m. Public Hearing to consider proposals for revisions to the County of Colusa FY 2025 -26 Recommended Budget.**

1:30 p.m. Public Hearing to consider proposals for revisions to the County of Colusa FY 2025-26 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 2025-26 Budget. This hearing may be continued from day to day until completed, but shall not exceed a total of fourteen calendar days. The Final Budget must be adopted no later than October 2nd.

The attached memo (which is part of the Budget Book) contains a bit of an overview and update. For full details on individual budget units please refer to the FY 2025-26 Final Budget packet which may be found at:

https://stories.opengov.com/colusacountyca/3d436661-8725-48ee-8de2-d08ed323b471/published/a0l_WGEH7

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 2025-26 Recommended Budget on June 17, 2025

Fiscal Impact/Funding Source
The Final Budget as proposed is $158,785,805

Action for the Clerk
None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**September 23, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Adopt Resolution adopting the Fiscal Year 2025-26 Final Budget for Countywide Operating Funds and Special Revenue Funds.**

Adopt Resolution adopting the Fiscal Year 2025-26 Final Budget for Countywide Operating Funds and Special Revenue Funds.

Detailed Description/Background of request

Please refer to the Fiscal Year 2025-26 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 17, 2025.

Fiscal Impact/Funding Source

Appropriation of $158,785,805

Action for the Clerk

Obtain signatures

ATTACHMENTS:

- 1- Operating and Special Revenue Resolution (DOCX)
- 1A - Schedule 1 (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 2025-26 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 23, 2025 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 23, 2025; 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 2025-26 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2025-2026 Final Budget ("Schedule 1").

BE IT FURTHER RESOLVED, that the positions listed on the attached Exhibit P are hereby added to or deleted from the Allocation of Positions listing for the departments referenced herein.

BE IT FURTHER RESOLVED, that the fixed asset purchases identified on the attached Exhibit F are hereby approved for purchase pursuant to County Policy 401 – Purchasing and Procurement Policy and Chapter 17 of the Colusa County Code.

RESOLUTION PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:

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

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

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 1- Operating and Special Revenue Resolution [Revision 1] (10794 : FY 25-26 Final Budget Countywide & Special Revenue)

State Controller Schedules
County Budget Act
January 2010

COUNTY OF COLUSA

ALL FUNDS SUMMARY
FISCAL YEAR 2025-26

SCHEDULE 1

Estimated
Fund Balance

FUND NAME (1)	TOTAL FINANCING SOURCES				TOTAL FINANCING USES		
	FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2025 (2)	DECREASES TO RESERVES/ DESIGNATIONS (3)	ADDITIONAL FINANCING SOURCES (4)	TOTAL FINANCING SOURCES (5)	FINANCING USES (6)	INCREASES TO RESERVES/ DESIGNATIONS (7)	TOTAL FINANCING USES (8)
GOVERNMENTAL FUNDS							
GENERAL FUND	6,929,481	-	34,681,699	41,611,180	41,611,180	-	41,611,180
SPECIAL REVENUE FUNDS	27,384	92,824,821	81,477,035	174,329,240	92,669,621	81,659,619	174,329,240
CAPITAL PROJECTS FUNDS	-	18,974,416	13,658,718	32,633,134	18,974,416	13,658,718	32,633,134
DEBT SERVICE FUND	-	-	-	-	-	-	-
TOTAL GOVERNMENTAL FUNDS	6,956,865	111,799,237	129,817,452	248,573,554	153,255,217	95,318,337	248,573,554
OTHER FUNDS							
INTERNAL SERVICE FUNDS	2,676,401	-	2,101,880	4,778,281	1,100,000	3,678,281	4,778,281
ENTERPRISE FUNDS	-	-	3,863,912	3,863,912	3,730,659	133,253	3,863,912
SPECIAL DISTRICTS (Under Board of Supervisors)	1,983	-	221,979	223,962	450,670	(226,708)	223,962
PUBLIC AUTHORITY (Under Board of Supervisors)	-	-	254,740	254,740	254,740	-	254,740
TOTAL OTHER FUNDS	2,678,384	-	6,442,511	9,120,895	5,536,069	3,584,826	9,120,895
TOTAL ALL FUNDS	9,635,249	111,799,237	**136,259,963**	257,694,449	**158,791,286**	98,903,163	257,694,449

Attachment: 1A - Schedule 1 (10794 : FY 25-26 Final Budget Countywide & Special Revenue)

EXHIBIT F

FIXED ASSETS			
Department	**Classification**	**Fund**	**Amount**
Information Technology	57099 – Network equipment	001	9,600
Board of Supervisors	57099 – Surface Pro computers	001	8,800
Homeland Security	57099 – Gas monitors/detectors	001	2,050
Homeland Security	57099 – Hazmat equipment	001	6,150
Homeland Security	57099 – Toughbook laptop	001	5,750
District Attorney	57099 – Aruba Network switches	001	4,350
Communications	57199 – 911 CPE Basic turnkey stand-alone system	001	42,121
Sheriff	57099 – Gym equipment	001	2,252
Sheriff	57099 – Dive gear – 6 setups	001	25,474
Sheriff	57099 – Aruba Network switches	001	9,600
Task Force	57099 – DGI Mini drone	001	2,138
Task Force	57099 – Tactical single shot launcher	001	1,816
Task Force	57099 – Invisio tactical communication systems	001	16,986
Jail	57099 – Tablets/work stations for inmates	001	250,000
Jail	57099 – IT requests for PATH projects	001	6,609
Jail	57199 – Wiring upgrades for PATH projects	001	13,391
Probation	57099 – Aruba network switches	001	6,100
Ag Commissioner	57099 – iPad replacement	001	900
Water Management	57099 - Tablet	001	1,000
Water Management	57099 - Aruba network switches	001	785
Clerk & Recorder	57199 – Hanging map cabinets	001	40,000
Planning & Building	57099 - Aruba Network switches	001	1,570
Health	57099 - Desk chairs	005	4,800
Health	57099 - IT equipment (PC's, monitors, printers, etc.)	005	15,000
Health	57199 - Electronic health record system	005	40,000
Environmental Health	57099 - Aruba network switches	005	1,570
Child Welfare	57099 - Aruba Network Equipment	005	10,550
Child Welfare	57099 – Laptops	005	8,000
Child Welfare	57099 - IT equipment (PC's, monitors, printers, etc.)	005	5,000
Child Welfare	57099 - Badge Card readers	005	9,000
Child Welfare	57099 - Camera System upgrade	005	30,000
Child Welfare	57099 - CalSAWS scanners	005	4,200
Child Welfare	57099 - IT equipment (PC's, monitors, printers, etc.)	005	25,000
Child Welfare	57099 - Computers for CARES program	005	25,000
Child Welfare	57099 - Misc. IT equipment (laptops, printers, etc.)	005	25,000
Road Dept.	57099 – Aruba network switches	007	6,525
Road Dept.	57099 – Battery back-ups for servers	007	7,000
Road Dept.	57099 – Computer – MS Surface Pro	007	3,100

Attachment: 1B- EXHIBIT F Fixed Assets (10794 : FY 25-26 Final Budget Countywide & Special Revenue)

EXHIBIT F

Road Dept.	57099 – Firewalls	007	4,800
Road Dept.	57099 – Computers - 4 i-Pads	007	8,000
Road Dept.	57099 – Printer for GIS Building	007	1,500
Road Dept.	57099 – Terastation (NAS) Office	007	3,500
Road Dept.	57099 – Terastation (NAS) Williams	007	3,500
Road Dept.	57099 – Walk behind concrete saw	007	4,000
Road Dept.	57099 – Manual compactor	007	4,000
Road Dept.	57199 - 2- Computer Systems -GIS Coord. & Engineer Tech	007	16,000
Road Dept.	57199 – Tape drive & cartridges	007	8,000
Road Dept.	57199 – Water Truck	007	249,000
Road Dept.	57199 – Backhoe	007	127,000
Road Dept.	57199 – Dump Truck	007	209,000
Road Dept.	57199 – TOPCON Hiper VR base & Rover UHF	007	50,000
Road Dept.	57199 – Boom mower	007	275,000
Road Dept.	57199 – Plotter/Large format copier	007	8,000
Air Pollution	57099 – Laptop computer	011	2,000
Sheriff – SLESF	57099 - Laptops - command trailer & conference room	141	9,000
Sheriff – SLESF	57199 - Mobile Data Terminals (2)	141	11,000
Sheriff – SLESF	57199 - Squad room remodel	141	30,000
Jail – SLESF	57099 – Portable radios	142	2,382
MHSA – Capital Facilities	57099 - Precision West Technology - wiring	279	4,000
MHSA – Capital Facilities	57099 - Computers - Desktops	279	8,000
MHSA – Capital Facilities	57099 - Aruba Network Equipment	279	7,800
MHSA – Capital Facilities	57099 - Eight (8) docking stations	279	1,200
MHSA – Capital Facilities	57099 - 9 Desktop Monitors	279	1,500
MHSA – Capital Facilities	57099 - Printers	279	2,000
MHSA – Capital Facilities	57099 - Bench for Safe Haven	279	3,000
MHSA – Capital Facilities	57099 - Laptops	279	12,000
MHSA – Capital Facilities	57199 - Camera System	279	25,000
Transitional Housing	57099 – Appliances	301	3,500
Rural Law Enforcement	57199 – 4 Vehicles & build-ups	312	400,000

Attachment: 1B- EXHIBIT F Fixed Assets (10794 : FY 25-26 Final Budget Countywide & Special Revenue)

EXHIBIT P

CLASSIFICATIONS TO BE ADDED/DELETED
TO THE ALLOCATION OF POSITIONS LISTING

Department	Classification	Add/Delete	FTE	Effective
Information Technology	IT Specialist	Delete	1.0	7/1/25
Purchasing & Procurement	Purchasing Coordinator	Delete	1.0	7/1/25
County Admin Office	Deputy Board Clerk I	Delete	1.0	7/1/25
Auditor-Controller	Accountant Auditor I/II	Delete	1.0	10/1/25
Auditor-Controller	Accountant Auditor III	Add	1.0	10/1/25
Auditor-Controller	Accounting Technician	Delete	1.0	7/1/25
Auditor-Controller	Payroll Specialist	Delete	1.0	10/1/25
Auditor-Controller	Senior Payroll Specialist	Add	1.0	10/1/25
Clerk-Recorder/Elections	Deputy Clerk-Recorder Registrar II	Delete	1.0	7/1/25
Treasurer-Tax Collector	Assistant Treasurer-Tax Collector	Delete	0.9696	7/1/25
Public Administration	Assistant Treasurer-Tax Collector	Delete	.0304	7/1/25
Treasurer-Tax Collector	Account Clerk I PT	Delete	.53	10/1/25
Treasurer-Tax Collector	Account Clerk I FTE	Add	1.0	10/1/25
Assessor	Assistant Assessor	Delete	1.0	7/1/25
Assessor	Assessment Technician I	Delete	1.0	7/1/25
County Counsel	Legal Specialist	Delete	1.0	1/1/26
B&G – Maintenance	Maintenance Worker I	Delete	1.0	7/1/25
District Attorney	Deputy District Attorney I	Delete	1.0	7/1/25
Victim Witness	Victim Witness Advocate I LT	Delete	1.0	7/1/25
Ag Commissioner	Accounting Technician	Delete	.75	7/1/25
Air Pollution	Accounting Technician	Delete	.25	7/1/25
Planning & Building	Assistant Planner	Delete	1.0	7/1/25
Planning & Building	Account Clerk III	Add	1.0	10/1/25
Library	Library Assistant I	Delete	2.0	7/1/25
Library	Library Assistant PT	Delete	.426	7/1/25
Library	Library Assistant PT	Delete	.40	7/1/25
Library	Library Assistant PT	Delete	.40	10/1/25
Probation	Account Clerk II	Delete	1.0	7/1/25
Behavioral Health Admin	Electronic Health Record Coordinators	Delete	2.0	7/1/25
Behavioral Health Admin	Staff Services Analyst II	Add	1.0	10/1/25
Mental Health	Clinical Program Manager I	Delete	2.0	7/1/25
Mental Health	Clinical Program Manager I/II	Add	2.0	10/1/25
Mental Health	Office Assistant I/II	Delete	4.0	7/1/25
Mental Health	Medical Clerk I/II	Add	4.0	10/1/25
Mental Health	Medical Billing Specialist	Delete	1.0	7/1/25
Child Welfare	Eligibility Specialist I	Add	5.0	7/1/25
Public Works	Assistant engineer/Assoc engineer	Delete	1.0	7/1/25
Public Works	Engineer Technician/Trainee	Delete	1.0	7/1/25
Public Works	Public Works Supervisor	Delete	1.0	7/1/25
Public Works	Time, Material & Safety Assistant	Delete	1.0	7/1/25

Attachment: 1C- EXHIBIT P Personnel (10794 : FY 25-26 Final Budget Countywide & Special Revenue)

LABOR DISTRIBUTION CHANGES TO BE MADE TO THE ALLOCATION OF POSITIONS LISTING				
From	**To**	**Classification**	**FTE**	**Effective**
833 – Senior Nutrition	712 – Public Health	Public Health Assistant	1.0	7/1/25
535 – Probation	150 – AB109	Work Crew Supervisor	1.0	7/1/25
535 – Probation	303 – Secure Track	Dep. Probation Officer	.10	7/1/25
535 – Probation	155 – SB10-Pre-Trial	Dep. Probation Officer	.15	7/1/25
155 – SB10-Pre-Trial	535 – Probation 153 – Comm. Correctns	Legal Specialist	.15 .25	7/1/25 7/1/25

Attachment: 1C- EXHIBIT P Personnel (10794 : FY 25-26 Final Budget Countywide & Special Revenue)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**September 23, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for Enterprise Funds and Special Districts.**

Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for Enterprise Funds and Special Districts.

Detailed Description/Background of request
Please refer to the Fiscal Year 2025-26 Final Budget packet for further details.

Prior Board Action
Approved Recommended Budget on June 17, 2025.

Fiscal Impact/Funding Source
Appropriation of $4,087,874

Action for the Clerk
Obtain signatures, Number Resolution, scann into Laserfiche,

ATTACHMENTS:
- 2- Enterprise and Special Districts Resolution (DOCX)
- 2A - Exhibit A (PDF)

RESOLUTION NO.

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING THE FISCAL YEAR 2025-26 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 23, 2025 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 23, 2025; and

WHEREAS, Section 29089 of the California Government Code outlines the specific elements that shall be contained in this resolution and those elements are addressed and attached hereto as "Exhibit A" and incorporated by reference, comprising the Fiscal Year 2025-26 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2025-2026 Final Budget ("Exhibit A").

RESOLUTION PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:

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

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

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 2- Enterprise and Special Districts Resolution [Revision 2] (10795 : FY 25-26 Final Budget Enterprise Funds & Special Districts)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2025-26

EXHIBI

FUND NO.	COUNTYWIDE FUNDS	AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2025	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)
DISTRICTS UNDER BOARD OF SUPERVISORS:								
110	ALMOND PARADISE STREET LIGHTING	947	-	3,986	4,933	4,933		4,
111	THOMPSON STREET LIGHTING	164	-	1,378	1,542	1,542		1,
115	WHISPER CREEK (CROSS CREEK) ST LIT/MNT	872	-	3,120	3,992	3,412	580	3,
179	COLUSA COUNTY SERVICE AREA #2	-	-	7,950	7,950	155,691	(147,741)	7,
182	SERVICE AREA #1 - CENTURY RANCH	-	-	37,961	37,961	129,892	(91,931)	37,
101	FLOOD CONTROL & WATER CONSERVATION DISTRICT	-	-	167,584	167,584	155,000	12,584	167,
	TOTAL DISTRICTS UNDER BOARD OF SUPERVISORS	1,983	-	221,979	223,962	450,470	(226,508)	223,
ENTERPRISE FUNDS:								
040	SOLID WASTE ENTERPRISE	-	-	3,145,702	3,145,702	3,142,166	3,536	3,145,
041	AIRPORT ENTERPRISE	-	-	307,876	307,876	284,046	23,830	307,
043	STONYFORD LANDFILL CLOSURE	-	-	104,481	104,481	-	104,481	104,
044	EVANS LANDFILL CLOSURE	-	-	924	924	-	924	
045	DEVELOPMENT FEE - SOLID WASTE FACILITY	-	-	482	482	-	482	
046	EAST PARK RESERVOIR	-	-	304,447	304,447	304,447	-	304,
	TOTAL ENTERPRISE FUNDS	-	-	3,863,912	3,863,912	3,730,659	133,253	3,863,
GRAND TOTAL ALL FUNDS		**1,983**	**-**	**4,085,891**	**4,087,874**	**4,181,129**	**(93,255)**	**4,087,**

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 approve by the Board of Supervisors.

Attachment: 2A - Exhibit A (10795 : FY 25-26 Final Budget Enterprise Funds & Special Districts)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**September 23, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD: Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Air Pollution Control District.**

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD:
Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Air Pollution Control District.

Detailed Description/Background of request
Please refer to the Fiscal Year 2025-26 Final Budget packet for further details.

Prior Board Action
Approved Recommended Budget on June 17, 2025

Fiscal Impact/Funding Source
Appropriation of $1,773,197

Action for the Clerk
Obtain signatures, Number Resolution, scann into LaserFiche.

ATTACHMENTS:

- 4- Air Pollution Control Resolution (DOCX)
- 4A - Exhibit C (PDF)

RESOLUTION NO.

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT ADOPTING THE FISCAL YEAR 2025-26 FINAL BUDGET FOR THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

WHEREAS, California Government Code section 29080 et seq. outlines the necessary steps for adoption of a county budget, including but not limited to: obtaining a balanced budget, supplying ample notice to the public of the availability of the budget documents and comment period, and conducting public hearings on the recommended budget; and

WHEREAS, the County has a balanced budget of which a notice was published in the Pioneer Review notifying the public of the availability of the budget document; and

WHEREAS, on Tuesday, September 23, 2025 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 23, 2025; 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 2025-26 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2025-2026 Final Budget ("Exhibit C").

RESOLUTION PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:

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

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

_____
Patricia Rodriguez, Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 4- Air Pollution Control Resolution [Revision 1] (10796 : FY 25-26 Final Budget Air Pollution Control District)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2025-26

EXHIBIT C

DEPT./ FUND NO.	COUNTYWIDE FUNDS (1)	AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2025 (2)	CANCELLATION OF PRIOR YEAR RESERVES (3)	ESTIMATED ADDITIONAL FINANCING SOURCES (4)	TOTAL AVAILABLE FINANCING (5)	ESTIMATED FINANCING USES (6)	PROVISION FOR RESERVES AND/OR DESIGNATIONS (NEW OR INCR.) (7)	TOTAL FINANCING REQUIREMENTS (8)
AIR POLLUTION CONTROL BOARD:								
011 - 715	AIR POLLUTION CONTROL	-	66,612	651,985	718,597	718,597	-	718,597
159 - 159	CARL MOYER GRANT	-	-	530,000	530,000	530,000	-	530,000
160 - 160	VEHICLE FEES (AB923)	-	-	60,000	60,000	29,000	31,000	60,000
162 - 162	WOOD STOVE MOU CAPCOA	-	56,990	10	57,000	57,000	-	57,000
163 - 163	FARMER GRANT	-	13,000	100	13,100	13,100	-	13,100
309 - 309	DEVELOPMENT IMPACT FEES - AIR POLLUTION	-	400	1,600	2,000	2,000	-	2,000
313 - 313	CARL MOYER GRANT STATE RESERVES	-	174,000	218,500	392,500	392,500	-	392,500
GRAND TOTAL AIR POLLUTION CONTROL		**-**	**311,002**	**1,462,195**	**1,773,197**	**1,742,197**	**31,000**	**1,773,197**

NOTE: Exhibit C includes the ***detailed*** totals for Air Pollution Control.

The "Resolution of the Colusa County Board of Supervisors Adopting the Fiscal Year Final Budget for Countywide Operating Funds and Special Revenues" includes Schedule 1 as an Exhibit, which is a summary of ***all*** Budgets approved by the Board of Supervisors.

The totals from Exhibit C are ***summarized*** and included on Schedule 1 in the "Special Revenue Funds" section. Exhibit C ***does not increase the total budget*** amounts approved by the Board of Supervisors.

Attachment: 4A - Exhibit C (10796 : FY 25-26 Final Budget Air Pollution Control District)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**September 23, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County In-Home Supportive Services Public Authority.**

SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY:
Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

Detailed Description/Background of request
Please refer to the Fiscal Year 2025-26 Final Budget packet for further details.

Prior Board Action
Approved Recommended Budget on June 17, 2025.

Fiscal Impact/Funding Source
Appropriation of $254,740

Action for the Clerk

Obtain signatures, number resolution and scann into LaserFiche

ATTACHMENTS:

- 5- IHSS Resolution (DOCX)
- 5A - Exhibit D (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 2025-26 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 23, 2025 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 23, 2025; 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 2025-26 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2025-2026 Final Budget ("Exhibit D").

RESOLUTION PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:

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

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

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 5- IHSS Resolution [Revision 1] (10797 : FY 25-26 Final Budget In-Home Supportive Services PA)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2025-26

EXHIBI

FUND NO.	COUNTYWIDE FUNDS	AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2025	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)
PUBLIC AUTHORITY:								
800-000	IHSS PUBLIC AUTHORITY	-	-	254,740	254,740	254,740		254,
GRAND TOTAL PUBLIC AUTHORITY		**-**	**-**	**254,740**	**254,740**	**254,740**	**-**	**254,**

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 (10797 : FY 25-26 Final Budget In-Home Supportive Services PA)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: September 23, 2025

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: SITTING AS THE COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD: Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

SITTING AS THE COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD:
Adopt Resolution Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

Detailed Description/Background of request
Please refer to the Fiscal Year 2025-26 Final Budget packet for further details.

Prior Board Action
Approved Recommended Budget on June 17, 2025.

Fiscal Impact/Funding Source
Appropriation of $167,584

Action for the Clerk
Obtain signatures, number Resolution, scan into laserfiche

ATTACHMENTS:

- 3- Flood Control Resolution (DOCX)
- 3A - Exhibit B (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 2025-26 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 23, 2025 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 23, 2025; 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 2025-26 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2025-2026 Final Budget ("Exhibit B").

RESOLUTION PASSED AND ADOPTED this 23rd day of September, 2025 by the following vote:

AYES:

NOES:

ABSENT:

SIGNATURES ON NEXT PAGE

Attachment: 3- Flood Control Resolution [Revision 1] (10793 : FY25-26 Final Budget Flood Control and Water Conservation)

_____
Daurice K. Smith, Chair

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

APPROVED AS TO FORM:

_____
Patricia Rodriguez, Clerk

_____
Richard Stout, County Counsel

Attachment: 3- Flood Control Resolution [Revision 1] (10793 : FY25-26 Final Budget Flood Control and Water Conservation)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2025-26

EXHIBIT

FUND NO.	COUNTYWIDE FUNDS	AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2025	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)
FLOOD CONTROL AND WATER CONSERVATION DISTRICT:								
101-101	FLOOD CONTROL & WATER CONSERVATION DISTRICT	-	-	167,584	167,584	155,000	12,584	167,5
		-	-	-	-	-	-	-
GRAND TOTAL FLOOD CONTROL AND WATER CONSERVATION DISTRICT		**-**	**-**	**167,584**	**167,584**	**155,000**	**12,584**	**167,5**

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*** amoun approved by the Board of Supervisors.

Attachment: 3A - Exhibit B (10793 : FY25-26 Final Budget Flood Control and Water Conservation)