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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Tiffany Jorgensen, Deputy Clerk
(530) 458-0508/0509/0735
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

September 17, 2024

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of September 3, 2024 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 20.

1. BOARD OF SUPERVISORS
Approve the September 3, 2024 Board of Supervisors Regular Meeting Minutes.

2. ADMINISTRATION
Authorize Board Clerk to assign a County Contract Number to the **State of California Department of Water Resources** agreement number 4600016055 for the County of Colusa Drought Resiliency and Planning Project.

3. AG COMMISSIONER
Approve agreement (No. 23-0529-005-SF) with **California Department of Food and Agriculture,** Pierce's Disease Control Program (PDCP) for Glassy-Winged Sharpshooter (GWSS), effective July 1, 2024.

4. AUDITOR
Adopt a Resolution fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2024-25.

5. HEALTH AND HUMAN SERVICES
Re-approve C24-063 2nd Amendment (21-5065 A1) with the **California Department of Social Services (CDSS)** for adoption services on behalf of Colusa County.

6. HEALTH AND HUMAN SERVICES
Approve Amendment No. 4 and Amendment No. 5 to Subcontract (Agreement No. 21-007) with **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2021, and authorize County Administrative Officer to sign.

7. PUBLIC WORKS/ROAD DEPARTMENT/SOLID WASTE
Adopt a Resolution authorizing the submittal of application(s) for CalRecycle Household Hazardous Waste grants which Colusa County is eligible for.

8. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROAD
Approve 3rd Modification with **Ramos Oil Company, dba Ramos Environmental Services,** for environmental waste disposal services, effective October 1, 2024.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Adopt specifications and working details for Request for Bids (RFB) for procurement and installation of door access controls at Behavioral Health located at 162 E. Carson St., Colusa and authorize the Clerk to post notice of same.

10. PURCHASING AND PROCUREMENT/MAINTENANCE
Adopt specifications and working details for the Request for Bids (RFB) for the Historic Courthouse window repair located at 547 Market St., Colusa, Ca and authorize the Clerk to post notice of same.

11. PURCHASING AND PROCUREMENT/DHHS
Ratify 1st Modification with **Precision West Telecommunications, dba Precision West Technologies**, Inc to extend the term of the contract.

12. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Ratify Modification No. 2, (CCDTF1) with **Clark & Sullivan Construction and Broward Buildings, Inc., a Joint Venture,** for the Colusa County Sheriff's Office jail project to update the project schedule.

13. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Pursuant to Policy 401, Section 4.2.3, ratify emergency Purchase Order 10107192024 with Sutter Buttes Communications in the amount of $22,893.45 for the purchase of an amplified paging system for the Colusa County Sheriff's Office.

14. PURCHASING AND PROCUREMENT/PROBATION
Approve Contract with **Colusa County Office of Education** to compensate the Probation Department for time and expenses to participate in the School Attendance Review Board, effective August 1, 2024.

15. PURCHASING AND PROCUREMENT/DHHS
Ratify 2nd Modification to upgrade all sinks and the 3rd Modification to replace pocket wall and sliding door with a bulkhead wall with swing door to close off the cab area with **Matthews Specialty Vehicles** for the MSV Series 4000WB-38 Mobile Clinic.

16. PURCHASING AND PROCUREMENT/PURCHASING
Ratify the following purchase orders for Board approved fixed asset purchases with the FY 24-25 recommended budget: purchase order number 10107292024A in the amount of $17,005.55 for portable radios for Colusa County Office of Emergency Services, purchase order number 10107152024 in the amount of $231,930.16 for four vehicles for Colusa County Sheriff Office and purchase order 53507222024 in the amount of $48,581.81 for the purchase of one vehicle for the Probation Department.

17. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 5th Modification with **Sierra Mental Wellness Group** for updated contract language to allow Contractor to utilize county vehicles for mobile crisis services, effective September 17, 2024.

18. PURCHASING AND PROCUREMENT/MAINTENANCE
Approve contract with **Mesa Energy Systems, dba EMCOR Services Mesa Energy,** for HVAC and equipment maintenance, effective October 1, 2024.

19. PURCHASING AND PROCUREMENT/DHSS
Re-approve Contract No. **C24-155 (No. 24-5014) with California Department of Social Services** for services associated with the Resource Family Approval program for complaint investigations, effective July 1, 2024.

20. TREASURER
Accept August 2024 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

1. Amend the September 3, 2024, approval of the .8 FTE (Full-Time Equivalent) allocation for the classification of Library Assistant I MSC09 ($2,588-4,253) and Position Allocation Schedule for the Library as follows: Change a .50 FTE to an .80 FTE allocation, delete two permanent part-

time allocations (.4267 and .5067 FTE), change a .40 FTE allocation to 0.2666 FTE, effective September 1, 2024.

2. Approve salary range adjustments for the classifications of Fiscal Administrative Officer ("FAO") effective September 1, 2024 as follows: Fiscal Admin Officer (40 Hours) from MGT51 ($5,875 - $9,648) to MGT21 ($6,239 - $10,237) and Fiscal Admin Officer (37.5 Hours) from MGT16 ($5,510 - $9,045) to MGT18 ($5,790 - $9,504).

3. Adopt the job description and salary for the NEW classification of Peer Support Supervisor at salary range MSC19 ($3,316-$5,450 per mo.), and allocate the classification to the Miscellaneous Unit. Further, amend the Behavioral Health Department's Position Allocation Schedule (Budget Number 713) by adding a Peer Support Supervisor allocation and deleting a vacant Consumer/Family Member Services Liaison allocation, effective September 1, 2024.

4. Adopt revised Job Class Table reflecting salary range adjustments for the Air Pollution Standards Officer series and Fiscal Administrative Officer classifications, and the addition of new classification of Peer Support Supervisor, effective September 1, 2024.

IV. HEALTH AND HUMAN SERVICES

1. Presentation by Lauren Wong, Executive Director, Tri Counties Community Action Partnership (TCCAP) regarding the Community Health Assessment (CHA) and the development of a Community Health Improvement Plan (CHIP).

V. COMMUNITY DEVELOPMENT DEPARTMENT

1. Second reading, by title only, and adoption of an Ordinance establishing the process to determine the refund amount of Building Permit fees.

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
950036473	BUILDING & GROUNDS	EMCOR SERVICES	$710.00
950036684	BUILDING & GROUNDS	EMCOR SERVICES	$832.40
9021809670	HEALTH & HUMAN SERVICES	WILLIAMS SCOTSMAN INC	$6,497.48

2. Approve FY 23/24 Revenue and Appropriations Inter-Budget adjustment IB-031-IB-032. **(4/5 vote required)**

3. Approve FY 23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24200. **(4/5th vote required)**

VII. SUPERVISORS' REPORTS OR COMMENTS

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

IX. CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION
   California Government Code section 54957(b). Title: CAO.

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 17, 2024**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Approve the September 3, 2024 Board of Supervisors Regular Meeting Minutes**

Approve the September 3, 2024 Board of Supervisors Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on September 3, 2024, the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 09-03-24 Minutes (PDF)

Board of Supervisors
J. Merced Corona, District I
Daurice K. Smith, District II
Vice-Chair
Kent S. Boes, District III,
Gary J. Evans, District IV
Chair
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COLUSA COUNTY
BOARD OF SUPERVISORS
Minutes
September 3, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 3rd day of September 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Hessong with New California State addresses the Board regarding elections fraud. **(Handouts on file in the Clerk's Office)**

Ms. Scheeler addresses the Board regarding elections fraud and requests public records. **(Handouts on file in Clerk's Office)**

REPORT OUT OF AUGUST 20, 2024 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code Section 54956.9. (d)(4): One matter. Counsel states direction given to staff with no reportable action.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Raymond Randle vs. County of Colusa United States District Court for the Eastern District of California Case No: 2:23-CV-01990-TLN-DB. Counsel states direction given to staff with no reportable action.

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – California Government Code section 54956.8. Property: 199 E Webster St., Colusa, CA. Property owner: County of Colusa. Proposed Purchaser: Colusa Medical Center. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

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

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1), *Rominger v. Colusa County, et al.* In the Colusa County Superior Court, Case No. CV23899.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

3. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: CAO.

I. STAFF REPORTS

Ms. West gives the Board an update regarding asbestos found in the flooring in the Health and Human Services Building. She states the abatement can begin on September 11, then the painting and floor replacement will take place which will take two to three months. She informs the Board the Health and Human Services employees have been relocated to the Colusa Library until the project is completed.

Ms. Tyler informs the Board the Ad-Hoc Budget Committee has determined the need to postpone budget hearings until October 1st. She thanks the Fun Committee for the work put in for the employee carnival and commends them for the successful outcome of the event.

II. PROCLAMATIONS

BEHAVIORAL HEALTH

1. Adopt a Proclamation declaring September 8-14, 2024 as Suicide Prevention Week.

Comments received by Ms. Armstrong and Ms. Martinez. **(Handouts on file in Clerk's Office)**

Chair Evans reads the Proclamation into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING SEPTEMBER 8-14, 2024 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, and all racial and ethnic backgrounds, and is the 11th leading cause of death in the United States; and

WHEREAS, in 2021, 48,000 Americans died by suicide, 1.7 million people attempted suicide, and over 12.3 million adults seriously considered suicide; and

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

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 8 - 14, 2024 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."

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

Chair Evans states he will continue Proclamations after the scheduled Public Hearing.

9:42 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Evans 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.

9:43 a.m. Chair Evans opens the Public Hearing and calls for public comment. Hearing none, Chair Evans closes the Public Hearing.

AUDITOR

1. Adopt **Resolution No. 24-30** 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.

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

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

Chair Evans states he will now continue with Proclamations.

PROCLAMATIONS
MINISTERIAL ASSOCIATION

2. Adopt a Proclamation declaring September 2024 as Hunger Action Month.

Comments received by Pastor McMullan.

Chair Evans reads the Proclamation into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING SEPTEMBER 2024 AS 'HUNGER ACTION MONTH'

WHEREAS, Colusa County individuals and families who experience food insecurities must make difficult choices of whether to buy healthy food or pay for housing, utilities, transportation or medical care; and

WHEREAS, Colusa County is committed to raising awareness of hunger needs and commends the ongoing efforts of the North Valley Community Food Bank, and the numerous Food Pantries throughout the County who are dedicated to providing no cost nutritious food to families in need; and

WHEREAS, Colusa County encourages its citizens and businesses to support these organizations as they rely on financial and food donations from our community; and

WHEREAS, food banks and food closets across the country will host events and activities throughout the month of September to bring awareness and attention to the issue of hunger and encourage the involvement of our community to help solve hunger; and

WHEREAS, Feeding America has designated the month of September 2024 as "Hunger Action Month" to bring continued awareness that hunger and poverty are issues of serious concern in the United States, the State of California, and in Colusa County.

NOW, THEREFORE, BE IT PROCLAIMED, The Colusa County Board of Supervisors hereby recognizes the month of September 2024 as "HUNGER ACTION MONTH" and encourages all of our citizens and businesses to support the efforts of local food agencies to reduce hunger in our area."

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

CONSENT AGENDA

Approve Consent Item No.'s 1 through 11.

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

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

Chair Evans so directs.

Approve Consent Item No.'s 2 through 11.

2. AG COMMISSIONER
Approve **Contract No. C24-158** Cooperative Agreement (No. 24-0410-000-SA) with the **California Department of Food and Agriculture (CDFA),** for the Industrial Hemp Cultivation Program, effective July 1, 2024.

3. APPOINTMENT/AIRPORT ADVISORY COMMITTEE
Reappoint Gene Muir and David Myers to the Colusa County Airport Advisory Committee, effective September 1, 2024 through August 31, 2028. **(Applications received: Gene Muir and David Myers)**

4. BOARD OF SUPERVISORS
Ratify **Contract No. C24-159** with **Axon Evidence** to provide unlimited storage for the District Attorney's Office digital evidence signed by the Purchasing Agent.

5. COUNTY ADMINISTRATIVE OFFICE/PURCHASING & PROCUREMENT
Approve **Contract No. C24-160** 13th Modification with **California Forensic Medical Group (CFMG)** for Inmate Medical Services, adding staffing, extending term, and increasing cost, effective July 1, 2024.

6. PUBLIC WORKS/ROAD DEPARTMENT
Approve Notice of Completion for road reconstruction on County Line Road from 2047 Canal to Browning Road, and authorize the Director of Public Works to sign and record same.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve **Contract No. C24-161** 3rd Modification with **Casa Serenity, Inc.** for long-term supportive treatment, effective July 1, 2024.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve **Contract No. C24-162** 2nd Modification with **Restpadd, Inc.** for hospital-based psychiatric inpatient services, effective July 1, 2024.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve **Contract No. C24-163** 1st Amendment with the **California Mental Health Services Authority** for an employee incentive program for new Therapists and Licensed Psychiatric Technicians with Colusa County.

10. PURCHASING AND PROCUREMENT/CLERK-RECORDER
Approve specifications and working details for the Request for Bids (RFB) for the update to the alarm system within the Clerk-Recorder's Office located at 546 Jay Street, Suite 200, and security cameras in the Historic Courthouse located at 547 Market St., Colusa, CA and authorize publication of same.

11. PURCHASING AND PROCUREMENT/CLERK-RECORDER
Approve specifications and working details for the Request for Bid (RFB) for an automatic door to the Hall of Records located at 546 Jay Street, Colusa, CA and authorize publication of same.

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

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

Chair Evans makes time for Consent Item No. 1.

1. BOARD OF SUPERVISORS

Approve the August 20, 2024 Board of Supervisors Regular Meeting Minutes as corrected.

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

IV. HUMAN RESOURCES

1. Approve addition of a .8 FTE (full-time equivalent) allocation for the classification of Library Assistant I MSC09 ($2,588-4,253), and delete two permanent part-time allocations (.42667 and .5067 FTE), effective September 1, 2024, and amend the position allocation schedule for same.

Comments received by Ms. Rhodes.

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

V. PURCHASING AND PROCUREMENT /SHERIFF'S OFFICE

1. Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve **Contract No. C24-164** with **Corner Office** in the amount of $20,961.31 for dispatch console repairs for the Sheriff's Office due to the specialty of the product and limited number of vendors.

Comments received by Ms. West and Lieutenant Cooper.

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

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice#	Fund/Dept.	Vendor	Amount
5387	Behavioral Health	About Time Recovery Inc.	$1,240.00
5430	Behavioral Health	About Time Recovery Inc.	$360.00
950036333	Bldg & Grnds	Emcor Services	$710.00

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

2555	Brd. Of Supervisors	Paris Kincaid WasieWski	$5,137.50
9021569869	Hlth & Human Svcs.	Williams Scotsman Inc.	$6,417.73

Comments received by Ms. Tyler.

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

Chair Evans declares a recess at 9:54 a.m. and states they are now sitting as the Colusa County Public Authority Board with all Directors present.

VII. PURCHASING AND PROCUREMENT/DHHS

1. **Sitting as the Colusa County Public Authority Board**

Approve **Contract No. C24-165** 4th Modification with **Refined Technologies, Inc.** for software for data collection and reporting on the In-Home Supportive Services consumers and independent providers, effective July 1, 2024.

Comments received by Ms. Tyler and Ms. Kelly.

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

Chair Evans adjourns the Colusa County Public Authority Board at 9:55 a.m. and states they are now sitting as the Colusa County Air Pollution Control District Hearing Board with all Directors present.

BOARD OF SUPERVISORS/AIR POLLUTION CONTROL DISTRICT HEARING BOARD

2. **Sitting as the Colusa County Air Pollution Control District Hearing Board**

Reappoint Chris Torres to the Air Pollution Control District Hearing Board effective September 10, 2024 to September 9, 2027 and appoint Jacob Kley effective September 3, 2024 to September 2, 2027. **(Applications received: Chris Torres and Jacob Kley)**

Comments received by Ms. Tyler.

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

Chair Evans adjourns the Colusa County Air Pollution Control District Hearing Board at 9:57 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VIII. SUPERVISORS' REPORTS OR COMMENTS

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

Supervisor Bell

Meetings and functions attended:

- City Council Meeting
- Fun Committee Employee Carnival
- Local Continuum of Care
- Janus Solar Ad-Hoc
- Carl's Jr. Ribbon Cutting
- Colusa Groundwater Authority
- Colusa Fair Board Meeting
- Meeting with Supervisor elect Randy Wilson
- Meeting with Westervelt Ecological Services regarding mitigation projects
- Red Cross Reopening
- Correspondence with constituents
- Farmer's Market/Concert in the Park
- State Duck Calling Championship

Supervisor Corona

Meetings and functions attended:

- Pierce Football Booster Fundraiser
- Dos Rios Continuum of Care Meeting
- Fun Committee Employee Carnival
- Colusa County Resource and Conservation District Meeting
- Correspondence with constituents

Supervisor Smith

Meetings and functions attended:

- Transportation and Transit Meeting
- Budget Ad-Hoc Meeting
- Fun Committee Employee Carnival
- Meeting with Arbuckle Fire
- Fielding concerns about Highway 99 and County Line Road intersection
- Met with Sac River Fire regarding issues in Grimes
- Call with Grimes Water District regarding the expiration of their bottled water grant
- Ford Drive 4 UR School
- Farmer's Market/Concert in the Park

Supervisor Boes

Meetings and functions attended:

- Transportation and Transit Meeting
- Fun Committee Employee Carnival
- Transportation and Transit Commission Unmet Needs Meeting
- UC Cooperative Extension Area Director Meet and Greet
- CSAC Board of Directors Meeting

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

Supervisor Evans

Meetings and functions attended:

Transportation and Transit Meeting
Fun Committee Employee Carnival
Janus Solar Ad-Hoc
Budget Ad-Hoc Meeting
Agenda Review

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler informs the Board opposition to AB 2240 proved successful and amendments have been made to the Bill. She has withdrawn our opposition.

Chair Evans declares a recess at 10:06 a.m. to convene in Closed Session.

X. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1), *Rominger v. Colusa County, et al.* In the Colusa County Superior Court, Case no. CV23899.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

3. EMPLOYEE PERFORMANCE EVALUATION

California Government Code section 54957(b). Title: CAO.

Chair Evans adjourned the meeting at 12:08 p.m. to reconvene in Regular Session on September 17, 2024 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chairman

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

BY_____
Tiffany Jorgensen, Deputy Clerk

Attachment: 09-03-24 Minutes (10063 : Approve the September 3, 2024 BOS Regular Meeting Minutes)

COUNTY OF COLUSA, CA **2.2**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Administration**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Authorize Board Clerk to assign a County Contract Number to the State of California Department of Water Resources agreement number 4600016055 for the County of Colusa Drought Resiliency and Planning Project.**

Authorize Board Clerk to assign a County Contract Number to the **State of California Department of Water Resources** agreement number 4600016055 for the County of Colusa Drought Resiliency and Planning Project.

Detailed Description/Background of request

This item is for procedural purposes only to authorize the Clerk of the Board to assign a Contract Number for the purpose of tracking.

Prior Board Action

On January 30, 2024 the Board of Supervisors approved Resolution No. 24-004 which authorizes the CAO to execute the funding agreement with the Department of Water Resources and any amendments thereto.

Fiscal Impact/Funding Source

None on this item, procedural process to place County contract number on contract**.**

Action for the Clerk

Assign contract number and forward fully executed copy to the Community Development Director.

ATTACHMENTS:

- 24-004 Authorizing the Grant Application Acceptance and Execution forthe Drought Resiliency and Planning Project (PDF)
- Agreement 4600016055 State of CA Dept of Water Resources (PDF)

RESOLUTION NO. 24-04
A RESOLUTION OF COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE COUNTY OF COLUSA DROUGHT RESILIENCY AND PLANNING PROJECT

WHEREAS, the County of Colusa proposes to implement the County of Colusa Drought Resiliency and Planning Project;

WHEREAS, the County of Colusa Drought Resiliency and Planning Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the County of Colusa has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the County of Colusa intends to apply for grant funding from the California Department of Water Resources for the County of Colusa Drought Resiliency and Planning Project.

NOW THEREFORE, BE IT RESOLVED by the Colusa County Board of Supervisors:

1.) That pursuant and subject to all of the terms and provisions of Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), the Colusa County Community Development Director, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.

2.) The Colusa County Administrative Officer, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

3.) The Colusa County Community Development Director, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

PASSED AND ADOPTED this 30th day of January 2024 by the following vote:

AYES: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

NOES: None.

ABSENT: None.

BOARD OF SUPERVISORS COLUSA COUNTY, CALIFORNIA

Gary J. Evans, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 24-004 Authorizing the Grant Application Acceptance and Execution forthe Drought Resiliency and Planning Project (10029 :

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

STATE OF CALIFORNIA

CALIFORNIA NATURAL RESOURCES AGENCY

DEPARTMENT OF WATER RESOURCES

AGREEMENT NUMBER: 4600016055

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND COUNTY OF COLUSA

FOR THE

COUNTY OF COLUSA DROUGHT RESILIENCY AND PLANNING PROJECT

A PART OF THE COUNTY DROUGHT RESILIENCE PLANNING ASSISTANCE PROGRAM

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

FUNDING AGREEMENT BETWEEN

THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

COUNTY OF COLUSA

AGREEMENT 4600016055

COUNTY DROUGHT RESILIENCE PLANNING ASSISTANCE PROGRAM

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the County of Colusa, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding pursuant to the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the County of Colusa Drought Resiliency and Planning Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by June 30, 2025, and no funds may be requested after December 30, 2025.
3. PROJECT COST. The reasonable cost of the Project is estimated to be $125,000.
4. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $125,000. Any additional costs are the responsibility of the Grantee.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
   A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 12, “Submission of Reports.”
   B. Grantee submits all deliverables as specified in Paragraph 12 of this Funding Agreement and in Exhibit A.
6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

the Project included in this Agreement. Work performed on the Project on/after March 13, 2024, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

A. Costs incurred prior to March 13, 2024.

B. Operation and maintenance costs, including post-construction performance and monitoring costs.

C. Purchase of equipment not an integral part of the Project.

D. Establishing a reserve fund.

E. Monitoring and assessment costs for efforts required after Project construction is complete.

F. Replacement of existing funding sources for ongoing programs.

G. Payment of federal or state taxes.

H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).

J. Purchase of land or any interests in land.

K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.

C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:

i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount".

v. Invoices can be submitted by one of the following methods.

a. Via either email at wuegrants@water.ca.gov or upload it on DWR's GRanTS website (Grants.water.ca.gov).

b. Mail the invoice with the original "wet signature" to the following address:

Sarah Ko
Department of Water Resources
Division of Regional Assistance
715 P Street, 6th Floor
Sacramento, CA 95814

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:

    A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.

    B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.

    C. Failure to operate or maintain the Project in accordance with this Funding Agreement.

    D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

    E. Failure to submit timely progress reports.

    F. Failure to routinely invoice State.

    G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

    Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

    A. Declare the funding disbursed be immediately repaid.

    B. Terminate any obligation to make future payments to Grantee.

    C. Terminate the Funding Agreement.

    D. Take any other action that it deems necessary to protect its interests.

    In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

    A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.

    B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).

D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.

E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "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 DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the 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 the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.

B. Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project.

C. Documentation of Consistency with Water Code section 10609.50, et seq. (SB 552; Stats. 2021, ch. 245) County Requirements: During or upon completion of the Project, the Grantee

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

shall submit evidence of the task force or other allowed alternative process (see Water Code Section 10609.70 (a)(1-2)). The Grantee shall also provide evidence of completion of the County Drought Resilience Plan (as standalone or as an element of an existing county plan), as described in Water Code section 10609.70(b). Upon completion of the plan, the Grantee shall submit the plan and associated documentation to the DWR County SB 552 Sharing Portal (https://wuedata.water.ca.gov).

13. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

    A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

    B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.

    C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

    D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.

14. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:

    A. By delivery in person.

    B. By certified U.S. mail, return receipt requested, postage prepaid.

    C. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.

    D. By electronic means.

    E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

15. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

16. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Arthur Hinojosa, Manager
Manager, Division of Regional Assistance
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 708-4961
Email: Arthur.Hinojosa@water.ca.gov

Wendy Tyler
County Administrative Officer
County of Colusa
1213 Market Street
Colusa, CA 95932
Phone: (530) 458-0508
Email: wtyler@countyofcolusa.org

Direct all inquiries to the Project Manager:

Sarah Ko
Environmental Scientist
Division of Regional Assistance
Department of Water Resources
715 P Street, 6th Floor
Sacramento, CA 95814
Phone: (916) 873-5187
Email: Sarah.Ko@water.ca.gov

Jacques DeBra
Consultant
Luhdorff & Scalmanini
500 1st Street,
Woodland, CA 95695
Phone: (530) 661-0109
Email: jdeBra@lsce.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

17. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa, Manager
Division of Regional Assistance

Date 8/16/2024

COUNTY OF COLUSA

Wendy Tyler, County Administrative Officer

Date 8/15/2024

Approved as to Legal Form and Sufficiency

For Robin Brewer, Assistant General Counsel
Office of General Counsel

Date 8/16/2024

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Exhibit A

WORK PLAN

Project Title – County of Colusa Drought Resiliency and Planning Project

Grantee – County of Colusa (County)

Project Description: The Project is intended to bring the County into compliance with Senate Bill (SB) 552 (Stats. 2021, ch. 245) requirements. SB 552 requires county governments to (1) establish a standing drought and water shortage task force, and (2) prepare a County Drought Resilience Plan (DRP) for state small water systems and domestic wells. This Project will refine the organization and operation of the existing County Drought Task Force (CDTF) and develop a comprehensive DRP. The Grantee will lead the efforts for the following tasks with support from a consultant to complete the Project.

Task 1: Prepare Drought Resiliency Planning Report

This task will review and update the County's drought-related policies and provide recommendations for updating policies that improve drought resiliency in the region. There will be a kick-off meeting and regular CDTF meetings to develop the DRP. The Grantee and consultant will provide DRP updates at each of the meetings to ensure project goals and objectives are being met. The CDTF will ensure to invite representatives from state and other governments, groundwater sustainability agencies (GSAs), community-based organizations, state small water systems, domestic wells, and local residents to meetings.

This task also includes completing a Drought and Water Shortage risk assessment to identify the areas within the County that are most susceptible to water shortages. There will be a data gathering and mapping effort to identify locations of domestic wells, private surface water and state small water systems, and their status of social vulnerability. Mapping efforts will identify data gaps and potential barriers. Results from the Drought and Water Shortage risk assessment will be used to develop short-term response actions and long-term mitigation strategies. The CDTF will collect feedback from the public and stakeholders to refine the short-term and long-term strategies.

The CDTF and consultant will develop a blueprint for how County policies and programs can be updated to improve future drought response and mitigation efforts. Information collected to develop the DRP will be incorporated into the County drought webpage.

Deliverables

- Task Force Charter or equivalent documentation
- Records that outreach is inclusive of groups listed in SB 552
- Documentation of drought risk assessment
- Matrix of short-term and long-term drought mitigation strategies
- Final DRP

Task 2: Expand Domestic Well Assistance Program

This task will focus on continuing emergency water supply support to existing domestic well owners participating in the County's Domestic Well Assistance Program (Program). Additional at-risk domestic wells will be added to the Program to set up emergency water supply infrastructure. Activities include evaluating well records, databases, and other data to determine which at-risk domestic wells can be added to the Program. County staff will coordinate with domestic well owners

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

to provide assistance and enroll them into the Program through an application process. Coordination may involve outreach and engagement with the local community.

Deliverables

- List of well suppliers added to the Program
- Data summary report

Task 3: Grant Administration

This task includes project administration, invoicing, and reporting.

Grant administration includes working with DWR to develop and execute the Grant Agreement, administration of the Project including overseeing the budget and schedule, making payments to the consultant, and other activities related to the completion of the Project. The Grantee and consultant will meet regularly to ensure that the Project is on schedule and meeting objectives.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports. Prepare quarterly reports and submit them to DWR. Draft Grant Completion Report and submit for DWR comment. Prepare final Grant Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

Deliverables

- Invoices and supporting documents
- Quarterly progress reports

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Exhibit B

BUDGET

All work associated with the Project must be completed prior to payment of retention. Backup documentation for cost share will not be reviewed for the purposes of invoicing. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

Task	Cost
Task 1: Prepare Drought Resiliency Planning Report	$68,750
Task 2: Update Domestic Well Program Implementation	$50,000
Task 3: Grant Administration	$6,250
Total	**$125,000**

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Exhibit C

SCHEDULE

Task	Schedule
Task 1: Prepare Drought Resiliency Planning Report	May 2024 – June 2025
Task 2: Update Domestic Well Program Implementation	May 2024 – June 2025
Task 3: Grant Administration	March 2024 – June 2025

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State 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 funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: 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. 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 twelve-month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

D. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

i. The dangers of drug abuse in the workplace,

ii. Grantee's policy of maintaining a drug-free workplace,

iii. Any available counseling, rehabilitation, and employee assistance programs, and

iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

i. Will receive a copy of Grantee's drug-free policy statement, and

ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.

D.16. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).

B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

C. Comply with all applicable California, federal, and local laws and regulations.

D. Implement the Project in accordance with applicable provisions of the law.

E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.

F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.18. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.19. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement,

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.21. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grantee. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.22. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.23. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.24. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

D.25. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.26. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.27. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.28. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.29. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.

D.30. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.31. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

D.32. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

D.33. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

D.34. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or

B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

D.35. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.36. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.37. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.

D.38. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.39. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.40. TIMELINESS: Time is of the essence in this Funding Agreement.

D.41. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

D.42. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:

A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.43. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Exhibit E

GRANTEE'S AUTHORIZING RESOLUTION

RESOLUTION NO. 24-04
A RESOLUTION OF COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE COUNTY OF COLUSA DROUGHT RESILIENCY AND PLANNING PROJECT

WHEREAS, the County of Colusa proposes to implement the County of Colusa Drought Resiliency and Planning Project;

WHEREAS, the County of Colusa Drought Resiliency and Planning Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the County of Colusa has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the County of Colusa intends to apply for grant funding from the California Department of Water Resources for the County of Colusa Drought Resiliency and Planning Project.

NOW THEREFORE, BE IT RESOLVED by the Colusa County Board of Supervisors:

1.) That pursuant and subject to all of the terms and provisions of Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), the Colusa County Community Development Director, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.

2.) The Colusa County Administrative Officer, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

3.) The Colusa County Community Development Director, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

PASSED AND ADOPTED this 30th day of January 2024 by the following vote:

AYES: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

NOES: None.

ABSENT: None.

Gary J. Evans, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Environmental matters
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail
  - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

3. DELIVERABLES CONSISTENT WITH REQUIREMENTS OF SECTION 10609.50, ET SEQ. (SB 552, Stats. 2020, ch. 24) COUNTY WATER CODE

- Task Force or Other Allowed Alternative Process (Water Code section 10609.70 (a)(1-2).
  - Evidence that the County Drought Task Force or alternative has been established.
  - The plan for continuing to maintain a standing County Drought Task Force or alternative that considers domestic wells and state small water systems.
  - Record that invited membership is inclusive of those listed in SB 552 (Water Code Section 10609.70: "… shall invite representatives from the state and other local governments, including groundwater sustainability agencies, and community-based

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

organizations, local water suppliers, and local residents, to participate in the task force.").

- County Drought Resilience Plan
  - Evidence of completion of the county's Drought Resilience Plan as described in Water Code section 10609.70 (b).
  - Submittal of plan and documentation to the DWR County SB 552 Sharing Portal (https://wuedata.water.ca.gov/)
- ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

Docusign Envelope ID: B3D28857-3706-43FA-BE63-5A98DD8F7DD4

Exhibit G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State-funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s), and budget modification documents.
2. A listing of all grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

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2. Deposit slips (or bank statements) showing deposits of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

Attachment: Agreement 4600016055 State of CA Dept of Water Resources (10029 : Assign County Contract Number to State of California

COUNTY OF COLUSA, CA **2.3**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **Approve agreement (No. 23-0529-005-SF) with California Department of Food and Agriculture, Pierce's Disease Control Program (PDCP) for Glassy-Winged Sharpshooter (GWSS), effective July 1, 2024.**

Approve agreement (No. 23-0529-005-SF) with **California Department of Food and Agriculture,** Pierce's Disease Control Program (PDCP) for Glassy-Winged Sharpshooter (GWSS), effective July 1, 2024.

Detailed Description/Background of request

This annual agreement between Colusa County and California Department of Food and Agriculture (CDFA) provides for the implementation of a county surveillance and trapping plan for the Glassy-Winged Sharpshooter(GWSS). The County will conduct all delimitation and intensive surveys in the county. The County will provide status reports, including detailed maps and select appropriate treatments, notify residents and identify any sensitive sites within the proposed treatment area. The County will direct and coordinate pesticide applications and conduct post treatment monitoring. This contract is for fiscal years 24/25 in the amount of $6,569.72.
This agreement was received via email on 8/15/24.

Prior Board Action

Approval of Previous Years contracts.

Fiscal Impact/Funding Source

This is a budgeted revenue item in the General Fund. The department will receive maximum funds in the amount of $6,569.72 for services performed.

Action for the Clerk

Have one copy of the signature page signed by Board Chair. Email original signature page and Exhibit A to: brizia.morales@cdfa.ca.gov

or mail to:
Brizia Morales
Associate Governmental Program Analyst
California Department of Food and Agriculture
Office of Grants Administration

1220 N Street
Sacramento, CA 95814

Return signed copy to Ag Commissioner's Office, attn: Dawn, upon return.

ATTACHMENTS:

- 24 25 GWSS (Cor) (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 6/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0529-005-SF

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

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

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $6,569.72

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

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

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Gary J. Evans, Chairman

ADDRESS
100 Sunrise Blvd, Suite F, Colusa, CA 95932

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

BM

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C002
Federal Award Date:	February 7, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	$4,706,231.00
Effective Dates for CDFA:	October 1, 2023 through September 30, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will establish workplans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michelle Pham	Name:	Anastacia Allen
Division/Branch:	Pierce's Disease Control Program	Organization:	COUNTY OF COLUSA
Address:	1220 N Street	Address:	100 Sunrise Blvd, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	530-458-0580	Phone:	530-458-0580
Email Address:	michelle.pham@cdfa.ca.gov	Email Address:	maallen@countyofcolusa.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Myrna Villegas	Name:	Ryan Jennings
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-530-0461	Phone:	530-458-0580
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	rjennings@countyofcolusaca.gov

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

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

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

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

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. California State Auditor

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

23. Equipment

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

24. Closeout

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

25. Confidential and Public Records

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

26. Amendments

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

27. Executive Order N-6-22 Russia Sanctions

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

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

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

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

2. Allowable Expenses and Fiscal Documentation

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

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

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

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

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

3. Prompt Payment Clause

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

4. Budget Contingency Clause

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR AND CONTACT INFORMATION

PRIMARY CONTACT:

Name	M. Anastacia Allen
Address	100 Sunrise Blvd St F
Phone	530-458-0580
Fax	530-458-5000
Email	maallen@countyofcolusa.com

ALTERNATE CONTACT (IF APPLICABLE):

Name	Ryan Jennings
Address	100 Sunrise Blvd St. F
Phone	530-458-0580
Fax	530-458-5000
Email	rjennings@countyofcolusa.com

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FY 2024-2025

COLUSA COUNTY

The County agrees to perform the listed activities in order to:

- Implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) and other designated pests and diseases in Colusa County and suppress or eradicate any populations as rapidly as possible.
- Ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas.

Designated Agency

The Colusa County Department of Agriculture (County) is designated by the Colusa County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Colusa County PDCP Task Force (if applicable), and other interested parties in implementing this plan.

RESPONSIBILITIES

CDFA Responsibilities

The CDFA shall:

- Provide training on management practices at least one week prior to any activity occurring.
- Provide biological control program guidance and support to the County as favorable agents become available.
- Provide on-site expertise, as needed.
- provide the county Monthly Activity Report form online at: https://secure.cdfa.ca.gov/egov/crs/login.aspx?ReturnUrl=%2fegov%2fcrs%2fDefault.aspx

CDFA may conduct certain program activities which are normally the responsibility of the county in situations where the county cannot or chooses not to conduct those activities.

County Responsibilities

The County shall:

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Activities described in this workplan qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete tiering strategy checklists

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

for inspection, trapping, and treatment (if applicable) and ensure all activities follow the CDFA Management Practices and Mitigation Measures.

- Conduct a GWSS detection trapping program in accordance with GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- Upon discovery of a GWSS find in a non-infested area, promptly conduct all delimitation and intensive (property-by-property) surveys in the county in accordance with the GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus requirements, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits. The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Management Practices and Mitigation Measures. The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- In the event of an infestation, conduct treatments in accordance with the CDFA GWSS Treatment Protocol. Monitor nurseries within the infested area for compliance.
- Take any necessary enforcement action to ensure regulatory compliance.
- Coordinate with CDFA on any planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(g)(1). The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force (if applicable). Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
- Coordinate with CDFA on a training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(g)(2). The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
- Coordinate with CDFA to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(g)(5). The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
- Ensure that an adequate accounting system in place and appropriate internal controls to track and maintain expenditures. The accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: https://www.sco.ca.gov/Files-ARD-Local/asp_manual_2023_edition.pdf. Counties are also

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

required to comply with Federal guidance, 2 CFR Part 200, which can be found at the following website: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

- Counties must submit invoices to PDCP at cdfa.pdcp_inv@cdfa.ca.gov no later than 30 calendar days after the end of the federal fiscal year (September 30, 2025) to initiate the close out process.
    - The invoice should be consistent with the budget, reflect actual expenditures for PDCP activities, and in the format provided in the template.
    - All employee salaries must be itemized at an hourly rate, not a salary range. Also, actual salary and benefit rates for all employees must be separated and not put into one total that combines both figures.
    - Totals must be rounded to the nearest cent, not the nearest dollar.
    - If there are no reportable hours in a given month, an invoice showing $0 must be submitted for documentation purposes.
- Submit the county Monthly Activity Report on a monthly basis in accordance with the Monthly Activity Report Guidelines.
- Report expenditures and activity hours on a statement of expenditures on a monthly basis to allow PDCP to track county in-kind contributions for reimbursable activities once the funding for the agreement is exhausted. The statements of expenditures should be completed and submitted in the same manner as invoices.
- Submit a written request for an amendment to PDCP if new activities become necessary (delimitation or treatment, for example) that require additional funds and/or departure from the approved workplan. An amendment to this agreement must be awarded before new activities can commence.
- Upon request by CDFA, and in accordance with Federal regulations and policy, the county must complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (Form AD 1048) and return it to CDFA.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

ALLOWABLE COSTS

All costs must be associated with the PDCP.

Personnel Services

- Permanent and Temporary Staff Salary and Benefits – Actual staff salary and benefits charged to the county for employees working on the PDCP program. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

  Contracted employees need to be listed separately from agency staff and their salary and benefits cannot be factored in as part of the indirect billing for personnel services.

  Personnel costs related to outreach and miscellaneous activities (F3 and F5 on the monthly activity report, respectively) must receive written prior approval from PDCP.

- Overtime – Overtime costs associated with the program.

Operating Expenses

- General Expense – Costs associated with office and field supplies that are solely used for PDCP activities. Water purchased for employees is NOT reimbursable under this agreement.
- Postage – Costs associated with mailing materials.
- Communications – Costs associated with telephone/communication usage that are solely used for PDCP activities.
- Vehicle Expense – Costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).
- County, state, or federal vehicles – The county may charge vehicle costs on an actual cost basis or a mileage basis in lieu of actual costs incurred. However, both types of costs cannot be invoiced for the same vehicles.
- Mileage – mileage reimbursement covers gasoline, cost of maintenance, insurance, licensing and registration, and depreciation and all other costs associated with operation of the vehicle. Subject to change due to federal mileage rate change; effective January 1, 2024 the rates are:
  - County Vehicle – up to $.67 per mile
- Leased vehicles – The county may only charge actual costs basis, including for fuel. The least expensive method should be used to secure a vehicle. Consult with Program prior to adding a leased vehicle to your budget.
- Travel – Costs associated with travel (per diem, airfare, car rental, etc.). Travel is only reimbursable if CDFA has requested/approved the travel.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

- Treatment – Costs associated with treatment activities (employee time, pest control operator charges, etc.)
- Indirect Cost – Costs that are incurred for a common or joint purpose objectives that cannot be identified specifically with a particular project, program, or organizational activity. Typical indirect costs include but are not limited to administrative or clerical staff costs, rent, utilities and internet service, cellular and land-line telephone service, general office supplies, and insurance. Up to 25% of Personnel Services cost (includes salaries and staff benefits).

  Any contracted employees cannot be factored in as part of the indirect billing for personnel services.
- Other – Specifically detailed costs not otherwise addressed above.

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5 in Title 3 of the California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is covered in Sections 6045, 6046, and 6047 of the Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than $1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (FAC Section 5309).
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (FAC Section 5027). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to $10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to $2,500 for each violation (FAC Sections 5310 and 5311).
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to $25,000 for each violation (FAC Section 5028(c)).
- It is unlawful to sell any nursery stock without a valid nursery license (FAC Section 6721). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

with all laws and regulations relative to any pest that might be carried by nursery stock (FAC Section 6761).

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate (FAC Sections 6922 and 6923). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (FAC Section 6968). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (FAC Section 6927).

  Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold for Inspection certificate (FAC Section 6505). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by (FAC Section 6925 and 6926).

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (FAC Sections 5030 and 5031).

- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (FAC Section 5721; 3 CCR Sections 3060.2, 3060.4 and 3660). Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (FAC Section 5208).

- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to $10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (FAC Section 5705).

- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment (FAC Section 6521). The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

officer specifies (FAC Section 6522). Similarly, a warning hold may be placed on a shipment entering the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (FAC Section 6303).

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (FAC Section 5701). It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (FAC Sections 5401 and 5402).

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Colusa County Department of Agriculture (County) and the Colusa County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

LOCAL APPEAL PROCESS

Pursuant to Section 3651(c)(3) in Title 3 of the California Code of Regulations, the Colusa County Department of Agriculture's PDCP Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

PIERCE'S DISEASE CONTROL PROGRAM
FY 2024-25 BUDGET
County: Colusa

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

Permanent Staff	**Hourly**	**Number of**	**Salary**	**Benefit**	**Benefit**	**Total**
Assistant Agricultural Commissioner	57.05	5	285.25	67%	191.12	476.37
Accounting Technician	28.90	6	173.40	86%	149.12	322.52
Agricultural Biologist	30.65	8	245.20	67%	164.28	409.48
Agricultural Techician	21.68	80	1,734.40	113%	1,959.87	3,694.27
Total Permanent		99	2,438.25		2,464.39	4,902.64
Temporary Staff						
Classification D		0	-	10%	-	-
Classification E		0	-	14%	-	-
Total Temporary		0	-		-	-
Overtime						
Classification A		0	-	10%	-	-
Classification E		0	-	14%	-	-
Total Overtime		0	-		-	-
Total Personnel Services		99	2,438.25		2,464.39	4,902.64

OPERATING EXPENSES

General Expense/Supplies					
Office /Field Supplies					20.00
Postage					-
Communication					-
****Vehicle Expense**	**Rate**	**Miles**			
County	0.670				-
State	0.285				-
	Monthly	**Total**	**Months**		
Lease vehicles	250.00	1	5		1,250.00
Gasoline for leased vehicle	50.00	960	5		250.00
Travel	**Airfare**	**Rental Car**	**Per Diem**	**Other**	
Event A (Date(s))				-	-
Indirect Cost	3%				147.08
				Total Operating Expenses	1,667.08
				Total Survey/Inspection Activities	**$ 6,569.72**

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.
**Subject to change due to federal mileage rate changes.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Attachment 2 - Summary of Management Practices, Mitigation Measures, and Other PEIR Requirements

Requirement	Description
	General Requirements
Conduct activity as described in Chapters 2 and 3 of PEIR	Activities covered by the PEIR are described in PEIR Chapters 2 and 3. Activities must be implemented in accordance with these descriptions, unless an Addendum or tiered CEQA document has been prepared pursuant to Part B of the Tiering Strategy.
Include applicable PEIR requirements in Compliance Agreements with growers, based on the activities the growers may conduct in response to quarantine	When a regulated entity (e.g., grower) wishes to ship host material outside of an established quarantine area, CDFA and the regulated entity enter into a Compliance Agreement to ensure the orderly marketing of regulated hosts or articles. The Compliance Agreement must include any relevant PEIR requirements, such as descriptions of authorized chemical treatments, protective measures related to special-status species, MPs, applicable PEIR mitigation measures, etc.
Obtain technical assistance from the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife	CDFA designs its pest eradication protocols to meet or exceed recommendations from USFWS and the California Department of Fish and Wildlife (CDFW) concerning special-status species and sensitive natural communities (as defined in Section 6.3, Biological Resources). CDFA also coordinates with NMFS to address control programs for non-native pest outbreaks that may impact species under their jurisdiction (i.e., ocean coastlines or streams that empty into the ocean). Under the existing Statewide Program, no impacts on special-status species or sensitive natural communities have been identified from pest management activities to date. Under the Proposed Program, CDFA would continue to coordinate with USFWS, NMFS, and CDFW to avoid "take" of threatened and endangered species and to minimize adverse environmental impacts on other special-status species and sensitive natural communities. Prior to making the decision to treat, CDFA would consult the California Natural Diversity Database (CNDDB) for special-status species previously reported inside or in close proximity to the treatment area boundaries, as well as check for the potential for presence of special-status species habitat and/or sensitive natural communities. CDFA would report the results to USFWS, NMFS, and/or CDFW. CDFA, in conjunction with the county agricultural commissioner, would provide USFWS, NMFS, and/or CDFW with maps showing the proposed treatment areas and identifying the treatment activity. CDFA would develop measures to avoid adverse environmental impacts on these resources and would notify USFWS, NMFS, and/or CDFW (depending on the potentially affected species) of pest control activities and the protective measures proposed for use. If any of these wildlife agencies responded to CDFA with a conclusion that the proposed activities would pose potential for "take" of threatened or endangered species, or other special-status species, CDFA would coordinate further with these agencies regarding the appropriate measures to avoid

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
	impacts. The presence of special-status species or sensitive natural communities may require treatment regimen alterations so that take of the species, or adverse modification of sensitive natural communities, would not occur. Treatment plans are designed so that "take" of special-status species would not occur. This may mean that a section of riparian area would be treated only partially (e.g., no insecticides sprayed on trees above a certain height level so that no drift would occur into the associated waterbody) or no treatment would occur at all, however, this would likely lead to full establishment of the invasive pest.
	Management Practices
MP-SPRAY-1: Conduct a Site Assessment	▪ Verify site to be treated. ▪ Take note of site conditions, such as soil texture, slope, water bodies, host plants, irrigation, and storm drains. ▪ Identify and make plans to avoid streamside management areas and surface water. ▪ Consider integrated pest management methods designed to minimize the scale and number of pesticide applications. Consider multiple measures such as sterile release, host removal, and bait stations. ▪ Choose the least persistent and lowest toxicity pesticide that will efficaciously treat the target pest.
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	▪ Calibrate spray equipment per label instructions. ▪ Perform equipment screening tests and tank sampling when appropriate. ▪ Use dedicated specific equipment for specific products when appropriate. ▪ Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions. ▪ Select the appropriate nozzle to ensure proper coverage. ▪ Maintain an equipment log to track calibration, cleaning, and repairs. ▪ Conduct visual inspections of equipment before use. Check all equipment for leaking hoses, connections, and nozzles. ▪ Monitor the operation of the nozzles during the application. ▪ Request county agricultural commissioner pesticide use enforcement inspections and monitoring of applications. ▪ Discontinue use immediately if equipment malfunctions or fails to pass screening tests.
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.	▪ Comply with Pesticide label. ▪ Require employees who supervise the handling and application of pesticides to maintain a Qualified Applicator License issued by CDPR. ▪ Be aware of any regulations or internal procedures before application. ▪ Use appropriate application methods and rates.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
	▪ Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field. ▪ Provide annual safety training for all treatment personnel.
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Check weather service prior to application. Delay or do not apply foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	▪ Use buffer zones where applicable to protect sensitive areas, such as bodies of water, critical habitat for threatened and endangered species, and other identified sensitive areas. ▪ Use low pressure application equipment if applicable. ▪ Use “bait station” application methods when possible.
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	▪ Rinse equipment according to manufacturer’s label instructions. ▪ Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility. ▪ Dispose of surplus chemicals and containers according to label instructions.
MP-SPRAY-7: Follow appropriate product storage procedures	▪ Ensure proper storage of all pesticides per label instructions. ▪ Ensure all pesticides removed from their original container are properly sealed for use within a service container. ▪ Seal all service containers within a tool box. ▪ Lock tool boxes when unattended.
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	▪ Do not make direct application to water bodies. ▪ Use dripless nozzles if available. ▪ Verify the calibration of the contractor’s spray equipment before the start of each treatment campaign. ▪ Make sure that the aircraft pilot is in radio communication with Proposed Program personnel on the ground, to verify wind speed and direction and location of non-target sites, including water bodies, people, vehicles, and buildings. ▪ Supervise mixing and loading of the aircraft.
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	▪ Avoid direct applications to water bodies unless the material is registered for such use. ▪ Maintain a 30-foot buffer around water bodies per NPDES permit. ▪ Use dripless nozzles or fan-type nozzles at low psi if applicable. ▪ When using a blower boom, direct the blower boom to the precise angle needed to treat host plants. ▪ Ensure the spray boom is equipped with an electric on/off switch to treat the precise target areas where host plants occur. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
	wind speeds are over 10 miles per hour. ▪ Perform ground-rig foliar treatments at low pressure, to reduce the quantity of fine droplet particles where applicable. ▪ Allow only staff or private entities under contract that are appropriately trained and licensed to perform ground-rig spot treatments. ▪ Check weather service prior to application. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	▪ Avoid direct applications to water bodies unless material is registered for such use. ▪ Maintain a 30-foot buffer from water bodies per NPDES permit. ▪ Use dripless nozzles where applicable. ▪ Direct the nozzle at the target to minimize drift. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Allow only trained staff to perform backpack spot treatments. ▪ Monitor weather conditions. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur in the next 24 hours.
MP-GROUND-3: Train personnel in proper use of pesticides	▪ Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label. ▪ Require employees who supervise the handling and application of pesticides maintain a Qualified Applicator Certificate, issued by CDPR or have a County License for Pesticide Regulation. ▪ Contractors will be appropriately trained and licensed.
MP-GROUND-4: Enforce runoff and drift prevention	▪ Carefully monitor and evaluate weather conditions within potential treatment areas to determine the effectiveness of control applications immediately before deciding whether to proceed with a treatment and during the course of a treatment. o Monitor weather conditions before and during applications o Comply with NPDES Permit.
MP-HAZ-1: Implement a Spill Contingency Plan	▪ Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment. ▪ Be prepared to respond to pesticide spills. ▪ Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300. ▪ Use established protocols in determining the appropriate action in the event of an accidental crash of a spray rig, tanker, or aircraft. ▪ Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
	▪ Call an ambulance in the event of a spill involving severe personal injury. ▪ Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water. ▪ Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury. ▪ Do not leave injured or incapacitated persons until proper medical assistance arrives. ▪ Provide a pesticide label and/or material safety data sheet for medical personnel. ▪ For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov. ▪ Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion. ▪ Contact the California Highway Patrol by calling 911 for a spill occurring on a highway. ▪ Call local police or the county sheriff for a spill occurring off-road. ▪ Stop the leak and contain the spill of a punctured tank. ▪ For minor spills of 50 gallons or less: o Wear rubber boots, coveralls, rubber gloves, and eye protection. o Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material. o Shovel contaminated material into a leak-proof container. o Do not hose down the area. o Work carefully and safely; do not hurry. o Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes. ▪ For major spills of 50 gallons or more: o Follow the steps listed for all above and include the additional number below. o If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.
MP-HAZ-2: Use a safety and cleanup materials checklist	▪ Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following: o For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles. o For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
	bags of "kitty litter" or other absorbent materials.
MP-HAZ-3: Implement decontamination	▪ Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet. ▪ Shovel contaminated material into a leak-proof metal drum for final disposal.
MP-HAZ-4: Follow appropriate disposal procedures	▪ Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides. ▪ Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I landfill.
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	CDFA shall identify any suitable habitat for special-status wildlife species identified as having potential to (1) occur in the region and (2) be affected by the treatment scenario in question. Suitable habitat may consist of aquatic or terrestrial foraging habitat. If such habitat exists, CDFA would prepare treatment plans that will avoid or minimize substantial adverse effects on special-status species and submit them to USFWS, CDFW, and NMFS for review. This may be done on a project-specific basis (for individual applications) or for an entire quarantine area. Treatment plan measures may include modifications in the timing, locations, and/or methods for chemical treatments on a case-by-case basis, including establishment of site-specific buffers. The technical assistance process has been designed so that no "take" authorization will be needed. The treatment plan requirements will be provided to those implementing the treatments. In the case of quarantines, the requirements will be attached to the compliance agreement between CDFA and those individual growers affected by the requirements (e.g., those who may treat in proximity to suitable habitat for special-status species). CDFA shall document the results of the USFWS, CDFW, and NMFS coordination, and shall maintain records of compliance with the measures to protect special-status species.
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials	If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program,

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
Records Search before Beginning Proposed Program Activities at a Given Site	CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application. In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers. As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.
Mitigation Measure HAZ-CHEM-3:	CDFA shall require Proposed Program staff and contractors to conduct

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if: (1) An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or (2) A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold. When methyl bromide is used, appropriate air sampling and analysis by a qualified professional will be done for the fumigation worker and fumigation downwind bystander to evaluate the effectiveness of BMPs related to subchronic and chronic exposure. The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results. CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	For activities that exceed the applicable nighttime noise criteria at the nearest sensitive receptor, activity operations will be scheduled to occur during the day (between 6 a.m. and 10 p.m.).
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	CDFA will track whether new applicable numerical water quality standards have been adopted. If new numerical thresholds are established, CDFA will evaluate whether the estimated concentrations modeled in the Ecological Risk Assessment exceed the adopted standard. In these cases, Impact WQ-CHEM-4 or WQ-CHEM-5 would apply (including implementation of appropriate MPs as described in those impacts), and Mitigation Measure WQ-CHEM-4 would be implemented related to quarantine activities.
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance	For quarantine areas where chemicals may be used that were modeled to exceed standards, or where impaired waterbodies exist which could be affected by Proposed Program chemical use, CDFA shall include a

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Requirement	Description
Agreements	requirement in compliance agreements that regulated entities (e.g. growers) are to implement relevant Proposed Program MPs, or shall show proof that participation in the Ag Waivers Program or another program to protect water quality contains measures which are equivalent to or more protective than the Proposed Program MPs.
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	Before conducting a treatment or implementing a quarantine, CDFA shall identify whether a treatment location or quarantine area contains or is in proximity to any waterbodies impaired for relevant pesticides, pesticides in general, or toxicity. For those treatments where impaired waterbodies are present, CDFA shall implement relevant Proposed Program MPs. For quarantines where impaired waterbodies exist, CDFA shall implement Mitigation Measure WQ-CHEM-5.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	

SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for pr civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incide

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contac the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, progran information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment: 24 25 GWSS (Cor) [Revision 1] (10026 : 24/25 GWSS Contract)

COUNTY OF COLUSA, CA **2.4**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Auditor**

FROM: **Brittany Wheeler**

SUBJECT: **Adopt A Resolution fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2024-25.**

Adopt A Resolution fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2024-25.

Detailed Description/Background of request

California Government Code section 29100 requires the Board to adopt, by resolution, tax rates on the secured roll, every year before October 3, not to exceed the 1% limitation provided for in the California Constitution. Additionally, for voter approved indebtedness, the Board is required to adopt tax rates on the secured roll to support the annual debt requirement. These additional rates include indebtedness incurred by school districts, special districts, special zones, and improvement districts, as provided for under Government Code section 29102.

The County's tax rate is within the 1% limitation and does not reflect any additional voter approved indebtedness.

The additional tax rates for voter approved indebtedness for several school districts is reflected in Exhibit A to the Resolution.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send copy of Resolution to Brittany Wheeler in the Auditor's Office.

ATTACHMENTS:

- Tax Rate Resolution and Exhibit A 24-25 (DOCX)

RESOLUTION NO. 24- _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING AND FIXING THE COLUSA COUNTY PROPERTY TAX RATES FOR THE 2024-25 FISCAL YEAR

WHEREAS, there has been submitted to the Colusa County Board of Supervisors proposed rates of County and District taxes which will procure sufficient revenues as required by provisions of the Government Code of the State of California. The provisions of Title 3, Division 3, Chapter 1, Article 5 of the Government Code as amended, relative to the fixing of tax rates for the fiscal year, have been complied with and there is attached hereto and made a part hereof and incorporated herein the proposed County and District tax rates for the 2024-25 fiscal year; and

WHEREAS, Title 3, Division 3, Chapter 1, Article 5 of the Government Code as amended, requires the Board of Supervisors by resolution to adopt and fix the tax rates of County and District taxes pursuant to and in conformance with said provisions of the Government Code.

NOW, THEREFORE, BE IT RESOLVED that the proposed tax rates, a copy of which is attached hereto and made a part hereof and incorporated by this reference as Exhibit A, for the raising of County and District taxes according to the requirements of the Colusa County Budget of the 2024-25 fiscal year, be, and the same is hereby adopted as the 2024-25 tax rates of Colusa County.

PASSED AND ADOPTED this 17th day of September, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Board Chair

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

By_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Tax Rate Resolution and Exhibit A 24-25 [Revision 2] (9989 : Resolution to Set 2024-25 Property Tax Rates)

EXHIBIT A

COUNTY OF COLUSA

2024-2025 SECURED PROPERTY TAX RATES

COUNTYWIDE TAX RATE	1.000000 %
COLUSA UNIFIED SCHOOL BOND AND INTEREST	0.030818 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #2	0.031191 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #4	0.012510 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #5	0.017015 %
PRINCETON UNIFIED SCHOOL BOND AND INTEREST	0.020000 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #1	0.010160 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #2	0.026520 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #3	0.008433 %
YUBA COMMUNITY COLLEGE DISTRICT SERIES 2006 SERIES GO BOND	0.019726 %
YUBA COMMUNITY COLLEGE DISTRICT SERIES 2016 SERIES GO BOND	0.006821 %

COUNTY OF COLUSA

2024-2025 SECURED UNITARY TAX RATES

COLUSA UNIFIED SCHOOL BOND AND INTEREST	0.012029 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #2	0.005085 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #4	0.001172 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #5	0.001398 %
PRINCETON UNIFIED SCHOOL BOND AND INTEREST	0.001416 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #1	0.001911 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #2	0.003794 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #3	0.000476 %
YUBA COMMUNITY COLLEGE DISTRICT SERIES 2006 SERIES GO BOND	0.191702 %
YUBA COMMUNITY COLLEGE DISTRICT SERIES 2016 SERIES GO BOND	0.036217 %
UNITARY DEBT SERVICE TAX RATE	0.255200 %
UNITARY AD VALOREM TAX RATE	1.000000 %
TOTAL UNITARY TAX RATE (EXCEPT RAILROAD)	1.255200 %
UNITARY RAILROAD DEBT SERVICE TAX RATE	0.095000 %
UNITARY RAILROAD AD VALOREM TAX RATE	1.000000 %
TOTAL UNITARY RAILROAD TAX RATE*	1.095000 %

*Rate calculated by State Board of Equalization per Revenue & Taxation Code Section 11403, BNSF Railway Company V. County of Alameda, 7 F.4th 874 (2021)

Attachment: Tax Rate Resolution and Exhibit A 24-25 [Revision 2] (9989 : Resolution to Set 2024-25 Property Tax Rates)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Health and Human Services**

FROM: **Kirill Obraztsov**

SUBJECT: **Re-approve C24-063 2nd Amendment (21-5065 A1) with the California Department of Social Services (CDSS) for adoption services on behalf of Colusa County.**

Re-approve C24-063 2nd Amendment (21-5065 A1) with the **California Department of Social Services (CDSS)** for adoption services on behalf of Colusa County.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) has contracted with CDSS for delivery of adoption services as there are no adoption agencies within the county to provide these services.

Earlier this year, the Board approved agreement C24-003. This amendment, which is a modification to C24-003, with the purpose to provide clarifying language for the requirements related to the Indian Child Welfare Act, monthly visitations, prospective adoptive parent criminal clearance records, prospective adoptive parent and child assessments and the invoice process, was approved by the Board on May 21st, 2024 (C24-063). After C24-063 was approved, CDSS has replaced the language in Exhibit B, Section 19, Budget Statement (the formatting and placement of the text for this section were updated as well).

DHHS is requesting a re-approval of C24-063 with the changes made by CDSS

Prior Board Action

Agreement C21-186 was approved by the Colusa County Board of Supervisors on October 26, 2021. C24-003 approved January 2, 2024, C24-063 was approved on May 21, 2024

Fiscal Impact/Funding Source

No impact to County General Fund as services are covered through state funding

Action for the Clerk

Please send a scanned copy of the fully executed agreement modification to:

Salman Amin, Contract Analyst

California Department of Social Services

Salman.amin@dss.ca.gov

Please cc Kirill Obraztsov at DHHS in communication with CDSS.

ATTACHMENTS:

- 21-5065 A1 Revised Exhibit B (PDF)
- C24-063 PENDING Amendment with CDSS (PDF)
- C24-003 CDSS #21-5065 (PDF)
- C21-186 California Department of Social Services (CDSS)(21-5065) (PDF)

COUNTY OF COLUSA seeks to retain services from the CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)

CDSS agrees to provide Colusa County pursuant to the terms of this agreement.

☒Agency Adoption Services – Exhibit A

☒Resource Family Approval Family Evaluations – Exhibit A-1

☐Resource Family Approval Home Health and Safety Assessments – Exhibit A-2

☒General Terms and Conditions – Exhibit B

IN WITNESS WHEREOF, the Parties hereunto have executed this Contract on the date written below.

COUNTY OF COLUSA:	**CONTRACTOR:**
By:	**By:**
Date: 5/21/24	**Date:**

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

By _____, Deputy

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

EXHIBIT A
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to Colusa County Department of Health and Human Services, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (WIC) ~~S~~**S**ection 16130 and in accordance with Title 22 California Code of Regulations (CCR) ~~S~~**S**ections 35127.1 through 35231. The CDSS will provide the following adoption services:

A. Consult and review of children in out of home care who need permanence through adoption.

B. Assess and provide a written analysis of the adoptability of a child pursuant to WIC ~~S~~**S**ections 361.5, 366.21, 366.22 or 366.25.

C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.

D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.

E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court, when applicable.

F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the WIC ~~S~~**S**ection 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.

G. Match and place children for adoption with a licensed or approved caregiver.

H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.

I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the ~~California Code of~~

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

~~Regulations, Child Welfare Services~~ **CDSS** Manual of Policies and Procedures **(MPP)**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

(2) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

J. Supervise adoptive placements until finalization and provide post adoptive placement services to families.

K. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., WIC ~~S~~**s**ections 16115-16123 and Title 22 CCR ~~S~~**s**ection 35325 et seq).

L. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Promote permanence for children who are in out of home care.

B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out of home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, licensing or Resource Family Approval (RFA) written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.

C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.

D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.

E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.

G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.

H. Ensure payment of AAP benefits in compliance with Title 22 CCR ~~S~~**s**ection 35325 et seq.

I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.

J. Provide other appropriate and necessary coordination as needed.

K. Services for the child before a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess the child pursuant to WIC ~~S~~section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~**s**ection 366.21, the 18-month review hearing required by WIC ~~S~~**s**ection 366.22, and the 24-month review hearing required by WIC ~~S~~**s**ection 366.25, as appropriate.

c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

2. The County Will:

a. Complete the RFA application approvals.

b. Refer children in out of home care for a joint assessment prior to FR services being terminated.

c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including dates and

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

places of marriage and divorce. ~~Also, obtain birth records on the child as soon as possible.~~

Obtain birth records on the child as soon as possible.

d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete **the** process of notifying all possible tribes and documenting this in court. **All required forms are to be completed pursuant to CA Rule of Court 5.481; 25 C.F.R. §23.107(c); Family Code sections 177(a) and 180; Probate Code sections 1459.5(b) and 1460.2; and WIC sections 224.2 and 224.3. The county shall provide, to the CDSS, copies of the court filed Judicial Council forms: ICWA-010(A) (Indian Child Inquiry Attachment), ICWA-030 (Notice of Child Custody Proceeding for Indian Child) and ICWA-020 (Parental Notification of Indian Status).**

(1) Inquiry should be thoroughly documented in the case file and on the ICWA-010(A) form.

(2) When there is reason to know the child is or may be an Indian child, the ICWA-030 form shall be completed.

There is "reason to know" the child is an Indian child whenever anyone informs the court or agency that the child is an Indian child, the residence or domicile of the child or parents or Indian custodian is on a reservation or in an Alaska Native village, anyone informs the court or agency that it has information indicating the child is an Indian child, the child is or has been under the jurisdiction of a tribal court, or the child or parent(s) possess an identification card indicating membership or citizenship in an Indian tribe. The ICWA-030 form must be completed anytime there is reason to know the child is an Indian child, even if a Tribe confirms informally that a child is eligible for membership.

(3) Parents or guardians must complete the ICWA-020 form at their first court appearance).

If the parent, Indian custodian, or guardian does not appear at the first hearing, or is unavailable at the initiation of a proceeding, the court must order the person or entity that has the inquiry duty pursuant to the CA Rule of Court 5.481(a)(3) to use reasonable diligence to find and inform the parent, Indian

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

custodian, or guardian that the court has ordered the parent, Indian custodian, or guardian to complete the ICWA-020 form.

e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.

f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.

g. Provide a written referral to the CDSS when FR services are not ordered (WIC ~~S~~**s**ection 361.5), when FR services are terminated due to an order by the court (WIC~~)~~ ~~S~~**s**ection 360**,** if applicable, or ~~S~~**s**ections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.

h. Until otherwise notified by the CDSS, ~~provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.~~ **provide a written summary of the Department of Justice criminal record clearance(s) for all prospective adoptive parent(s) and all other adults residing in the home, when requested by the CDSS.**

~~i. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.~~

~~j.~~ **i.** Work with the CDSS to prepare a report for the WIC ~~S~~**s**ection 366.26 hearing. The County social worker's portion of the report will include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) A review of the amount and nature of contact between the child and parent(s) since placement.

(3) A summary of current search efforts for any absent parent.

~~(4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for~~

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

~~seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).~~

~~(5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.~~

~~k.~~ **j.** Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.

~~l.~~ **k.** Retain case management responsibility until finalization of the adoption or dismissal of dependency.

(1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

~~(1)~~ **(2)** After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the ~~California Code of Regulations, Child Welfare Services Manual of Policies and Procedures~~ **MPP**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

~~m.~~ **l.** Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for WIC ~~S~~**s**ections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

~~n.~~ **m.** Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

~~o.~~ **n.** Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.

~~p.~~ **o.** Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.

~~q.~~ **p.** Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.

3. The CDSS Will:

   a. Assess the child with the County pursuant to WIC ~~S~~**s**ection 361.5(g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.

   b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~**s**ection 366.21, the 18-month review hearing required by WIC ~~S~~**s**ection 366.22, and the 24-month review hearing required by WIC ~~S~~**s**ection 366.25, as applicable.

   c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

      Provide a preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment shall contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.

   d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.

f. Provide assessment of the child before the WIC ~~S~~**s**ection 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

Provide documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

g. Work with the County to prepare a report for the WIC ~~S~~**s**ection 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.

h. Be available for contested WIC ~~S~~**s**ection 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

child **for** whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.

j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code ~~S~~**s**ection 8616.5.

k. Prepare the child for adoption. (This may or may not include a placement change.)

l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out of state.

m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.

n. Promptly notify the County of the date of adoptive placement and the date foster care payment is discontinued. These events may not necessarily occur on the same date.

o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to WIC ~~S~~**s**ection 366.26(j), until finalization of the adoption.

q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its**'** report whether the post adoption contact agreement is in the child's best interest.

r. Confirm in writing to the County that the adoption is finalized. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.

s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

t. Conduct other appropriate and necessary permanency planning activities as needed.

u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.

v. Pursuant to Title 22 CCR **sections**~~§~~ 89179(a), the adoption agency shall maintain adequate case records.

w. Provide post permanency services using the federal Adoption and Legal Guardianship (ALG) incentive payments program funds.

L. Services for the child after a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to WIC ~~S~~**s**ection 366.3(d).

b. Prior to placement, or as soon thereafter as possible, jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.

2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.

3. The County Will:

a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.

b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted will be needed.

c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

4. The CDSS Will:

   a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

   b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.

   c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the WIC ~~S~~**s**ection 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

      The case progress report may include:

      (1) A summary of contacts.

      (2) Adjustment of the child to the adoptive home.

      (3) Specific circumstances or problems that affect the child or the placement.

      (4) Progress made in the adoption process.

      (5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV: PROJECT REPRESENTATIVE

The Project Representatives during the term of this Agreement will be:

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County
Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

EXHIBIT A-1
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and the CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS will provide Family Evaluation services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): Definitions, 3-01; Forms, 3-02; RFA Program Requirements, 4-02(g); County Reporting Requirements, 4-03; Confidentiality, 4-04; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Family Evaluation, and changes that may affect the evaluation.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

B. As needed, communicate the general progress of the Family Evaluation that may affect the work provided by each Party, which includes the potential inability to complete the evaluation.

C. Establish mutually agreed upon timelines for the completion of the Family Evaluation.

D. Comply with the applicable laws and the RFA WD relevant to Family Evaluations.

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Family Evaluation.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. In the case of an Indian child, notify the Tribal representative(s) of the referral to the RO for a Family Evaluation. In the referral form to the RO, provide the Tribal representative(s) the RO contact information.

d. Provide all necessary documents as they become available to the RO to conduct a Family Evaluation, to include, but not limited to, RFA applications, home health and safety assessment, training records, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles records, and employment verifications.

e. Notify Resource Family applicants that the County may share confidential information with the CDSS to conduct a Family evaluation and that the CDSS will perform the evaluation for the County.

f. The County shall retain the closed Family Evaluation file in accordance with the retention policies as set forth in Article 10, section 10-05 of the RFA WD. Access to a copy of the Family Evaluation file shall be made available to the CDSS upon request in the event of audit, or as required or permitted by law.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

g. For each request of the Family Evaluation file, as noted in subsection (e) above, the County shall provide a copy of the file within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Family Evaluation to a CDSS Adoptions Specialist.

b. Conduct an evaluation of Resource Family applicants according to the WD 6-05: Family Evaluation. The evaluation is to be initiated within two weeks of being assigned.

c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WD 6-05(a)(2).

d. In the case of an Indian child, collaborate with the Tribal representative(s) to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative(s) as specified in RFA WD 6-05(a), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

e. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary.

Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

f. Prepare a written Family Evaluation that includes an evaluation of the information obtained during the evaluation of the Resource Family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the evaluation.

g. Provide the County with the written Family Evaluation report within 60 days of receipt of the referral, with priority for completed evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

h. Ensure all records provided to the CDSS by the County and all information obtained and used to conduct a Family Evaluation are kept confidential as specified in RFA WD 4-04: Confidentiality.

i. Provide a copy of the Family Evaluation file upon request of the County staff responsible for the provision of RFA services.

j. Provide an Adoptions Specialist to testify as to the Family Evaluation if the results of an evaluation are at issue during an administrative hearing.

k. Absent pending litigation or other good cause identified by the CDSS shall retain the records of the Family Evaluation for 90 days after an evaluation is provided to the County.

Thereafter, the original Family Evaluation file shall be securely delivered to the County and a copy shall be made and maintained by the CDSS for five years pursuant to the RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

1. **Conflict of Interest:**

   a. **The Adoptions Specialist conducting Family Evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.**

   b. **The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.**

      If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Family Evaluation to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

The Project Representatives during the term of this Agreement will be:

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Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

EXHIBIT A-2
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Home Health and Safety Assessment services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): 6-02: Home Environment Assessment, paragraph (a)(2); Form: Resource Family Home Health and Safety Assessment Checklist (RFA-03) and required summary.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Home Health and Safety Assessment, and changes that may affect the assessment.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

B. As needed, communicate the general progress of the Home Health and Safety Assessment that may affect the work provided by each Party, which includes the potential inability to complete the assessment within 60 days.

C. Establish mutually agreed upon timelines for the completion of the Home, Health, and Safety Assessment when such cannot be completed within 60 days.

D. Comply with the applicable laws and the RFA WD relevant Home Health and Safety Assessments.

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Home Health and Safety Assessment.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. Notify Resource Family applicants that the CDSS will perform the Home, Health, and Safety Assessment for the County.

d. In the case of an Indian child, notify the Tribal representative of the Home Health and Safety Assessment referral to the RO. Provide the Tribal representative contact information to the RO, and a copy of the RFA 03 form for review.

e. Conduct the background checks and related activities as described in the RFA WD: 6-03A.

f. For items identified as incomplete or "Follow Up Needed" on the RFA 03 form, the County shall be responsible for verifying completion prior to approval of the Resource Family.

g. The County shall retain the closed Home Health and Safety Assessment file in accordance with the retention policies set forth in the RFA WD: Article 10,10-05.

(1) A copy of the Home Health and Safety Assessment section of the Resource Family file shall be made available to the CDSS upon request due to a review or audit, or as required by law, or court order.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

(2) For each request of the Home Health and Safety Assessment, the County shall provide a copy within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Home Health and Safety Assessment to a Adoptions Specialist.

b. Conduct a Home Health and Safety Assessment according to the RFA WD: 6-02(a)(2). The assessment is to include a health and safety assessment of the home and grounds, outdoor activity space, storage areas of the applicant's home, and a completed Resource Family Home Health and Safety Assessment Checklist (RFA-03) form. The determination of compliance with certain sections of Article 11 of the RFA WD and if applicable, 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.

c. In the case of an Indian child, collaborate with the Tribal representative to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative as specified in the RFA WD: 6-02(b), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

d. Prepare a summary of the Home Health and Safety Assessment in a written format that includes an evaluation of the information obtained of the assessment of the resource family applicant's home and property, e.g., if there are items that needed to be repaired or purchased.

e. The CDSS will provide the County the written summary report and the completed original RFA-03 form, within 60 days of receipt of the referral from the County.

f. Ensure all records provided to the CDSS by the County, and all information obtained and used to conduct a Home Health and Safety Assessment are kept confidential as specified in the RFA WD 4-04: Confidentiality.

g. Provide for a copy of the Home Health and Safety Assessment file upon request of the County staff responsible for the provision of RFA services.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

h. Provide an Adoptions Specialist to testify as to the Home Health and Safety Assessment if the results of an assessment are at issue during an administrative hearing.

i. Absent pending litigation or other good cause identified by the CDSS shall retain the records of Home Health and Safety Assessment for 90 days after an assessment is provided to the County. Thereafter, the original Home Health and Safety Assessment file shall be securely delivered to the County. A copy shall be made and maintained by the CDSS for five years, pursuant to RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

1. Conflict of Interest:

a. The Adoptions Specialist conducting Home Health and Safety Assessment shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.

b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

(1) If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Home Health and Safety Assessment to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

The Project Representatives during the term of this Agreement will be:

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

REVISED EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Indemnification

   a. Claims Arising from Acts or Omissions of the County of Colusa

   The County of Colusa (hereinafter collectively referred as the County), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

   b. Claims Arising from Acts or Omissions of the California Department of Social Services

   The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this contract. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship of the Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Contract does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit D) **for** ~~from~~ the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Exhibit D, incorporated herein by reference.

4. Maintenance of Records

   The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention of Records for Audit Purposes

The CDSS shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to ensure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title to Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, ~~S~~**s**ections 1090 through 1099 and ~~S~~**s**ections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

9. Change in Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time is of the Essence

Time is of the essence for the performance of the services of this Contract. Each Party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

11. Time

Each of the Parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither Party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

13. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code ~~S~~**s**ection 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

15. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Contract

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this Contract within the meaning of California Civil Code ~~S~~**s**ection 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

18. Entire Contract

This Contract is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

19. Budget Statement

a. Agency Adoption Services

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of $6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the $6 million general fund was based on a percent to total ~~of~~ **share of open cases as of July 2011 within** ~~each county's specific combined 12-year average of child and family referrals to~~ the CDSS' Adoptions Regional Offices that ~~have been providing~~ **had provided** Agency adoption services to these counties.

b. Adoption and Legal Guardianship Incentive Payments

The Adoption and Legal Guardianship (ALG) Incentive Payments program provides payment of adoption incentive funds to counties for increasing the number of children adopted from the public foster care system as well as incentive payments for exits from foster care to legal guardianship. This funding is allocated to counties for the following categories: adoptions, guardianship, pre-adolescent adoption and guardianship, older child adoption and guardianship. The provisions in Welfare and Institutions Code section 16131.5 (b) and (c) states the department, when it serves or acts as the adoption agency for a county, shall use adoption and guardianship incentive payment funds to improve or sustain legal permanency outcomes for older children.

(1) The adoption incentive payments received upon appropriation by the Legislature in the annual Budget Act or another statute, shall be allocated by the State Department of Social Services to the department for a county in which the department serves or acts as an adoption agency for a county, based on documented increases in legal permanency outcomes for older children achieved by each county, as determined by the department and in consultation with counties.

(2) As stated in CFL 22/23-86 a total of $372,655 is set aside from the allocations of counties that contract with CDSS to conduct post adoption services on their behalf.

c. Resource Family Approval Family Evaluations and Home Health and Safety Assessments.

(1) During the term of this Agreement, and as the State Budget Act allows, the CDSS and the County may approve increases in the service levels for Resource Family

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

Approval (RFA) Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS and increase the amount that the County shall pay the CDSS from the County's General Fund RFA allocation and the LRF.

(a) If the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the RFA program, the RFA services stated in this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

(b) If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the CDSS shall have the option to either cancel the RFA services stated in this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

(2) It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

(a) The RFA services stated in this Agreement are valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of the RFA program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of RFA services stated in this Agreement in any manner.

(b) It is mutually agreed that if the Congress does not appropriate sufficient funds for the RFA services stated in this Agreement shall be amended to reflect any reduction in funds.

(c) The CDSS, at its option, may terminate the RFA services stated in this Agreement upon 30-day's notice, or to amend the RFA services stated in this Agreement to reflect any reduction in Federal funds.

~~a.~~ **d. Agency Adoption Services** Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a weekly cost per case basis of $62 based on the county specific distribution provided in CFL No. 11/12-18. **If a specific distribution was not listed for the county, the weekly cost will be $62 per case**. The CDSS will invoice the County quarterly the total cost for each active ~~child case and each family case~~ **adoption case** referred to the CDSS' Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Forty-Four Thousand, Nine Hundred and Seventy-Eight Dollars ($44,978), **the amount of the allocation received by the County or amount negotiated by the county without an allocation** in any Fiscal Year.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

e. Resource Family Approval Family Evaluations Invoicing

(1) The CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

(2) The CDSS shall track each Family Evaluation and invoice for the non-federal share of $2,020.00 per each Family Evaluation. The estimated cost to complete each Family Evaluation is $2,748.00. The total amount to be claimed is up to but not exceeding Twenty Thousand and Two Hundred dollars ($20,200.00) per fiscal year. The federal funds share is $728.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.

(3) The County shall pay the CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

(4) If it is determined by the CDSS that the average family evaluation greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to the CDSS may be increased for the next fiscal year(s).

(5) If the Exhibit A-1 identifies that the CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in (b) (ii), above.

f. Resource Family Approval Home Health and Safety Assessments Invoicing

(1) The CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

(2) The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of $569.00 per each Home Health and Safety Assessment. The estimated cost to complete each Home, Health and Safety Assessment is $774.00. The federal funds share is $205.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

(3) The County shall pay the CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

(4) If it is determined by the CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

(5) If the Exhibit A-2 identifies that the CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in (c)(ii), above.

g. The County shall be responsible for payment of the Resource Family Approval Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS in accordance with rates stated in (b) and (c) from the following sources and in the following order:

(1) General Fund Resource Family Approval allocation (if such exists in the State Budget).

(2) The County's 2011 Realignment LRF.

(3) Other County funds.

h. If the County receives services in excess of $750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

20. Term of Contract

Subject to earlier termination as provided for in number 21 below, the term of this Contract shall commence on July 1, 2021 and continue in full force and effect for five (5) years, hereinafter referred to as the "Initial Term". Thereafter, this Contract shall automatically renew for successive three (3) year periods unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Initial Term, or any renewal thereof, that it does not wish to extend this Contract. The Initial Term and any renewal are collectively referred to as the "Contract Term."

To ensure that the Contract continues to reflect current law and services being provided through the Initial Term and renewals, it is the intent of the Parties that the terms and conditions of the Contract be reviewed and, where necessary, amended at the end of the Initial Term and upon each subsequent renewal without allowing the Contract to terminate or expire.

21. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 22 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

22. Notice

Notices to the Parties in connection with the administration of this Contract shall be given to the Parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~page 9,~~ S**s**ection IV.

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in S**s**ection IV, with first-class postage fully prepaid; or

c. On the day the notice is transmitted by email to the email address as specified in S**s**ection IV, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative as specified in S**s**ection IV, on the same day as the email is sent.

23. Partial Invalidity

Should any part, term, portion, or provision of this Contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

24. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~Page 9,~~ ~~in~~ S**s**ection IV.

25. Waiver

Waiver by either Party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Contract. However, neither Party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

26. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

27. Binding on Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the Parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

28. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

29. Independent Advice

Each Party represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such Party willingly foregoes any such consultation.

30. No Reliance on Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Contact, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

31. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

32. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

33. Confidentiality

The CDSS and County staff will comply with the provision of ~~W&IC~~ **WIC** ~~S~~**s**ection 10850 and Family Code ~~S~~**s**ection 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

The County and CDSS' Adoptions Regional Office will each maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform all of its employees,

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

34. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Contract to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

36. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, ~~S~~**s**ection 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-~~31~~ **521**, Sacramento, CA 95814.

37. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

38. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

39. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

40. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

41. Identifying Agreed Upon Changes to the Contract Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract agreement to be deleted by the amendment and no longer applicable to the Contract agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov Code section 900, et. seq.). File Government Claim for Eligible Compensation (ca.gov) | gcinfo@dgs.ca.gov

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program (Gov Code section 900, et. seq.). File Government Claim for Eligible Compensation (ca.gov)

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Devon Lima-Mitchell
Insurance Analyst
Office of Risk & Insurance Management
Tel: 279.799.3856
Devon.LimaMitchell@dgs.ca.gov

For auto liability claim-related inquiries, please contact State Motor Vehicle Liability Self-Insurance Program (VELSIP)
Tel 800.900.3634 | claims@dgs.ca.gov

For all other, non-auto liability claim inquiries, please contact Government Claims Program
Tel (800) 955-0045 | gcinfo@dgs.ca.gov

For an updated letter of self-insurance, please email request to riskmanagement@dgs.ca.gov

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self- insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Devon Lima-Mitchell
Insurance Analyst
Office of Risk & Insurance Management
Tel: 279.799.3856
Devon.LimaMitchell@dgs.ca.gov

For auto liability claim-related inquiries, please contact State Motor Vehicle Liability Self-Insurance Program (VELSIP)
Tel 800.900.3634 | claims@dgs.ca.gov

For all other, non-auto liability claim inquiries, please contact Government Claims Program
Tel (800) 955-0045 | gcinfo@dgs.ca.gov

For an updated letter of self-insurance, please email request to riskmanagement@dgs.ca.gov

Attachment: 21-5065 A1 Revised Exhibit B (10037 : Agreement Amendment for Adoption Services with California Department of Social

COUNTY OF COLUSA seeks to retain services from the CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)

CDSS agrees to provide Colusa County pursuant to the terms of this agreement.

- ☒ **Agency Adoption Services – Exhibit A**
- ☒ **Resource Family Approval Family Evaluations – Exhibit A-1**
- ☐ **Resource Family Approval Home Health and Safety Assessments – Exhibit A-2**
- ☒ **General Terms and Conditions – Exhibit B**

IN WITNESS WHEREOF, the Parties hereunto have executed this Contract on the date written below.

COUNTY OF COLUSA:	**CONTRACTOR:**
By:	**By:**
Date: 5/21/24	**Date:**

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

By _____, Deputy

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

EXHIBIT A
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to Colusa County Department of Health and Human Services, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (WIC) ~~S~~section 16130 and in accordance with Title 22 California Code of Regulations (CCR) ~~S~~sections 35127.1 through 35231. The CDSS will provide the following adoption services:

A. Consult and review of children in out of home care who need permanence through adoption.

B. Assess and provide a written analysis of the adoptability of a child pursuant to WIC ~~S~~sections 361.5, 366.21, 366.22 or 366.25.

C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.

D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.

E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court, when applicable.

F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the WIC ~~S~~section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.

G. Match and place children for adoption with a licensed or approved caregiver.

H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.

I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the ~~California Code of~~

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

~~Regulations, Child Welfare Services~~ **CDSS** Manual of Policies and Procedures **(MPP)**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

(2) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

J. Supervise adoptive placements until finalization and provide post adoptive placement services to families.

K. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., WIC ~~S~~sections 16115-16123 and Title 22 CCR ~~S~~section 35325 et seq).

L. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Promote permanence for children who are in out of home care.

B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out of home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, licensing or Resource Family Approval (RFA) written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.

C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.

D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.

E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.

G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.

H. Ensure payment of AAP benefits in compliance with Title 22 CCR ~~S~~section 35325 et seq.

I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.

J. Provide other appropriate and necessary coordination as needed.

K. Services for the child before a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess the child pursuant to WIC ~~S~~section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~section 366.21, the 18-month review hearing required by WIC ~~S~~section 366.22, and the 24-month review hearing required by WIC ~~S~~section 366.25, as appropriate.

c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

2. The County Will:

a. Complete the RFA application approvals.

b. Refer children in out of home care for a joint assessment prior to FR services being terminated.

c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including dates and

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

places of marriage and divorce. ~~Also, obtain birth records on the child as soon as possible.~~

Obtain birth records on the child as soon as possible.

d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete **the** process of notifying all possible tribes and documenting this in court. **All required forms are to be completed pursuant to CA Rule of Court 5.481; 25 C.F.R. §23.107(c); Family Code sections 177(a) and 180; Probate Code sections 1459.5(b) and 1460.2; and WIC sections 224.2 and 224.3. The county shall provide, to the CDSS, copies of the court filed Judicial Council forms: ICWA-010(A) (Indian Child Inquiry Attachment), ICWA-030 (Notice of Child Custody Proceeding for Indian Child) and ICWA-020 (Parental Notification of Indian Status).**

(1) Inquiry should be thoroughly documented in the case file and on the ICWA-010(A) form.

(2) When there is reason to know the child is or may be an Indian child, the ICWA-030 form shall be completed.

There is "reason to know" the child is an Indian child whenever anyone informs the court or agency that the child is an Indian child, the residence or domicile of the child or parents or Indian custodian is on a reservation or in an Alaska Native village, anyone informs the court or agency that it has information indicating the child is an Indian child, the child is or has been under the jurisdiction of a tribal court, or the child or parent(s) possess an identification card indicating membership or citizenship in an Indian tribe. The ICWA-030 form must be completed anytime there is reason to know the child is an Indian child, even if a Tribe confirms informally that a child is eligible for membership.

(3) Parents or guardians must complete the ICWA-020 form at their first court appearance).

If the parent, Indian custodian, or guardian does not appear at the first hearing, or is unavailable at the initiation of a proceeding, the court must order the person or entity that has the inquiry duty pursuant to the CA Rule of Court 5.481(a)(3) to use reasonable diligence to find and inform the parent, Indian

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

custodian, or guardian that the court has ordered the parent, Indian custodian, or guardian to complete the ICWA-020 form.

e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.

f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.

g. Provide a written referral to the CDSS when FR services are not ordered (WIC ~~S~~**s**ection 361.5), when FR services are terminated due to an order by the court (WIC~~)~~ ~~S~~**s**ection 360**,** if applicable, or ~~S~~**s**ections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.

h. Until otherwise notified by the CDSS, ~~provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.~~ **provide a written summary of the Department of Justice criminal record clearance(s) for all prospective adoptive parent(s) and all other adults residing in the home, when requested by the CDSS.**

~~i. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.~~

~~j.~~ **i.** Work with the CDSS to prepare a report for the WIC ~~S~~**s**ection 366.26 hearing. The County social worker's portion of the report will include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) A review of the amount and nature of contact between the child and parent(s) since placement.

(3) A summary of current search efforts for any absent parent.

~~(4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for~~

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

~~seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).~~

~~(5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.~~

~~k.~~ **j.** Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.

~~l.~~ **k.** Retain case management responsibility until finalization of the adoption or dismissal of dependency.

(1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

~~(1)~~ **(2)** After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the ~~California Code of Regulations, Child Welfare Services Manual of Policies and Procedures~~ **MPP**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

~~m.~~ **l.** Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for WIC ~~S~~sections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

~~n.~~ **m.** Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

~~o.~~ **n.** Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.

~~p.~~ **o.** Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.

~~q.~~ **p.** Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.

3. The CDSS Will:

   a. Assess the child with the County pursuant to WIC ~~S~~**s**ection 361.5(g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.

   b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~**s**ection 366.21, the 18-month review hearing required by WIC ~~S~~**s**ection 366.22, and the 24-month review hearing required by WIC ~~S~~**s**ection 366.25, as applicable.

   c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

      Provide a preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment shall contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.

   d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.

f. Provide assessment of the child before the WIC ~~S~~s~~s~~ection 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

Provide documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

g. Work with the County to prepare a report for the WIC ~~S~~s~~s~~ection 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.

h. Be available for contested WIC ~~S~~s~~s~~ection 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

child **for** whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.

j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code ~~S~~**s**ection 8616.5.

k. Prepare the child for adoption. (This may or may not include a placement change.)

l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out of state.

m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.

n. Promptly notify the County of the date of adoptive placement and the date foster care payment is discontinued. These events may not necessarily occur on the same date.

o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to WIC ~~S~~**s**ection 366.26(j), until finalization of the adoption.

q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its**'** report whether the post adoption contact agreement is in the child's best interest.

r. Confirm in writing to the County that the adoption is finalized. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.

s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

t. Conduct other appropriate and necessary permanency planning activities as needed.

u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.

v. Pursuant to Title 22 CCR **sections**~~§~~ 89179(a), the adoption agency shall maintain adequate case records.

w. Provide post permanency services using the federal Adoption and Legal Guardianship (ALG) incentive payments program funds.

L. Services for the child after a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to WIC ~~S~~section 366.3(d).

b. Prior to placement, or as soon thereafter as possible, jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.

2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.

3. The County Will:

a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.

b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted will be needed.

c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

4. The CDSS Will:

   a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

   b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.

   c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the WIC ~~S~~section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

      The case progress report may include:

      (1) A summary of contacts.

      (2) Adjustment of the child to the adoptive home.

      (3) Specific circumstances or problems that affect the child or the placement.

      (4) Progress made in the adoption process.

      (5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV: PROJECT REPRESENTATIVE

The Project Representatives during the term of this Agreement will be:

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County
Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

EXHIBIT A-1
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and the CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS will provide Family Evaluation services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): Definitions, 3-01; Forms, 3-02; RFA Program Requirements, 4-02(g); County Reporting Requirements, 4-03; Confidentiality, 4-04; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Family Evaluation, and changes that may affect the evaluation.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

B. As needed, communicate the general progress of the Family Evaluation that may affect the work provided by each Party, which includes the potential inability to complete the evaluation.

C. Establish mutually agreed upon timelines for the completion of the Family Evaluation.

D. Comply with the applicable laws and the RFA WD relevant to Family Evaluations.

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Family Evaluation.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. In the case of an Indian child, notify the Tribal representative(s) of the referral to the RO for a Family Evaluation. In the referral form to the RO, provide the Tribal representative(s) the RO contact information.

d. Provide all necessary documents as they become available to the RO to conduct a Family Evaluation, to include, but not limited to, RFA applications, home health and safety assessment, training records, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles records, and employment verifications.

e. Notify Resource Family applicants that the County may share confidential information with the CDSS to conduct a Family evaluation and that the CDSS will perform the evaluation for the County.

f. The County shall retain the closed Family Evaluation file in accordance with the retention policies as set forth in Article 10, section 10-05 of the RFA WD. Access to a copy of the Family Evaluation file shall be made available to the CDSS upon request in the event of audit, or as required or permitted by law.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

g. For each request of the Family Evaluation file, as noted in subsection (e) above, the County shall provide a copy of the file within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Family Evaluation to a CDSS Adoptions Specialist.

b. Conduct an evaluation of Resource Family applicants according to the WD 6-05: Family Evaluation. The evaluation is to be initiated within two weeks of being assigned.

c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WD 6-05(a)(2).

d. In the case of an Indian child, collaborate with the Tribal representative(s) to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative(s) as specified in RFA WD 6-05(a), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

e. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary.

Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

f. Prepare a written Family Evaluation that includes an evaluation of the information obtained during the evaluation of the Resource Family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the evaluation.

g. Provide the County with the written Family Evaluation report within 60 days of receipt of the referral, with priority for completed evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

h. Ensure all records provided to the CDSS by the County and all information obtained and used to conduct a Family Evaluation are kept confidential as specified in RFA WD 4-04: Confidentiality.

i. Provide a copy of the Family Evaluation file upon request of the County staff responsible for the provision of RFA services.

j. Provide an Adoptions Specialist to testify as to the Family Evaluation if the results of an evaluation are at issue during an administrative hearing.

k. Absent pending litigation or other good cause identified by the CDSS shall retain the records of the Family Evaluation for 90 days after an evaluation is provided to the County.

Thereafter, the original Family Evaluation file shall be securely delivered to the County and a copy shall be made and maintained by the CDSS for five years pursuant to the RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

1. **Conflict of Interest:**

   a. **The Adoptions Specialist conducting Family Evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.**

   b. **The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.**

      If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Family Evaluation to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

The Project Representatives during the term of this Agreement will be:

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

EXHIBIT A-2
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Home Health and Safety Assessment services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): 6-02: Home Environment Assessment, paragraph (a)(2); Form: Resource Family Home Health and Safety Assessment Checklist (RFA-03) and required summary.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Home Health and Safety Assessment, and changes that may affect the assessment.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

B. As needed, communicate the general progress of the Home Health and Safety Assessment that may affect the work provided by each Party, which includes the potential inability to complete the assessment within 60 days.

C. Establish mutually agreed upon timelines for the completion of the Home, Health, and Safety Assessment when such cannot be completed within 60 days.

D. Comply with the applicable laws and the RFA WD relevant Home Health and Safety Assessments.

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Home Health and Safety Assessment.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. Notify Resource Family applicants that the CDSS will perform the Home, Health, and Safety Assessment for the County.

d. In the case of an Indian child, notify the Tribal representative of the Home Health and Safety Assessment referral to the RO. Provide the Tribal representative contact information to the RO, and a copy of the RFA 03 form for review.

e. Conduct the background checks and related activities as described in the RFA WD: 6-03A.

f. For items identified as incomplete or "Follow Up Needed" on the RFA 03 form, the County shall be responsible for verifying completion prior to approval of the Resource Family.

g. The County shall retain the closed Home Health and Safety Assessment file in accordance with the retention policies set forth in the RFA WD: Article 10,10-05.

(1) A copy of the Home Health and Safety Assessment section of the Resource Family file shall be made available to the CDSS upon request due to a review or audit, or as required by law, or court order.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

(2) For each request of the Home Health and Safety Assessment, the County shall provide a copy within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Home Health and Safety Assessment to a Adoptions Specialist.

b. Conduct a Home Health and Safety Assessment according to the RFA WD: 6-02(a)(2). The assessment is to include a health and safety assessment of the home and grounds, outdoor activity space, storage areas of the applicant's home, and a completed Resource Family Home Health and Safety Assessment Checklist (RFA-03) form. The determination of compliance with certain sections of Article 11 of the RFA WD and if applicable, 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.

c. In the case of an Indian child, collaborate with the Tribal representative to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative as specified in the RFA WD: 6-02(b), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

d. Prepare a summary of the Home Health and Safety Assessment in a written format that includes an evaluation of the information obtained of the assessment of the resource family applicant's home and property, e.g., if there are items that needed to be repaired or purchased.

e. The CDSS will provide the County the written summary report and the completed original RFA-03 form, within 60 days of receipt of the referral from the County.

f. Ensure all records provided to the CDSS by the County, and all information obtained and used to conduct a Home Health and Safety Assessment are kept confidential as specified in the RFA WD 4-04: Confidentiality.

g. Provide for a copy of the Home Health and Safety Assessment file upon request of the County staff responsible for the provision of RFA services.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

h. Provide an Adoptions Specialist to testify as to the Home Health and Safety Assessment if the results of an assessment are at issue during an administrative hearing.

i. Absent pending litigation or other good cause identified by the CDSS shall retain the records of Home Health and Safety Assessment for 90 days after an assessment is provided to the County. Thereafter, the original Home Health and Safety Assessment file shall be securely delivered to the County. A copy shall be made and maintained by the CDSS for five years, pursuant to RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

1. Conflict of Interest:

a. The Adoptions Specialist conducting Home Health and Safety Assessment shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.

b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

(1) If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Home Health and Safety Assessment to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

The Project Representatives during the term of this Agreement will be:

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County
Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the Project Representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

REVISED EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Indemnification

   a. Claims Arising from Acts or Omissions of the County of Colusa

      The County of Colusa (hereinafter collectively referred as the County), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

   b. Claims Arising from Acts or Omissions of the California Department of Social Services

      The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this contract. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship of the Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Contract does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit D) **for** ~~from~~ the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Exhibit D, incorporated herein by reference.

4. Maintenance of Records

   The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention of Records for Audit Purposes

The CDSS shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to ensure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title to Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, ~~S~~sections 1090 through 1099 and ~~S~~sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

9. Change in Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time is of the Essence

Time is of the essence for the performance of the services of this Contract. Each Party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

11. Time

Each of the Parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither Party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

13. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code ~~S~~section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

15. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Contract

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this Contract within the meaning of California Civil Code ~~S~~section 1654.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

18. Entire Contract

This Contract is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

19. Budget Statement

a. Agency Adoption Services

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of $6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the $6 million general fund was based on a percent to total ~~of~~ **share of open cases as of July 2011 within** ~~each county's specific combined 12-year average of child and family referrals to~~ the CDSS' Adoptions Regional Offices that ~~have been providing~~ **had provided** Agency adoption services to these counties.

~~a.~~ **b. Agency Adoption Services** Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a weekly cost per case basis of $62 based on the county specific distribution provided in CFL No. 11/12-18. **If a specific distribution was not listed for the county, the weekly cost will be $62 per case**. The CDSS will invoice the County quarterly the total cost for each active ~~child case and each family case~~ **adoption case** referred to the CDSS' Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Forty-Four Thousand, Nine Hundred and Seventy-Eight Dollars ($44,978), **the amount of the allocation received by the County or amount negotiated by the county without an allocation** in any Fiscal Year.

c. Resource Family Approval Family Evaluations Invoicing

(1) The CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

(2) The CDSS shall track each Family Evaluation and invoice for the non-federal share of $2,020.00 per each Family Evaluation. The estimated cost to complete each Family Evaluation is $2,748.00. The total amount to be claimed is up to but not exceeding Twenty Thousand and Two Hundred dollars ($20,200.00) per fiscal year. The federal funds share is $728.00. The CDSS shall not invoice for the

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.

(3) The County shall pay the CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

(4) If it is determined by the CDSS that the average family evaluation greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to the CDSS may be increased for the next fiscal year(s).

(5) If the Exhibit A-1 identifies that the CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in (b) (ii), above.

d. Resource Family Approval Home Health and Safety Assessments Invoicing

(1) The CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

(2) The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of $569.00 per each Home Health and Safety Assessment. The estimated cost to complete each Home, Health and Safety Assessment is $774.00. The federal funds share is $205.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

(3) The County shall pay the CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

(4) If it is determined by the CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

(5) If the Exhibit A-2 identifies that the CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in (c)(ii), above.

e. The County shall be responsible for payment of the Resource Family Approval Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS in accordance with rates stated in (b) and (c) from the following sources and in the following order:

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

(1) General Fund Resource Family Approval allocation (if such exists in the State Budget).

(2) The County's 2011 Realignment LRF.

(3) Other County funds.

f. If the County receives services in excess of $750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

g. Adoption and Legal Guardianship Incentive Payments

The Adoption and Legal Guardianship (ALG) Incentive Payments program provides payment of adoption incentive funds to counties for increasing the number of children adopted from the public foster care system as well as incentive payments for exits from foster care to legal guardianship. This funding is allocated to counties for the following categories: adoptions, guardianship, pre-adolescent adoption and guardianship, older child adoption and guardianship. The provisions in Welfare and Institutions Code section 16131.5 (b) and (c) states the department, when it serves or acts as the adoption agency for a county, shall use adoption and guardianship incentive payment funds to improve or sustain legal permanency outcomes for older children.

(1) The adoption incentive payments received upon appropriation by the Legislature in the annual Budget Act or another statute, shall be allocated by the State Department of Social Services to the department for a county in which the department serves or acts as an adoption agency for a county, based on documented increases in legal permanency outcomes for older children achieved by each county, as determined by the department and in consultation with counties.

(2) As stated in CFL 22/23-86 a total of $372,655 is set aside from the allocations of counties that contract with CDSS to conduct post adoption services on their behalf.

h. Resource Family Approval Family Evaluations and Home Health and Safety Assessments.

During the term of this Agreement, and as the State Budget Act allows, the CDSS and the County may approve increases in the service levels for Resource Family Approval (RFA) Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS and increase the amount that the County shall pay the CDSS from the County's General Fund RFA allocation and the LRF.

(1) If the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the RFA program, the RFA services stated in this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

(2) If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the CDSS shall have the option to either cancel the RFA services stated in this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

i. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

(1) The RFA services stated in this Agreement are valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of the RFA program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of RFA services stated in this Agreement in any manner.

(2) It is mutually agreed that if the Congress does not appropriate sufficient funds for the RFA services stated in this Agreement shall be amended to reflect any reduction in funds.

(3) The CDSS, at its option, may terminate the RFA services stated in this Agreement upon 30-day's notice, or to amend the RFA services stated in this Agreement to reflect any reduction in Federal funds.

20. Term of Contract

Subject to earlier termination as provided for in number 21 below, the term of this Contract shall commence on July 1, 2021 and continue in full force and effect for five (5) years, hereinafter referred to as the "Initial Term". Thereafter, this Contract shall automatically renew for successive three (3) year periods unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Initial Term, or any renewal thereof, that it does not wish to extend this Contract. The Initial Term and any renewal are collectively referred to as the "Contract Term."

To ensure that the Contract continues to reflect current law and services being provided through the Initial Term and renewals, it is the intent of the Parties that the terms and conditions of the Contract be reviewed and, where necessary, amended at the end of the Initial Term and upon each subsequent renewal without allowing the Contract to terminate or expire.

21. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 22 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

22. Notice

Notices to the Parties in connection with the administration of this Contract shall be given to the Parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~page 9,~~ ~~S~~**s**ection IV.

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in ~~S~~**s**ection IV, with first-class postage fully prepaid; or

c. On the day the notice is transmitted by email to the email address as specified in ~~S~~**s**ection IV, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative as specified in ~~S~~**s**ection IV, on the same day as the email is sent.

23. Partial Invalidity

Should any part, term, portion, or provision of this Contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

24. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~Page 9, in~~ ~~S~~**s**ection IV.

25. Waiver

Waiver by either Party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Contract. However, neither Party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

26. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

27. Binding on Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the Parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

28. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

29. Independent Advice

Each Party represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such Party willingly foregoes any such consultation.

30. No Reliance on Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Contact, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

31. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

32. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

33. Confidentiality

The CDSS and County staff will comply with the provision of ~~W&IC~~ **WIC** ~~S~~**s**ection 10850 and Family Code ~~S~~**s**ection 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

The County and CDSS' Adoptions Regional Office will each maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

34. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Contract to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

36. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, ~~S~~section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-~~31~~ **521**, Sacramento, CA 95814.

37. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

38. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

39. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

40. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

41. Identifying Agreed Upon Changes to the Contract Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract agreement to be deleted by the amendment and no longer applicable to the Contract agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov Code section 900, et. seq.). File Government Claim for Eligible Compensation (ca.gov) | gcinfo@dgs.ca.gov

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program (Gov Code section 900, et. seq.). File Government Claim for Eligible Compensation (ca.gov)

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Devon Lima-Mitchell
Insurance Analyst
Office of Risk & Insurance Management
Tel: 279.799.3856
Devon.LimaMitchell@dgs.ca.gov

For auto liability claim-related inquiries, please contact State Motor Vehicle Liability Self-Insurance Program (VELSIP)
Tel 800.900.3634 | claims@dgs.ca.gov

For all other, non-auto liability claim inquiries, please contact Government Claims Program
Tel (800) 955-0045 | gcinfo@dgs.ca.gov

For an updated letter of self-insurance, please email request to riskmanagement@dgs.ca.gov

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self- insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Devon Lima-Mitchell
Insurance Analyst
Office of Risk & Insurance Management
Tel: 279.799.3856
Devon.LimaMitchell@dgs.ca.gov

For auto liability claim-related inquiries, please contact State Motor Vehicle Liability Self-Insurance Program (VELSIP)
Tel 800.900.3634 | claims@dgs.ca.gov

For all other, non-auto liability claim inquiries, please contact Government Claims Program
Tel (800) 955-0045 | gcinfo@dgs.ca.gov

For an updated letter of self-insurance, please email request to riskmanagement@dgs.ca.gov

Attachment: C24-063 PENDING Amendment with CDSS (10037 : Agreement Amendment for Adoption Services with California Department of

EXHIBIT A
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to Colusa County Department of Health and Human Services, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (WIC) ~~S~~section 16130 and in accordance with Title 22 California Code of Regulations (CCR) ~~S~~sections 35127.1 through 35231. The CDSS will provide the following adoption services:

A. Consult and review of children in out of home care who need permanence through adoption.

B. Assess and provide a written analysis of the adoptability of a child pursuant to WIC ~~S~~sections 361.5, 366.21, 366.22 or 366.25.

C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.

D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.

E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court, when applicable.

F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the WIC ~~S~~section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.

G. Match and place children for adoption with a licensed or approved caregiver.

H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.

I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

(2) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the ~~California Code of Regulations,~~

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

~~Child Welfare Services~~ **CDSS** Manual of Policies and Procedures **(MPP)**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

J. Supervise adoptive placements until finalization and provide post adoptive placement services to families.

K. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., WIC ~~S~~sections 16115-16123 and Title 22 CCR ~~S~~section 35325 et seq).

L. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Promote permanence for children who are in out of home care.

B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out of home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, licensing or Resource Family Approval (RFA) written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.

C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.

D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.

E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.

F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.

G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.

H. Ensure payment of AAP benefits in compliance with Title 22 CCR ~~S~~section 35325 et seq.

I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

J. Provide other appropriate and necessary coordination as needed.
K. Services for the child before a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess the child pursuant to WIC ~~S~~section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~section 366.21, the 18-month review hearing required by WIC ~~S~~section 366.22, and the 24-month review hearing required by WIC ~~S~~section 366.25, as appropriate.

c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

2. The County Will:

a. Complete the RFA application approvals.

b. Refer children in out of home care for a joint assessment prior to FR services being terminated.

c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including dates and places of marriage and divorce. ~~Also, obtain birth records on the child as soon as possible.~~

(1) Obtain birth records on the child as soon as possible.

d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete **the** process of notifying all possible tribes and documenting this in court. **All required forms are to be completed pursuant to CA Rule of Court 5.481; 25 C.F.R. §23.107(c); Family Code sections 177(a) and 180; Probate Code sections 1459.5(b) and 1460.2; and WIC sections 224.2 and 224.3. The county shall provide, to the CDSS, copies of the court filed Judicial Council forms: ICWA-010(A) (Indian Child Inquiry Attachment), ICWA-030 (Notice of Child Custody Proceeding for Indian Child) and ICWA-020 (Parental Notification of Indian Status).**

(1) Inquiry should be thoroughly documented in the case file and on the ICWA-010(A) form.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

(2) When there is reason to know the child is or may be an Indian child, the ICWA-030 form shall be completed.

i. There is "reason to know" the child is an Indian child whenever anyone informs the court or agency that the child is an Indian child, the residence or domicile of the child or parents or Indian custodian is on a reservation or in an Alaska Native village, anyone informs the court or agency that it has information indicating the child is an Indian child, the child is or has been under the jurisdiction of a tribal court, or the child or parent(s) possess an identification card indicating membership or citizenship in an Indian tribe. The ICWA-030 form must be completed anytime there is reason to know the child is an Indian child, even if a Tribe confirms informally that a child is eligible for membership.

(3) Parents or guardians must complete the ICWA-020 form at their first court appearance).

i. If the parent, Indian custodian, or guardian does not appear at the first hearing, or is unavailable at the initiation of a proceeding, the court must order the person or entity that has the inquiry duty pursuant to the CA Rule of Court 5.481(a)(3) to use reasonable diligence to find and inform the parent, Indian custodian, or guardian that the court has ordered the parent, Indian custodian, or guardian to complete the ICWA-020 form.

e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.

f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.

g. Provide a written referral to the CDSS when FR services are not ordered (WIC ~~S~~**s**ection 361.5), when FR services are terminated due to an order by the court (WIC~~)~~ ~~S~~**s**ection 360**,** if applicable, or ~~S~~**s**ections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.

h. **Until otherwise notified by the CDSS, provide a written summary of the Department of Justice criminal record clearance(s) for all prospective adoptive parent(s) and all other adults residing in the home, when requested by the CDSS.**

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

~~i. Until otherwise notified by the CDSS, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.~~

~~j. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.~~

~~k.~~ **i.** Work with the CDSS to prepare a report for the WIC ~~S~~**s**ection 366.26 hearing. The County social worker's portion of the report will include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) A review of the amount and nature of contact between the child and parent(s) since placement.

(3) A summary of current search efforts for any absent parent.

~~(4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).~~

~~(5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.~~

~~k.~~ **j.** Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.

~~l.~~ **k.** Retain case management responsibility until finalization of the adoption or dismissal of dependency.

(1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

(2) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

~~California Code of Regulations, Child Welfare Services Manual of Policies and Procedures~~ **MPP**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

~~m.~~ **l**. Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for WIC ~~S~~**s**ections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

~~n.~~ **m.** Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.

~~o.~~ **n**. Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.

~~p.~~ **o.** Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.

~~q.~~ **p.** Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.

3. The CDSS Will:

a. Assess the child with the County pursuant to WIC ~~S~~**s**ection 361.5(g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.

b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~**s**ection 366.21, the 18-month review hearing required by WIC ~~S~~**s**ection 366.22, and the 24-month review hearing required by WIC ~~S~~**s**ection 366.25, as applicable.

c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

(1) Provide a preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.

f. Provide assessment of the child before the WIC ~~S~~**s**ection 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

(1) Provide documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

g. Work with the County to prepare a report for the WIC ~~S~~**s**ection 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.

h. Be available for contested WIC ~~S~~**s**ection 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child **for** whom the court determines is difficult to place for adoption and there is no identified adoptive

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.

j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code ~~S~~section 8616.5.

k. Prepare the child for adoption. (This may or may not include a placement change.)

l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out of state.

m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.

n. Promptly notify the County of the date of adoptive placement and the date foster care payment is discontinued. These events may not necessarily occur on the same date.

o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to WIC ~~S~~section 366.26(j), until finalization of the adoption.

q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its' report whether the post adoption contact agreement is in the child's best interest.

r. Confirm in writing to the County that the adoption is finalized. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.

s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.

t. Conduct other appropriate and necessary permanency planning activities as needed.

u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.

v. Pursuant to Title 22 CCR **sections** ~~§~~ 89179(a), the adoption agency shall maintain adequate case records.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

w. **Provide post permanency services using the federal Adoption and Legal Guardianship (ALG) incentive payments program funds.**

L. Services for the child after a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to WIC ~~S~~section 366.3(d).

b. Prior to placement, or as soon thereafter as possible, jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.

2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.

3. The County Will:

a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.

b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted will be needed.

c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

4. The CDSS Will:

a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.

c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the WIC ~~S~~section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

The case progress report may include:

(1) A summary of contacts.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

(2) Adjustment of the child to the adoptive home.

(3) Specific circumstances or problems that affect the child or the placement.

(4) Progress made in the adoption process.

(5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV: PROJECT REPRESENTATIVE

The project representatives during the term of this agreement will be:

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County
Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the project representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

EXHIBIT A-1
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and the CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Family Evaluation services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): Definitions, 3-01; Forms, 3-02; RFA Program Requirements, 4-02(g); County Reporting Requirements, 4-03; Confidentiality, 4-04; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Family Evaluation, and changes that may affect the evaluation.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

B. As needed, communicate the general progress of the Family Evaluation that may affect the work provided by each Party, which includes the potential inability to complete the evaluation.

C. Establish mutually agreed upon timelines for the completion of the Family Evaluation.

D. Comply with the applicable laws and the RFA WD relevant to Family Evaluations.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Family Evaluation.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. In the case of an Indian child, notify the Tribal representative(s) of the referral to the RO for a Family Evaluation. In the referral form to the RO, provide the Tribal representative(s) the RO contact information.

d. Provide all necessary documents as they become available to the RO to conduct a Family Evaluation, to include, but not limited to, RFA applications, home health and safety assessment, training records, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles records, and employment verifications.

e. Notify Resource Family applicants that the County may share confidential information with the CDSS to conduct a Family evaluation and that the CDSS will perform the evaluation for the County.

f. The County shall retain the closed Family Evaluation file in accordance with the retention policies as set forth in Article 10, section 10-05 of the RFA WD. Access to a copy of the Family Evaluation file shall be made available to the CDSS upon request in the event of audit, or as required or permitted by law.

g. For each request of the Family Evaluation file, as noted in subsection (e) above, the County shall provide a copy of the file within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Family Evaluation to a CDSS Adoptions Specialist.

b. Conduct an evaluation of Resource Family applicants according to the WD 6-05: Family Evaluation. The evaluation is to be initiated within two weeks of being assigned.

c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WD 6-05(a)(2).

d. In the case of an Indian child, collaborate with the Tribal representative(s) to schedule mutually agreeable dates and times for any in-person assessments and

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

document all contacts and attempted contacts with the Tribal representative(s) as specified in RFA WD 6-05(a), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

e. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary.

(1) Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

f. Prepare a written Family Evaluation that includes an evaluation of the information obtained during the evaluation of the Resource Family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the evaluation.

g. Provide the County with the written Family Evaluation report within 60 days of receipt of the referral, with priority for completed evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.

h. Ensure all records provided to the CDSS by the County and all information obtained and used to conduct a Family Evaluation are kept confidential as specified in RFA WD 4-04: Confidentiality.

i. Provide a copy of the Family Evaluation file upon request of the County staff responsible for the provision of RFA services.

j. Provide an Adoptions Specialist to testify as to the Family Evaluation if the results of an evaluation are at issue during an administrative hearing.

k. Absent pending litigation or other good cause identified by the CDSS shall retain the records of the Family Evaluation for 90 days after an evaluation is provided to the County.

(1) Thereafter, the original Family Evaluation file shall be securely delivered to the County and a copy shall be made and maintained by the CDSS for five years pursuant to the RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

1. Conflict of Interest:

a. The Adoptions Specialist conducting Family Evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.

b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.

(1) If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Family Evaluation to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

The project representatives during the term of this agreement will be:

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Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

EXHIBIT A-2
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Home Health and Safety Assessment services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): 6-02: Home Environment Assessment, paragraph (a)(2); Form: Resource Family Home Health and Safety Assessment Checklist (RFA-03) and required summary.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Home Health and Safety Assessment, and changes that may affect the assessment.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

B. As needed, communicate the general progress of the Home Health and Safety Assessment that may affect the work provided by each Party, which includes the potential inability to complete the assessment within 60 days.

C. Establish mutually agreed upon timelines for the completion of the Home, Health, and Safety Assessment when such cannot be completed within 60 days.

D. Comply with the applicable laws and the RFA WD relevant Home Health and Safety Assessments.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Home Health and Safety Assessment.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. Notify Resource Family applicants that the CDSS will perform the Home, Health, and Safety Assessment for the County.

d. In the case of an Indian child, notify the Tribal representative of the Home Health and Safety Assessment referral to the RO. Provide the Tribal representative contact information to the RO, and a copy of the RFA 03 form for review.

e. Conduct the background checks and related activities as described in the RFA WD: 6-03A.

f. For items identified as incomplete or "Follow Up Needed" on the RFA 03 form, the County shall be responsible for verifying completion prior to approval of the Resource Family.

g. The County shall retain the closed Home Health and Safety Assessment file in accordance with the retention policies set forth in the RFA WD: Article 10,10-05.

(1) A copy of the Home Health and Safety Assessment section of the Resource Family file shall be made available to the CDSS upon request due to a review or audit, or as required by law, or court order.

(2) For each request of the Home Health and Safety Assessment, the County shall provide a copy within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Home Health and Safety Assessment to a Adoptions Specialist.

b. Conduct a Home Health and Safety Assessment according to the RFA WD: 6-02(a)(2). The assessment is to include a health and safety assessment of the home and grounds, outdoor activity space, storage areas of the applicant's home, and a completed Resource Family Home Health and Safety Assessment Checklist (RFA-03) form. The determination of compliance with certain sections of Article 11 of the RFA WD and if applicable, 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

c. In the case of an Indian child, collaborate with the Tribal representative to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative as specified in the RFA WD: 6-02(b), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

d. Prepare a summary of the Home Health and Safety Assessment in a written format that includes an evaluation of the information obtained of the assessment of the resource family applicant's home and property, e.g., if there are items that needed to be repaired or purchased.

e. The CDSS will provide the County the written summary report and the completed original RFA-03 form, within 60 days of receipt of the referral from the County.

f. Ensure all records provided to the CDSS by the County, and all information obtained and used to conduct a Home Health and Safety Assessment are kept confidential as specified in the RFA WD 4-04: Confidentiality.

g. Provide for a copy of the Home Health and Safety Assessment file upon request of the County staff responsible for the provision of RFA services.

h. Provide an Adoptions Specialist to testify as to the Home Health and Safety Assessment if the results of an assessment are at issue during an administrative hearing.

i. Absent pending litigation or other good cause identified by the CDSS shall retain the records of Home Health and Safety Assessment for 90 days after an assessment is provided to the County. Thereafter, the original Home Health and Safety Assessment file shall be securely delivered to the County. A copy shall be made and maintained by the CDSS for five years, pursuant to RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

1. Conflict of Interest:

   a. The Adoptions Specialist conducting Home Health and Safety Assessment shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.

   b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.

      (1) If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Home Health and Safety Assessment to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

The project representatives during the term of this agreement will be:

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EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Indemnification

   a. Claims Arising from Acts or Omissions of the County of Colusa

   The County of Colusa (hereinafter collectively referred as the County), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

   b. Claims Arising from Acts or Omissions of the California Department of Social Services

   The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this contract. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship of the Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Contract does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit D) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Exhibit D, incorporated herein by reference.

4. Maintenance of Records

   The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention of Records for Audit Purposes

The CDSS shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title to Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

9. Change in Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time is of the Essence

Time is of the essence for the performance of the services of this Contract. Each Party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

11. Time

Each of the Parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither Party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

13. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

15. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Contract

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this Contract within the meaning of California Civil Code Section 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

18. Entire Contract

This Contract is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

19. Budget Statement

Agency Adoption Services

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of $6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the $6 million general fund was based on a percent to total ~~of~~ **share of open cases as of July 2011 within** ~~each county's specific combined 12-year average of child and family referrals to~~ the CDSS' Adoptions Regional Offices that ~~have been providing~~ **had provided** Agency adoption services to these counties.

Adoption and Legal Guardianship Incentive Payments

The Adoption and Legal Guardianship (ALG) Incentive Payments program provides payment of adoption incentive funds to counties for increasing the number of children adopted from the public foster care system as well as incentive payments for exits from foster care to legal guardianship. This funding is allocated to counties for the following categories: adoptions, guardianship, pre-adolescent adoption and guardianship, older child adoption and guardianship. The provisions in Welfare and Institutions Code section 16131.5 (b) and (c) states the department, when it serves or acts as the adoption agency for a county, shall use adoption and guardianship incentive payment funds to improve or sustain legal permanency outcomes for older children.

- **The adoption incentive payments received upon appropriation by the Legislature in the annual Budget Act or another statute, shall be allocated by the State Department of Social Services to the department for a county in which the department serves or acts as an adoption agency for a county, based on documented increases in legal permanency outcomes for older children achieved by each county, as determined by the department and in consultation with counties.**

- **As stated in CFL 22/23-86 a total of $372,655 is set aside from the allocations of counties that contract with CDSS to conduct post adoption services on their behalf.**

Resource Family Approval Family Evaluations and Home Health and Safety Assessments

During the term of this Agreement, and as the State Budget Act allows, the CDSS and the County may approve increases in the service levels for Resource Family Approval (RFA) Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS and increase the amount that the County shall pay the CDSS from the County's General Fund RFA allocation and the LRF.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

- **If the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the RFA program, the RFA services stated in this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.**

- **If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the CDSS shall have the option to either cancel the RFA services stated in this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

- **The RFA services stated in this Agreement are valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of the RFA program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of RFA services stated in this Agreement in any manner.**

- **It is mutually agreed that if the Congress does not appropriate sufficient funds for the RFA services stated in this Agreement shall be amended to reflect any reduction in funds.**

- **The CDSS, at its option, may terminate the RFA services stated in this Agreement upon 30-day's notice, or to amend the RFA services stated in this Agreement to reflect any reduction in Federal funds.**

a. **Agency Adoption Services** Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a weekly cost per case basis of $62 based on the county specific distribution provided in CFL No. 11/12-18. **If a specific distribution was not listed for the county, the weekly cost will be $62 per case**. The CDSS will invoice the County quarterly the total cost for each active ~~child case and each family case~~ **adoption case** referred to the CDSS' Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Forty-Four Thousand, Nine Hundred and Seventy-Eight Dollars ($44,978), **the amount of the allocation received by the County or amount negotiated by the county without an allocation** in any Fiscal Year.

b. **Resource Family Approval Family Evaluations Invoicing**

i. **The CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.**

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of $2,020.00 per each Family Evaluation. The estimated cost to complete each Family Evaluation is $2,748.00. The federal funds share is $728.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay the CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by the CDSS that the average family evaluation greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to the CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A-1 identifies that the CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in (b) (ii), above.

c. Resource Family Approval Home Health and Safety Assessments Invoicing

i. The CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of $569.00 per each Home Health and Safety Assessment. The estimated cost to complete each Home, Health and Safety Assessment is $774.00. The federal funds share is $205.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay the CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by the CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A-2 identifies that the CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in (c)(ii), above.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

d. **The County shall be responsible for payment of the Resource Family Approval Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS in accordance with rates stated in (b) and (c) from the following sources and in the following order:**

- **General Fund Resource Family Approval allocation (if such exists in the State Budget);**
- **The County's 2011 Realignment LRF;**
- **Other County funds.**

e. **If the County receives services in excess of $750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.**

20. Term of Contract

Subject to earlier termination as provided for in number 21 below, the term of this Contract shall commence on July 1, 2021 and continue in full force and effect for five (5) years, hereinafter referred to as the "Initial Term". Thereafter, this Contract shall automatically renew for successive three (3) year periods unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Initial Term, or any renewal thereof, that it does not wish to extend this Contract. The Initial Term and any renewal are collectively referred to as the "Contract Term."

To ensure that the Contract continues to reflect current law and services being provided through the Initial Term and renewals, it is the intent of the Parties that the terms and conditions of the Contract be reviewed and, where necessary, amended at the end of the Initial Term and upon each subsequent renewal without allowing the Contract to terminate or expire.

21. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 22 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

22. Notice

Notices to the Parties in connection with the administration of this Contract shall be given to the Parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~page 9,~~ Section IV.

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section IV, with first-class postage fully prepaid; or

c. On the day the notice is transmitted by email to the email address as specified in Section IV, provided that an original of such notice is deposited in the United States mail,

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

addressed to the Party's Project Representative as specified in Section IV, on the same day as the email is sent.

23. Partial Invalidity

Should any part, term, portion, or provision of this Contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

24. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~Page 9,~~ ~~in~~ Section IV.

25. Waiver

Waiver by either Party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Contract. However, neither Party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

26. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

27. Binding on Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the Parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

28. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

29. Independent Advice

Each Party represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such Party willingly foregoes any such consultation.

30. No Reliance on Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Contact, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

31. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

32. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

33. Confidentiality

The CDSS and County staff will comply with the provision of W&IC Section 10850 and Family Code Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

The County and CDSS' Adoptions Regional Office will each maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

34. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Contract to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

36. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-~~31~~ **521**, Sacramento, CA 95814.

37. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

38. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

39. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

40. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

41. Identifying Agreed Upon Changes to the Contract Agreement

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract agreement to be deleted by the amendment and no longer applicable to the Contract agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

COUNTY OF COLUSA seeks to retain services from the CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)

CDSS agrees to provide COUNTY OF COLUSA pursuant to the terms of this agreement.

☒Agency Adoption Services – Exhibit A

☒Resource Family Approval Family Evaluations – Exhibit A-1

☐Resource Family Approval Home Health and Safety Assessments – Exhibit A-2

☒General Terms and Conditions – Exhibit B

IN WITNESS WHEREOF, the Parties hereunto have executed this Contract on the date written below.

COUNTY OF COLUSA:

By: _____

Date: 11/2/24

CONTRACTOR:

By: _____

Date: _____

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

By _____
PATRICIA RODRIGUEZ, Deputy

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

ATTEST: Wendy C. Tyler
Clerk to the Board of Supervisors

By _____
Deputy

Attachment: C24-003 CDSS #21-5065 (10037 : Agreement Amendment for Adoption Services with California Department of Social Services)

EXHIBIT A
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to Colusa County Department of Health and Human Services, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (WIC) Section 16130 and in accordance with Title 22 California Code of Regulations (CCR) Sections 35127.1 through 35231. The CDSS will provide the following adoption services:

A. Consult and review of children in out of home care who need permanence through adoption.

B. Assess and provide a written analysis of the adoptability of a child pursuant to WIC Sections 361.5, 366.21, 366.22 or 366.25.

C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.

D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.

E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court, when applicable.

F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the WIC Section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.

G. Match and place children for adoption with a licensed or approved caregiver.

H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.

I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the California Code of Regulations, Child Welfare Services Manual of Policies and Procedures, Division 31-320.

J. Supervise adoptive placements until finalization and provide post adoptive placement services to families.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

K. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., WIC Sections 16115-16123 and Title 22 CCR Section 35325 et seq).

L. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Promote permanence for children who are in out of home care.

B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out of home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, licensing or Resource Family Approval (RFA) written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.

C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.

D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.

E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.

F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.

G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.

H. Ensure payment of AAP benefits in compliance with Title 22 CCR Section 35325 et seq.

I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.

J. Provide other appropriate and necessary coordination as needed.

K. Services for the child before a permanent plan is determined.

1. The County and the CDSS Will:

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

a. Jointly assess the child pursuant to WIC Section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by WIC Section 366.21, the 18-month review hearing required by WIC Section 366.22, and the 24-month review hearing required by WIC Section 366.25, as appropriate.

c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

2. The County Will:

a. Complete the RFA application approvals.

b. Refer children in out of home care for a joint assessment prior to FR services being terminated.

c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history, including dates and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.

d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete process of notifying all possible tribes and documenting this in court.

e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.

f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.

g. Provide a written referral to the CDSS when FR services are not ordered (WIC Section 361.5), when FR services are terminated due to an order by the court (WIC Section 360 if applicable, or Sections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

h. Until otherwise notified by the CDSS, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.

i. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.

j. Work with the CDSS to prepare a report for the WIC Section 366.26 hearing. The County social worker's portion of the report will include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) A review of the amount and nature of contact between the child and parent(s) since placement.

(3) A summary of current search efforts for any absent parent.

(4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.

k. Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.

l. Retain case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the California Code of Regulations, Child Welfare Services Manual of Policies and Procedures, Division 31-320.

m. Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for WIC Sections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

n. Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.

o. Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.

p. Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.

q. Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.

3. The CDSS Will:

a. Assess the child with the County pursuant to WIC Section 361.5 (g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.

b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by WIC Section 366.21, the 18-month review hearing required by WIC Section 366.22, and the 24-month review hearing required by WIC Section 366.25, as applicable.

c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

f. Provide assessment of the child before the WIC Section 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

g. Work with the County to prepare a report for the WIC Section 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.

h. Be available for contested WIC Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.

j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code Section 8616.5.

k. Prepare the child for adoption. (This may or may not include a placement change.)

l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out of state.

m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.

n. Promptly notify the County of the date of adoptive placement and the date foster care payment is discontinued. These events may not necessarily occur on the same date.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to WIC Section 366.26(j), until finalization of the adoption.

q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its report whether the post adoption contact agreement is in the child's best interest.

r. Confirm in writing to the County that the adoption is finalized and request dependency be dismissed. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.

s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.

t. Conduct other appropriate and necessary permanency planning activities as needed.

u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.

v. Pursuant to Title 22 CCR § 89179(a), the adoption agency shall maintain adequate case records.

L. Services for the child after a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to WIC Section 366.3(d).

b. Prior to placement, or as soon thereafter as possible, jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.

2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

3. The County Will:

   a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.

   b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted will be needed.

   c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

4. The CDSS Will:

   a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

   b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.

   c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the WIC Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

      The case progress report may include:

      (1) A summary of contacts.

      (2) Adjustment of the child to the adoptive home.

      (3) Specific circumstances or problems that affect the child or the placement.

      (4) Progress made in the adoption process.

      (5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV. PROJECT REPRESENTATIVE

The Project Representatives during the term of this Contract will be:

Marta Platt	Donna Dennis
California Department of Social Services	Colusa County
Adoptions Policy and Support Bureau	Department of Health and Human Services
744 P Street, MS 8-12-521	251 E. Webster Street
Sacramento, CA 95814	Colusa, CA 95932
Ph: (916) 651-8106	Ph: (530) 458-0290
Fax: (916) 651-8149	Fax: (530) 458-2664
Marta.platt@dss.ca.gov	Donna.Dennis@colusadhhs.org

Changes to the Project Representative information may be made 15 calendar days in advance by written notice to the other Party and shall not require an amendment to this Contract.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

IN WITNESS WHEREOF, the parties hereto have executed this Contract as set forth below:

COUNTY OF COLUSA

Gary J. Evans, Chair
Board of Supervisors Non-IT Contracts Section

10/26/21
Date

CDSS

Marissa Enos
Marissa Enos, Chief, Non-IT Contracts Section

9/17/2021
Date

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

By Melissa Kitts
Melissa Kitts, Deputy

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Indemnification

   a. Claims Arising from Acts or Omissions of the County of Colusa.

      The County of Colusa (hereinafter collectively referred as the County), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

   b. Claims Arising from Acts or Omissions of the California Department of Social Services.

      The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Contract. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship of the Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Contract does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit D) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Exhibit D, incorporated herein by reference.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

4. Maintenance of Records

The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention of Records for Audit Purposes

The CDSS shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made for the initial Term and for each subsequent renewal, thereafter. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to ensure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title to Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

9. Change in Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time is of the Essence

Time is of the essence for the performance of the services of this Contract. Each Party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

11. Time

Each of the Parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither Party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

13. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

15. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Contract

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this Contract within the meaning of California Civil Code Section 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

18. Entire Contract

This Contract is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

19. Budget Statement

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of $6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the $6 million general fund was based on a percent to total of each county's specific combined 12-year average of child and family referrals to the CDSS' Adoptions Regional Offices that have been providing Agency adoption services to these counties.

a. Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the Agency adoption services, CDSS will invoice each on a weekly cost per case basis of $62 based on the county specific distribution provided in CFL No. 11/12-18. The CDSS will invoice the County quarterly the total cost for each active child case and each family case referred to the CDSS' Adoptions Regional Office for adoption services. This rate

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

would be claimed up to but not exceeding Forty-Four Thousand, Nine Hundred and Seventy-Eight Dollars ($44,978), in any Fiscal Year.

20. Term of Contract

Subject to earlier termination as provided for in number 21 below, the term of this Contract shall commence on July 1, 2021 and continue in full force and effect for five (5) years, hereinafter referred to as the "Initial Term". Thereafter, this Contract shall automatically renew for successive three (3) year periods unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Initial Term, or any renewal thereof, that it does not wish to extend this Contract. The Initial Term and any renewal are collectively referred to as the "Contract Term."

To ensure that the Contract continues to reflect current law and services being provided through the Initial Term and renewals, it is the intent of the Parties that the terms and conditions of the Contract be reviewed and, if necessary, amended prior to the end of the Initial Term of the contract and prior to end of each subsequent renewal.

21. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 22 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

22. Notice

Notices to the Parties in connection with the administration of this Contract shall be given to the Parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, page 9, Section IV.

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section IV, with first-class postage fully prepaid; or

c. On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section IV, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative as specified in Section IV, on the same day as the facsimile transmission is made.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

23. Partial Invalidity

Should any part, term, portion, or provision of this Contract be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

24. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit A, Scope of Work, Page 9, in Section IV.

25. Waiver

Waiver by either Party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Contract. However, neither Party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

26. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

27. Binding on Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the Parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

28. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

29. Independent Advice

Each Party represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such Party willingly foregoes any such consultation.

30. No Reliance on Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Contact, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

31. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

32. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

33. Confidentiality

The CDSS and County staff will comply with the provision of WIC Section 10850 and Family Code Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

The County and CDSS' Adoptions Regional Office will each maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

34. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Contract to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

36. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-521, Sacramento, CA 95814.

37. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

38. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

39. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

40. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

41. Identifying Agreed Upon Changes to the Contract

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract to be deleted by the amendment and no longer applicable to the Contract; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

Exhibit C

July 01, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim withthe Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

Exhibit D

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self- insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

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Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES Governor Gavin Newsom

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AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

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C21-186

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 01, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

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Sincerely,

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Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (10037 : Agreement Amendment for Adoption Services with

COUNTY OF COLUSA, CA **2.6**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Approve Amendment No. 4 and Amendment No. 5 to Subcontract (Agreement No. 21-007) with Chico State Enterprises, for Senior Nutrition Program funding, effective July 1, 2021, and authorize County Administrative Officer to sign.**

Approve Amendment No. 4 and Amendment No. 5 to Subcontract (Agreement No. 21-007) with **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2021, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

This is an Agreement Amendment between the County of Colusa Department of Health and Human Services and the California State University, Chico Research Foundation for Senior Nutrition services through Colusa County.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico's Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Nutrition Education and risk-screening services are also provided under this program, as well as a comprehensive nursing assessment. Funding for these services is granted to the Research Foundation and then subcontracted to local entities for direct service provision to county residents. Under the terms of the agreement, the County of Colusa Health & Human Services will serve 4,199 Congregate Meals and 12,082 Home Delivered Meals to residents of Colusa County.

Under Amendment AM5, the term is extended through September 30, 2025 for American Rescue Plan Act funding.

Prior Board Action

C21-214, C22-061, C23-026

Fiscal Impact/Funding Source

No fiscal impact to County General Fund as this is a revenue agreement. The term of the agreement is extended through September 30, 2025.

Action for the Clerk

Please obtain signatures on Subcontract (Agreement #21-007) Amendment AM5, and return one scanned signed copy to Skye Gebhart at sgebhart@csuchico.edu. Please include Kirill Obraztsov at DHHS in communication with the contractor.

ATTACHMENTS:

- SUB21-007 (ARP) AM4 Colusa DHHS-Correction (AM4)(PDF)
- PE-SUB21-007 A5 (ARP) Colusa DHHS (PDF)
- C23-026 Chico State Enterprises (SUB 21-007 AM3) (PDF)
- C21-214 Chico State Enterprises (SUB21-007) (PDF)
- C22-061 Chico State Enterprises (SUB 21-007 AM1 AM2) (PDF)

SUBCONTRACT AMENDMENT

SUBCOITRJ\CT NUMBER
SUB 21-007 **AM4**
CONTRACTOR IDENTIFICATION NUMBER

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises,** hereafter called **Contractor,** and

SUBCONTRACTOR'S **NAME**

Colusa County Department of Health and Human Services ,hereafter called Subcontractor, Contractor, on behalf of its program the Area 3 Agency on Aging (AAA),-A-a5received a Federal Passthrough Award, AP-2122--03 (Prime), from California Department of Aging to provide services according to Title Ill and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime. Contractor received an amendment, executed 06/22/2022, awarding additional funds to AP-2122-03. Contractor and Subcontract agree to amend this subcontract as follows:

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as outlined in attachment A Scope of Work for Am3. The term of the original Subcontract shall commence 7/1/2021 and will end 6/30/2022. The exception is associated with the **American Rescue Plan funds under Am3,** which may be expended until 9/30/2024. The maximum amount of this Subcontract is **$212,839.** The additional **American Rescue Plan Am3 funds total $88,396 ($35,358 + $53,038).**

Baseline funds awarded as of 07/01/21 Cl Nutrition	$50,857
Baseline funds awarded as of 07/01/21 C2 Nutrition	46,760
State 3C2 GF adjustment (Aml)	15,954
Fed USDA 3C2 NSIP Adjustment (Aml)	< 4,315>
Federal CAA 3C2 (Am2)	15,187
Prior Total amendment Aml & 2 adjustments	**$124,443**
Covid Federal ARP award IIICl; Am3	35,358
Covid Federal ARP award IIIC2; Am3	53,038
New totals with Am3	**$212,839**

See Attachment A Scope of Work (1 page)

All terms and conditions of the original fully executed contract dated 12/21/21 are incorporated into this amendment.

See page 2 replacing Am3 – no signature required

Attachment: SUB21-007 (ARP) AM4 Colusa DHHS-Correction (AM4) [Revision 1] (10038 : Senior Nutrition Subcontract Amendment with CSUC

Attachment A
Scope of Work
AP-2122 Amendment 4

The Contractor shall:

- Implement the statutory provisions of the Title III and Title VII Older Americans Act Programs ("OAA") [OAA § 306) in accordance with State and federal laws and regulations.

- We would like to update a few items concerning your amendment to the original Older Americans' Act which you should have already received. It covers funding for the American Recovery Plan (ARP). This funding runs through September 2024.

    - As you may be aware, the Scope of Work that was attached for the Long Term Care Ombudsman. Please destroy this page. Since it is only an amendment the original contract remains in place.
    - On August 31, 2022 you received an email from Mary Neumann stipulating your ARPA award and the number of units expected. Because OAA funds can be returned as OTO, CDA has requested that subcontractors use the ARPA funding first although I know many of you have already requested OAA funds.
    - You will note that on the attached email sent earlier there is a spot for the number of meals served.
    - In addition, we now know that the number of unduplicated clients has to be included as well.
    - The roll out of these extra funds were hurried and the "rules" from CDA have evolved over time.
    - Do NOT enter the ARP meals and its clients in GetCare. Only use the attached template.

Should you have any questions please let us know.

Skye Gebhart

Attachment: SUB21-007 (ARP) AM4 Colusa DHHS-Correction (AM4) [Revision 1] (10038 : Senior Nutrition Subcontract Amendment with CSUC

SUBCONTRACT AMENDMENT

SUBCONTRACT NUMBER	AM. NO.
SUB 21-007	**AM 5**

CONTRACTOR IDENTIFICATION NUMBER

A22-0102

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

Colusa County Department of Health and Human Services ,hereafter called Subcontractor,

Contractor, on behalf of its program the Area 3 Agency on Aging (~~AAA~~), received a Federal Passthrough Award, AP-2122-03 (Prime), American Rescue Plan Act (ARPA) funds, from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population.

The term of this Subcontract shall commence 7/1/2021 and will end **09/30/25** for ARPA funds only.

All terms and conditions of the original fully executed contract are incorporated into this amendment.

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	
BY: (AUTHORIZED SIGNATURE) DATE	BY: (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler, County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932 wtyler@countyofcolusa.com

Attachment: PE-SUB21-007 A5 (ARP) Colusa DHHS (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C23-026

2.6.c

SUBCONTRACT AMENDMENT

SUBCONTRACT NUMBER	AM. NO.
SUB 21-007	AM 3
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

Colusa County Department of Health and Human Services ,hereafter called Subcontractor,

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), ~~has~~ received a Federal Passthrough Award, AP-2122-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime. Contractor received an amendment, executed 06/22/2022, awarding additional funds to AP-2122-03. Contractor and Subcontract agree to amend this subcontract as follows:

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as outlined in attachment A Scope of Work for Am3. The term of the original Subcontract shall commence 7/1/2021 and will end 6/30/2022. The exception is associated with the **American Rescue Plan funds under Am3**, which may be expended until 9/30/2024. The maximum amount of this Subcontract is **$212,839.** The additional **American Rescue Plan Am3 funds total $88,396 ($35,358 + $53,038).**

Baseline funds awarded as of 07/01/21 C1 Nutrition	$ 50,857
Baseline funds awarded as of 07/01/21 C2 Nutrition	46,760
State 3C2 GF adjustment (Am1)	15,954
Fed USDA 3C2 NSIP Adjustment (Am1)	< 4,315>
Federal CAA 3C2 (Am2)	15,187
Prior Total amendment Am1 & 2 adjustments	**$124,443**
Covid Federal ARP award IIIC1; Am3	35,358
Covid Federal ARP award IIIC2; Am3	53,038
New totals with Am3	**$212,839**

See Attachment A Scope of Work (1 page)

All terms and conditions of the original fully executed contract dated 12/21/21 are incorporated into this amendment.

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	
BY: (AUTHORIZED SIGNATURE) DATE	BY: (AUTHORIZED SIGNATURE) DATE Wendy G Tyler 1/31/23
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932 wtyler@countyofcolusa.com

Attachment: C23-026 Chico State Enterprises (SUB 21-007 AM3) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research

Attachment A
Scope of Work
AP-2122 Amendment 3

The Contractor shall:

- Implement the statutory provisions of the Title III and Title VII Older Americans Act Programs ("OAA") [OAA § 306] in accordance with State and federal laws and regulations.
- Make every effort to utilize funding provided under this Agreement in a manner consistent with Administration for Community Living (ACL) guidance.
- Ensure that the local Long-Term Care Ombudsman Program (LTCOP), consistent with federal and state statutes and regulations applicable to Title VII and policies and procedures established by the Office of the State Long-Term Care Ombudsman (OSLTCO), will:
    - Enhance Ombudsman program complaint investigation procedures and processes during the COVID-19 public health emergency to address complaints related to abuse, neglect, and/or poor care;
    - Resume in-person visitation at such time as visitation is permitted under applicable federal, state, or local public health orders;
    - Conduct education and outreach on abuse and neglect identification and prevention during the COVID-19 public health emergency to residents, their families, and facility staff;
    - Maximize resident access to LTCOP representatives to the greatest extent feasible under applicable federal, state, or local public health orders by enabling and ensuring travel by LTCOP representatives. Continue purchase and use of Personal Protective Equipment to combat or prevent against COVID-19;
    - Continue purchase of technology, as needed;
    - Enable participation in state-level "strike teams" to address complaints related to care and neglect; and
    - Provide information and assistance on transitions from long-term care facilities to community-based home care settings consistent with section 712(a)(3) of the Older Americans Act.

Attachment: C23-026 Chico State Enterprises (SUB 21-007 AM3) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research

SUBCONTRACT

SUBCONTRACT NUMBER	AM. NO.
SUB 21-007	
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

Colusa County ,hereafter called Subcontractor,

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2122-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence 7/1/2021 and will end 6/30/2022. The maximum amount of this Subcontract is $97,617. from the following funding sources:

Funding Group 1	C1 Nutrition	C2 Nutrition
Federal	$ 35,510	$ 16,005
State	$ 3,372	$ 4,279
Augmentation	$ 8,557	$ 17,374
NSIP	$ 3,418	$ 9,102
Total	**$ 50,857**	**$ 46,760**

Subcontractor agrees to provide Nutrition services and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subcontract Agreement by this reference:

Exhibit A1 - Scope of Work
Exhibit A2 - Scope of Services – Nutrition
Exhibit B1 - Budget to be provided by Subcontractor
Exhibit B2 - Budget Detail, Payment Provisions, and Closeout
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Exhibit E - Additional Provisions

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	
BY: (AUTHORIZED SIGNATURE) DATE Michele Flowerdew 12/21/21	BY: (AUTHORIZED SIGNATURE) DATE Wendy G Tyler 11/23/21
PRINTED NAME AND TITLE OF PERSON SIGNING ~~Mary Sidney~~ Michele Flowerdew ~~Chief Executive Officer~~ Director of Sponsored Programs	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler, CAO
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 ~~msidney@csuchico.edu~~ mflowerdew@csuchico.edu	ADDRESS/E-MAIL 547 Market St, Ste. 102, Colusa, CA 95932 wtyler@countyofcolusa.com

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C21-214

Exhibit A1
Scope of Work

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to Title III Programs

1. a. Eligible Service Population for Title III B means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]

   b. Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

2. Eligible Service Population for Title III C-1 and C-2 means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:

      (1) Any older individual.

      (2) The spouse of any older individual.

      (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

      (4) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

      (5) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)

      (6) Eligible Service Population for Title III E means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disease or related disorder

   b. Individuals eligible to receive a home-delivered meal are individuals who are:

      (1) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].

      (2) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

(3) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

3. Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

4. Individual with a disability term "individual with a disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

5. In-kind Contributions means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

6. Matching Contributions means local cash and/or in-kind contributions made by the Contractor, a Subcontractor, or other local resources that qualify as match for the Contract funding.

7. Non-Matching Contributions means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

8. Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

9. One-Time-Only Funds means:

   a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

   b. Title III and VII federal funds recovered from an AAA, as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

   c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA, as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

10. Priority Services for Title III B means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

11. Program Income means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:

    a. Voluntary contributions received from a participant or other party for services received.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract-supported activities.

d. Proceeds from the sale of goods created under an AAA subcontract agreement.

12. Program Requirements means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

13. Title III B (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, ("services that promote or support social connectedness and reduce negative health effects associated with social isolation" after "outreach") and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

14. Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria [22 CCR 7638.7(a)]:

    a. Be open to the public. [45 CFR 1321.53(b)(3)]

    b. Not means test. [OAA § 315(b)(3)]

    c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]

    d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

15. Title III C-2 (Home-Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c).

ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subcontractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of CSE.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CSE and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

6. If applicable, secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

8. Facilitate CSE's subcontracting process.

9. Facilitate CSE's process of review, approval, and monitoring of Subcontractor's budgets and expenditures and any subsequent amendments and revisions to budgets. Subcontractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement.

10. Facilitate CSE's process of monitoring, on an ongoing basis, Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subcontractor administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. CSE must follow up and ensure that Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.

11. If this Subcontract Agreement is for the provision of nutrition services, facilitate CSE's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

    a. Inspection of non-food preparation nutrition sites at least every other year.

    b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

    c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

12. If this Subcontract Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subcontractor's nutrition

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

13. Request, as needed, from CSE, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data.

14. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Maintain a program data collection and reporting system as specified in Exhibit E of this Subcontract agreement.

17. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:

    a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388

    b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926

    c. Senior Center, 2450 Oro Dam Blvd, Ste. S, Oroville, CA 95965

    d. Colusa County Dept. Health & Human Services Office, 251 E. Webster Street, Colusa, CA 95932

    e. Glenn County Office of Education, 311 S. Villa, Willows, CA 95988

    f. Orland Senior Center, 19 Walker Street, Orland, CA 95963

    g. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988

    h. County of Plumas Office, 270 County Hospital Road, Suite 206, Quincy, CA 95971

    i. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020

    j. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122

    k. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971

    l. Mohawk Resource Center, Highway 89, Graeagle, CA

    m. Tehama County Community Action Agency Office, 310 South Main Street, Red Bluff, CA, 96080

    n. Tehama County Juvenile Detention Facility, 1840 Walnut Street, Red Bluff, CA 96080

    o. Corning Senior Center, 1015 Fourth St, Corning, CA 96021

    p. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

18. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

19. Offer a meal to a volunteer under-age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

20. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

21. Report a meal only once either as a Title III meal or a Title VI meal.

22. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

23. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction.

    This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

    Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages.

    Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include Same-sex spouses and marriages legally, entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C21-214

EXHIBIT A2 – Nutrition
SCOPE OF SERVICE

Subcontractor agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subcontractor shall provide the following services on a regular basis by the close of this Agreement on June 30, 2022:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture) and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

   a) Subcontractor will provide 4,199 congregate meals at nutrition sites in Colusa County from July 1, 2021 through June 30, 2022.

   b) Subcontractor will provide 12,082 home-delivered meals in Colusa County from July 1, 2021 through June 30, 2022.

2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.

   a) Subcontractor will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.

   b) Subcontractor will provide a minimum of four (4) presentations at the Colusa congregate site, one in each quarter of the grant year.

   c) Subcontractor will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.

   d) Not more than $3,750 shall be budgeted for this activity.

3. In-Service Training: Subcontractor will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subcontractor will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

5. Nutrition Risk Assessment: Subcontractor will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.

6. Monitoring of food facilities: Subcontractor will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the Subcontractor shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitoring shall submitted to the Area 3 Agency on Aging.

7. Monitoring of Home-Delivered Routes: Subcontractor will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

8. Satisfaction Survey: Subcontractor will provide participants with an opportunity to express their opinion of the services received and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.

9. Subcontractor will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subcontractor will serve the geographic area of Colusa County. Nutrition service will be available at a minimum, in Colusa.

B. TARGET POPULATION OBJECTIVES

1. Subcontractor will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally, those older persons at risk of institutionalization should be given priority.

Target Population in Greatest Social and Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	20
New Low Income	4	8
New Minority	7	14

C21-214

C. REPORTING

1. Subcontractor shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.

2. Budget must make provision for payment of data base usage to RTZ.

3. Performance by Subcontractor shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

4. For performance objectives falling below 85% of the contracted level of units of service, Subcontractor must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

4. Subcontractors are required to meet all reporting and submittal deadlines. Any Subcontractor who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any Subcontractor who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.

5. Failure of Subcontractor to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Subcontractor shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to $1/12^{th}$ of the total award amount each month, but there may be months where the costs are higher or lower. Subcontractor is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subcontractor may request an advance of up to $1/12^{th}$ of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subcontractor shall be compensated by Agency for all eligible senior meals served at the rate of $12.11 per eligible congregate meal and $3.87 per eligible home-delivered meal, upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.

3. The total compensation for congregate to Subcontractor shall not exceed the maximum available funding of $47,439.00.

4. The total compensation for home-delivered to Subcontractor shall not exceed the maximum available funding of $37,658.00.

5. The total NSIP award will be available not to exceed $3,418.00 for congregate and $9,102.00 for home-delivered for a total of $12,521.00.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C21-214

E. MATCHING CONTRIBUTION
Subcontractor shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subcontractor's matching contribution.

F. EQUIPMENT PURCHASE
Equipment purchase must be on the budget and approved before purchase.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Exhibit B1
Sub-Contractor Budget Detail

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To be provided by Sub-Contractor

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

IIIC1: CONGREGATE NUTRITION SERVICES BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months) (X) Original Budget ( ) Revision No. ___ Date: 8/3/2021
Fiscal Year: 2021-2022

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$20,204			$15,292		$1,390		$3,522	
(2) Travel/Training	$139			$139					
(3) Equipment*	$0								
(4) Consultants	$0								
(5) Catered Food	$16,924	$16,924	$0						
(6) Raw Food	$0								
(7) Other Costs	$21,881			$21,881					
(8) Total Direct Costs	$59,148	$16,924	$0	$37,312	$0	$1,390	$0	$3,522	$0
(9) Indirect Costs	$5,915			$5,915					
(10) Total Cash/In-Kind	$65,063	$16,924	$0	$43,227	$0	$1,390	$0	$3,522	$0
(11) TOTAL ALL COSTS	$65,063	$16,924		$43,227		$1,390		$3,522	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) USDA NSIP	$3,418	$3,418	
(13) Non-Matching	$0		
(14) Matching	$13,706	$12,841	$865
(15) Grant Related Income	$500	$500	
(17) Title III Grant Funds**	$47,439	$47,439	
(18) TOTAL FUNDING	$65,063	$64,198	$865

Cost/Meal by Activities	$	%
(18) Meals	$4.03	26.01%
(19) Program Mgmt.	$10.29	66.44%
(20) Nutrition Educ	$0.33	2.14%
(21) Other	$0.84	5.41%
(22) TOTAL	$15.49	100%

Match (10.53% Minimum): 21%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.81	5.25%
(33) Non-Matching	$0.00	0.00%
(34) Matching	$3.26	21.07%
(35) Grant Related	$0.12	0.77%
(36) Title III Grant	$11.30	72.91%
(37) TOTAL	$15.49	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$4.81	31.05%
(24) Travel/Training	$0.03	0.21%
(25) Equipment	$0.00	0.00%
(26) Consultants	$0.00	0.00%
(27) Catered Food	$4.03	26.01%
(28) Raw Food	$0.00	0.00%
(29) Other Costs	$5.21	33.63%
(30) Indirect Costs	$1.41	9.09%
(31) TOTAL	$15.49	100%

Contracted # of Meals: 4199

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P
** Include all non-USDA (Federal, Federal OTO, State GF, State GF Augmentation, and any baseline adjustments) in this field

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract

IIIC2: HOME DELIVERED NUTRITION SERVICES BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months) (X) Original Budget ( ) Revision No. ___ Date: 8/3/2021
Fiscal Year: 2021-2022

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$33,240			$27,854		$2,106		$3,280	
(2) Travel/Training	$211			$211					
(3) Equipment*	$0								
(4) Consultants	$0								
(5) Catered Food	$25,643	$25,643							
(6) Raw Food	$0								
(7) Other Costs	$5,407			$3,253		$2,154			
(8) Total Direct Costs	$64,501	$25,643	$0	$31,318	$0	$4,260	$0	$3,280	$0
(9) Indirect Costs	$6,450			$6,450					
(10) Total Cash/In-Kind	$70,951	$25,643	$0	$37,768	$0	$4,260	$0	$3,280	$0
(11) TOTAL ALL COSTS	$70,951	$25,643		$37,768		$4,260		$3,280	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) USDA NSIP	$9,102	$9,102	
(13) Non-Matching	$0		
(14) Matching	$22,691	$21,791	$900
(15) Grant Related Income	$1,500	$1,500	
(17) Title III Grant Funds**	$37,658	$37,658	
(18) TOTAL FUNDING	$70,951	$70,051	$900

Cost/Meal by Activities	$	%
(18) Meals	$2.12	36.14%
(19) Program Mgmt.	$3.13	53.23%
(20) Nutrition Educ	$0.35	6.00%
(21) Other	$0.27	4.62%
(22) TOTAL	$5.87	100%

Match (10.53% Minimum): 32%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.75	12.83%
(33) Non-Matching	$0.00	0.00%
(34) Matching	$1.88	31.98%
(35) Grant Related	$0.12	2.11%
(36) Title III Grant	$3.12	53.08%
(37) TOTAL	$5.87	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$2.75	46.85%
(24) Travel/Training	$0.02	0.30%
(25) Equipment	$0.00	0.00%
(26) Consultants	$0.00	0.00%
(27) Catered Food	$2.12	36.14%
(28) Raw Food	$0.00	0.00%
(29) Other Costs	$0.45	7.62%
(30) Indirect Costs	$0.53	9.09%
(31) TOTAL	$5.87	100%

Contracted # of Meals: 12082

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P
** Include all non-USDA (Federal, Federal OTO, State GF, State GF Augmentation, and any baseline adjustments) in this field

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract

C21-214

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

    a. Mileage/Per Diem (meals and incidentals)/Lodging: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

    b. Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

    This is not to be construed as limiting the Subcontractor from paying any differences in costs, from funds other than those provided by CSE, between the CalHR rates and any rates Subcontractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CSE. [SCM 2.17.2.A(4)]

    Subcontractor agrees to include these requirements in all sub-subcontracts it enters into with sub-Subcontractors to provide services pursuant to this Subcontract Agreement.

3. CSE reserves the right to refuse payment to Subcontractor or disallow costs for any expenditure, as determined by CSE to be out of compliance with this Subcontract Agreement, unrelated or inappropriate to subcontract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. Subcontractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Subcontractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

    Subcontractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

    a. Financial Reporting.

    b. Accounting Records.

    c. Complete Disclosure.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Subcontract Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Subcontract Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subcontract Agreement were executed after that determination was made.

2. This Subcontract Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subcontract Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subcontract Agreement in any manner.

3. Limitation of Liability of CSE and/or State

Payment for performance by the Subcontractor shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subcontract, approval by CSE of Subcontractor's budget, and approval by the State of CSE's itemized Area Plan Budget incorporating Subcontractor's budget. No legal liability on the part of the State nor the CSE may arise under this Subcontract until funds are made available, Subcontractor's budget has been received and approved by CSE, the State has approved CSE's itemized Area Plan Budget incorporating Subcontractor's budget, and Subcontractor has received an executed Subcontract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, CSE shall have the option to either:

(1) Terminate Subcontractor pursuant to Exhibit D., Article XII., A.

(2) Offer a subcontract amendment to Subcontractor to reflect the reduced funding for this Subcontract.

b. In the event that CSE elects to offer an amendment, it shall be mutually understood by both parties that:

(1) CSE reserves the right to determine which subcontracts, if any, under this program shall be reduced.

(2) Some subcontracts may be reduced by a greater amount than others, and CSE shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CSE. Interest amounts up to $500 per year may be retained by the Subcontractor for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. Subcontractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]

a. The Subcontractor receives less than $120,000 in federal awards per year.

b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

A. Subcontractor shall be compensated for expenses only as itemized in Subcontractor's budget then most recently approved by CSE and shall not be entitled to payment for those expenses until review and approval by CSE of Subcontractor's budget and until review and approval by the State of CSE's Area Plan Budget incorporating Subcontractor's budget. Subcontractor's Budget as approved by CSE is hereby incorporated by reference into this Subcontract Agreement as a part of Exhibit B.

B. At any time during the Subcontract period, CSE may request that Subcontractor revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.

C. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subcontractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

4. New definitions for 2122 as follows:

   a. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be changed, specified for each fund source

   b. Fringe Benefits – specified for each fund source

   c. Staff Travel – mileage reimbursement, lodging, per diem, and other travel costs, specified for each fund source

   d. Staff training – attendance cost for necessary training, specified for each fund source

   e. Property / Equipment – detailed descriptions and unit costs, specified for each fund source

   f. Supplies – to include items below the $5,000 equipment threshold specified for each fund source

   g. Vendor / Consultant Agreements - specified for each fund source

   h. Food – used in delivering Congregate and Home Delivered meals

   i. Other – Facilities and other ordinary and necessary costs specified for each fund source

   j. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval

   k. Sub-recipient Contractor Services – summary cost for sub-contracted programs specified for each fund source

   l. Indirect Cost

D. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subcontractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1), (f)] [45 CFR 75.414(c)(1), (f)].

2. Subcontractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

5. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title IIIB, IIIC, Program Income must be spent before Subcontract funds (except as noted in 4) and may reduce the total amount of Subcontract funds payable to the Subcontractor.

4. For Title IIIB and IIIC programs, if Program Income is earned by Subcontractor in excess of the amount reported in Subcontractor's last CSE-approved budget, and if aggregate Program Income earned by all providers and CSE exceeds the amount reported in CSE's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subcontractor may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Subcontract Agreement.

7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

One-Time-Only funds are grant funds which are additional to Subcontractor's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subcontract Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subcontractor for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by CDA and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

d. OTO funds can be used to maintain or increase baseline services. However, Subcontractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subcontract period.

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Subcontractor, a sub-Subcontractor, or other local resources that qualify as match for the Subcontract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. Subcontractor may make written request to CSE for approval of a revision to Subcontractor's budget, but CSE may withhold such approval if such revision might cause CSE not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.

B. The final date to submit a request for a budget revision initiated by Subcontractor is December 15th of the Subcontract Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by CSE.

C. The final date to submit a request for a budget revision containing line-item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.

2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.

3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.

4. Matching contributions generated in-excess of the minimum required are considered overmatch.

E. Equipment

Equipment/Property with per unit cost of $5,000 or more requires justification from Subcontractor and prior approval from CSE and CDA. The Subcontractor must submit a detailed listing of equipment purchases in its budget.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

ARTICLE V. PAYMENTS

A. Title III B and III C Programs

The Subcontractor shall prepare and submit to CSE a monthly expenditure report and request for payment, in a format determined by CSE, no later than the 20th calendar day of each month. The report shall include all costs and funding sources for the month prior, including NSIP for III C programs.

B. CSE shall review requests for payment to ensure compliance with the approved Subcontract budget and will analyze current cash needs.

C. CSE shall pay Subcontractor a total not to exceed the maximum amount specified herein. Payments to Subcontractor will be made after Enterprises receives funds from the Prime agency.

D. CSE may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subcontractor, until such time as CSE determines that the financial management standards are met.

E. Maximum Funds Available

In consideration of the timely performance of the Subcontractor in a manner consistent with the law and this Subcontract Agreement, including reporting requirements, CSE shall pay the Subcontractor the lesser of (1) the Subcontractor's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed; or (2) the maximum subcontract award for each category of service as specified herein, or as hereinafter modified in writing by CSE; or (3), at the option of CSE, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum subcontract baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by CSE.

ARTICLE VI. CLOSEOUT

A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 20, 2022.

If a Subcontract is terminated prior to the end of the subcontract period, all reports are due within 20 calendar days following the date of termination.

B. At CSE's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subcontractor fails to report sufficient match in the Financial Closeout Report.

C. If the final expenditures reported to CSE exceed the amount paid to Subcontractor, CSE will reimburse the difference to Subcontractor up to the maximum amount. If the expenditures reported by Subcontractor are less than the payment amount, CSE will invoice Subcontractor for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Exhibit C
General Terms and Conditions

1. **Approval**

   This Subcontract Agreement is of no force or effect until CSE's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subcontractor may not commence performance until such approval has been obtained.

2. **Amendment**

   No amendment or variation of the terms of this Subcontract agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in the Subcontract Agreement is binding on any of the Parties.

3. **Conflict of Interest**

   A. Conflict of Interest

      1) CSE intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers and directors of the Subcontractors. Thus, CSE reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to CSE review and prior approval.

      2) Conflicts of interest include, but are not limited to:

         a) An instance where Subcontractor, or any employee, officer, or director of Subcontractor receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.

         b) An instance where, in connection with the performance of services hereunder, the Subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

   B. Evaluation

      If either Party becomes aware of a known or suspected conflict of interest pursuant to the paragraph A above, the knowledgeable Party shall inform the other Party, and Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, Subcontractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by CSE in its reasonable discretion and cannot be resolved to the satisfaction of CSE, the conflict will be grounds for terminating the Subcontract Agreement for good cause pursuant to Article XII of Exhibit D of this Subcontract Agreement. CSE may, at its discretion upon receipt of a written request from Subcontractor, authorize an extension of the timeline indicated herein.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

4. **Audit**

Subcontractor agrees that CSE, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subcontractor agrees to refund to CSE any amounts claimed for reimbursement and paid to Subcontractor which are later disallowed by CSE after audit or inspection of records.

5. **Use of Name and Publicity**

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

6. **Notices**

All notices permitted or required under this Subcontract Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the Party as specified in Exhibit A3 of this Subcontract Agreement.

7. **Subject Headings**
Headings within this Subcontract Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

8. **Force Majeure**

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

9. **Nondiscrimination**

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes. The Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws, and requires the following language be included in this UTC. With respect to this section, "contract" means this Subcontract Agreement; "Contractor" means Subcontractor; and "subcontract" means sub-subcontract.

During the performance of this contract, Contractor and its Subcontractors shall not unlawfully discriminate 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, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.).

The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

10. **Governing Law**

This Subcontract Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

11. **Severability**

The invalidity or unenforceability of any provisions of this Subcontract Agreement shall not affect the validity or enforceability of any other provision of this Subcontract Agreement, which shall remain in full force and effect.

12. **Entire Agreement**

This Subcontract Agreement constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

13. **Order of Precedence for Exhibits.**

Any inconsistency in the provisions under this Agreement shall be resolved by giving precedence in the following order:

1. Exhibit D – Special Terms and Conditions
2. Exhibit E – Additional Provisions
3. Exhibit C – General Terms and Conditions

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Exhibit D
Special Terms and Conditions

Agency (Required for federal funding source)	Prime Agreement Number/Date (if available)	If Federal, CFDA Number	Is prime award R&D? (yes/no)
U.S. Department of Health and Human Services, Administration for Community Living	AP-2122-03	93.044 93.045 93.053	No

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. The term "Subcontract Agreement" or "Subcontract" shall mean this numbered Subcontract Agreement, Exhibits A, AA, BB, C, D, and E, and Exhibit B which is Subcontractor's Budget as approved by CSE, amendments hereto, the Request for Proposal and Subcontractor's Proposal, if any, the terms and conditions of Agreement No. AP-1920-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.

2. "Subcontractor" means the governmental, nonprofit, or other legal entity awarded funds under this Subcontract Agreement and is accountable to CSE and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subcontract Agreement.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "Cal. Gov. Code" means California Government Code.

6. "OMB" means the federal Office of Management and Budget.

7. "Cal. Pub. Con. Code" means the California Public Contract Code.

8. "Cal. Civ. Code" means California Civil Code

9. "Reimbursable item" also means "allowable cost" and "compensable item."

10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

11. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services.

16. "OAA" means Older Americans Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. This Subcontract Agreement, and all exhibits and amendments thereto.

2. The HHS Grant Terms and Conditions.

3. The Older Americans Act and other applicable federal statutes and their implementing regulations.

4. If applicable, the Older Californians Act and other California State codes and regulations.

5. Agreement No. AP-1920-03 between CSE and the California Department of Aging, all Exhibits and any amendments thereto.

6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Subcontractor agrees to administer this Subcontract Agreement in accordance with all applicable local, State and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subcontract Agreement and resolve all issues using good administrative practices and sound judgment. Subcontractor and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

B. Subcontracts

The Subcontractor shall require language in all subcontracts to require all sub-Subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Subcontractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subcontractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

   The Subcontractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

   The Subcontractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

   Subcontractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subcontract Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

   The California Civil Rights Laws Certification ensures Subcontractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

4. The Subcontractor assures CSE 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 USC 12101 et seq.]

5. The Subcontractor agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subcontract Agreement.

D. Standards of Work

Subcontractor agrees that the performance of work and services pursuant to the requirements of this Subcontract Agreement shall conform to accepted professional standards.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

E. Conflict of Interest

1. The Subcontractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the CSE determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CSE and such conflict may constitute grounds for termination of the Subcontract Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. Subcontractor warrants that no person or selling agency has been employed or retained to solicit this Subcontract Agreement. There has been no agreement to make commission payments in order to obtain this Subcontract Agreement.

2. For breach or violation of this warranty, CSE shall have the right to terminate this Subcontract Agreement without liability or at its discretion to deduct from the Subcontract Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Subcontractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by CSE.

1. When applicable for purposes of construction or repair of facilities, Subcontractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:

   a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

   b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

   c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, Subcontractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Sub-Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Subcontractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. Subcontractor certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

   b. Have not, within a three-year period preceding this Subcontract Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

   d. Have not, within a three-year period preceding this Subcontract Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Subcontractor shall report immediately to CSE in writing, any incidents of alleged fraud and/or abuse by either Subcontractor or sub-Subcontractors.

3. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CSE.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

4. Subcontractor agrees to timely execute any and all amendments to this Subcontract Agreement or other required documentation relating to the sub-Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, Subcontractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subcontractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Subcontractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Subcontractor shall maintain adequate staff to meet Subcontractor's obligations under this Agreement.

2. This staff shall be available to the State and/or to CSE for training and meetings which the State and/or CSE may find necessary from time to time.

M. Corporate Status

1. Subcontractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. Subcontractor shall ensure that any sub-Subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subcontract Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-subcontract by Subcontractor until satisfactory status is restored.

N. Lobbying Certification

Subcontractor, by signing this Subcontract Agreement, hereby certifies to the best of its knowledge and belief, that:

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. Subcontractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all sub-subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Subcontractor and its sub-Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this Subcontract Agreement is on file and available for inspection at Chico State Enterprises, 25 Main Street, Suite 103, Chico, CA 95928-5388.

ARTICLE IV. COMMENCEMENT OF WORK

Should Subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR

Subcontractor shall not sub-subcontract any portion of the work under this Subcontract Agreement without prior review of the proposed sub-subcontracting agreement and written approval by CSE. Should work begin in advance of receiving such approval, that work may be considered as having been performed at risk as a mere volunteer and its cost may not be reimbursed or compensated. Moreover, the authorization by Subcontractor of such work without prior review of the proposed sub-subcontracting agreement and written approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

A. Subcontractor is responsible for carrying out the terms of this Subcontract Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any sub-subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. Subcontractor's decision is final, and the Sub-subcontractor has no right of appeal to CSE or CDA.

B. Subcontractor shall, in the event any Sub-subcontractor is utilized by Subcontractor for any portion of this Subcontract Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XVIII of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.

C. Subcontractor shall not obligate funds for this Subcontract Agreement in any sub-subcontracts for services beyond the ending date of this Subcontract Agreement.

D. Subcontractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of CSE or the State.

E. Subcontractor shall maintain on file copies of sub-subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CSE or CDA.

F. Subcontractor shall monitor the insurance requirements of its sub-Subcontractors in accordance with Article XI, Section G of this Exhibit.

G. Subcontractor shall ensure that the sub-Subcontractor will complete all reporting and expenditure documents requested by CSE. These reporting and expenditure documents shall be sent to Subcontractor in a timely manner and at intervals as determined by CSE.

H. Subcontractor shall, prior to the awarding of a sub-subcontract to any for-profit entity, submit the following to CSE for review and approval:

1. The Request for Proposal or Invitation for Bid.

2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with Subcontractor's rationale for awarding the sub-subcontract to a for-profit entity. [22 CCR 7362] Where a program may be subcontracted to a for-profit organization, Subcontractor should include in its sub-subcontract with the for-profit entity, a requirement for performance of a program-specific audit of the sub-subcontracted program by an independent audit firm.

I. Subcontractor shall require all sub-Subcontractors to maintain adequate staff to meet the sub-Subcontractor's Agreement with Subcontractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

J. If a private nonprofit corporation, the sub-Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

K. Subcontractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a sub-Subcontractor relationship exists. If such a relationship exists, then Subcontractor shall follow the procurement requirements in the applicable OMB Circular.

L. Subcontractor shall utilize procurement procedures as follows:

1. Subcontractor shall obtain goods and services through open and competitive awards. Subcontractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). Subcontractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

A. Subcontractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to CSE) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CSE and CDA. All records pertaining to this Subcontract Agreement must be made available for inspection and audit by CSE or by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Subcontractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subcontract Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Subcontract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. Subcontractor shall ensure that any resource directories and all client records remain the property of CSE and CDA upon termination of this Subcontract Agreement and are returned to CSE and/or CDA or transferred to another Subcontractor as instructed by CSE and/or CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CSE and/or the State and is so stated in writing to Subcontractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by CSE under this Subcontract Agreement.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

F. If the allowability of expenditures cannot be determined because records or documentation of Subcontractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CSE or CDA during the audit resolution process.

G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Subcontract Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Subcontract agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

E. Subcontractor shall keep track of property purchased with funds from this Subcontract Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either Subcontractor or its Sub-subcontractors with funds awarded under the terms of this Agreement, as instructed by CSE. Subcontractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

F. Subcontractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. Property identification number identifying it as CDA Property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

G. Disposal of Property

1. Prior to disposal of any property purchased by Subcontractor or the sub-Subcontractor with funds from this Subcontract Agreement, Subcontractor must obtain approval from CSE, which will in turn seek approval from CDA, for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CSE and CDA. Subcontractor shall submit to CSE a Request to Dispose of Property (CDA 248). CDA will then instruct CSE, and CSE will then instruct Subcontractor, on disposition of the property. Once approval for disposal has been received from CDA and CSE, and Subcontractor has reported to CSE the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subcontractor's inventory report.

2. Subcontractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

H. Any loss, damage, or theft of equipment shall be investigated, fully documented and Subcontractor shall promptly notify CSE.

I. CSE and the State reserves title to all CSE and/or State-purchased or financed property not fully consumed in the performance of this Subcontract Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

J. Subcontractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subcontractor has complied with all written instructions from CSE and/or CDA regarding the final disposition of the property.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

K. In the event of Subcontractor's dissolution or upon termination of this Subcontractor Agreement, Subcontractor shall provide a final property inventory to CSE. CSE and the State reserves the right to require Subcontractor to transfer such property to another entity, or to CSE or to the State.

L. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of Subcontractor's dissolution, CSE or the State will issue specific written disposition instructions to Subcontractor.

M. Subcontractor shall use the property for the purpose for which it was intended under the Subcontract Agreement. When no longer needed for that use, Subcontractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

N. Subcontractor may share use of the property and equipment or allow use by other programs, upon written approval from CSE and CDA. As a condition of the approval, CSE and/or CDA may require reimbursement under this Subcontract Agreement for its use.

O. Subcontractor shall not use equipment or supplies acquired under this Subcontract Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

Q. Subcontractor shall include the provisions contained in this Article in all its sub-subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

Subcontractor shall provide access to CSE, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subcontractor shall include this requirement in its sub-subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized CSE and/or State representatives shall have the right to monitor and evaluate Subcontractor's administrative, fiscal and program performance pursuant to this Subcontract Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

B. Subcontractor shall cooperate with CSE and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. Subcontractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

D. Subcontractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. If Subcontractor is a local government agency or a non-profit organization or an educational institution, and Subcontractor expends $750,000 or more in federal funds during its fiscal year, Subcontractor shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

Chico State Enterprises
Attn: AAA Fiscal Officer
25 Main Street, Suite 103
Chico, CA 95928-5388

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Subcontractor shall ensure that expenditures of funding awarded under this Subcontract Agreement are displayed in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibit E of this Subcontract Agreement Section E of this Article.

B. Subcontractor shall perform a reconciliation of its "Financial Closeout Report" to its audited financial statements, single audit, and general ledger. The reconciliation shall be maintained and made available for CSE and CDA review.

C. CSE will review Subcontractor's resolution within 15 months of Subcontractor's submission of its "Financial Closeout Report."

D. CSE's agreement with CDA imposes upon CSE the responsibility for resolving this subcontract with Subcontractor to determine whether funds provided under this Subcontract Agreement are expended in accordance with applicable laws, regulations, and provisions of the Subcontract Agreement.

Subcontract resolution includes:

1. Ensuring that Subcontractor, if other than a for-profit entity, and if it expends $750,000 or more in Federal Awards during Subcontractor's fiscal year, has met the audit requirements of [2 CFR §200.501 - §200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article and 45 CFR 75.501-75.521 as summarized in section C and D of this Article.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

2. Issuing a management decision on Subcontractor's audit findings within six (6) months after receipt of Subcontractor's single audit report and ensuring that Subcontractor takes appropriate and timely corrective action.

3. Reconciling expenditures reported to CSE to the amounts identified in the single audit, or in other type of audit if Subcontractor is not subject to single audit requirements. If Subcontractor is not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CSE must be accomplished through the performance by CSE of alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

4. When alternative procedures are used, CSE will perform testing of Subcontractor's financial management system for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that adequately identify the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E – Cost Principles [2 CFR 200.302].

5. CSE will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. CSE will determine whether the results of the reconciliation performed necessitate adjustment of CSE's own records.

7. Subcontractor shall facilitate CSE's fulfillment of all of CSE's subcontract resolution responsibilities.

E. If a single audit report is required, Subcontractor's single audit report shall meet 2 CFR Part 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:

1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

2. Properly procured - use procurement standards for auditor selection. [2 CFR 200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

4. All inclusive - includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements, and the schedule of findings and questioned costs. [2 CFR 200.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].

F. Subcontractor shall include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards, that CSE and the State shall have access to all audit reports and supporting work papers, and that the CSE and CDA have the option to perform additional work, as needed.

G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F - Audit Requirements because its expenditures under Federal awards are less than $750,000 during the non-federal entity's fiscal year.

H. Subcontractor shall cooperate with and participate in any further audits which may be required by CSE or by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Subcontract Agreement, Subcontractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Subcontract Agreement.

3. If applicable, or unless otherwise amended by future regulation, Subcontractor and Subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

$750,000 if seating capacity is under 8

$1,500,000 if seating capacity is 8 – 15

$5,000,000 if seating capacity is over 15

4. Workers Compensation and Employers' Liability per statutory limits.

5. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. Subcontractor shall notify CSE within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to CSE, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

2. The Certificate of Insurance shall provide that Chico State Enterprises, the California State University, Chico, the Trustees of the California State University, the State of California, their officers, agents, employees, and servants are included as additional insureds, with respect to work performed under this Subcontract Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.

3. Chico State Enterprises shall be named as the certificate holder and CSE's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Subcontract Agreement. In the event the insurance coverage expires during the term of this Subcontract Agreement, Subcontractor agrees to provide CSE, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event Subcontractor fails to keep in effect at all times said insurance coverage, CSE may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

G. Subcontractor shall require its sub-Subcontractors under this Subcontract Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subcontractor shall require all of its sub-Subcontractors to hold Subcontractor harmless. The sub-Subcontractor's Certificate of Insurance for general and auto liability shall also name Subcontractor, not CSE nor the State, as the certificate holder and additional insured. Subcontractor shall maintain Certificates of Insurance for all of its Subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subcontract Agreement number shall be submitted to CSE with this Subcontract Agreement.

I. Subcontractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subcontractor affirms to comply with such provisions before commencing the performance of the work under this Subcontract Agreement. [Labor Code § 3700]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C21-214

ARTICLE XII. TERMINATION

A. Termination Without Cause

CSE may terminate performance of work under this Subcontract Agreement, in whole or in part, without cause, if CSE determines that a termination is in CSE's best interest. CSE may terminate the Agreement upon ninety (90) days written notice to Subcontractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Subcontract Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Subcontractor shall submit to CSE a Transition Plan as specified in Article IV of Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to Subcontractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Subcontractor shall submit to CDA a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subcontract Agreement shall be effective immediately.

2. A violation of the law or failure to comply with any condition of this Subcontract Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Subcontract Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that Subcontractor is in an unsatisfactory financial condition as determined by an audit of Subcontractor or evidence of a financial condition that endangers performance of this Subcontract Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Subcontract Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of Subcontractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against Subcontractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subcontractor's assets or income.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C21-214

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension. [Article II J]

11. Subcontractor's organizational structure has materially changed.

12. CSE and/or CDA determines that Subcontractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, Subcontractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CSE, Subcontractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Subcontractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further sub-subcontracts for materials or services, except as necessary, to complete the continued portion of the Subcontract Agreement.

3. Terminate all agreements with sub-subcontractors and vendors to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Subcontract Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to Subcontractor. The notice shall describe the action being taken by CSE, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination

Pursuant to 22 CCR 7210, Subcontractor may voluntarily terminate this Subcontract prior to its expiration either by mutual agreement with CSE or upon seventy -five (75) days written notice to CSE.

Subcontractor shall, at least seventy-five (75) days prior to the end of this Subcontract period, give written notice to CSE if Subcontractor intends not to provide one or more Area Plan programs included in this Subcontract Agreement during the subsequent subcontract period. In the case of voluntary termination, Subcontractor shall allow CSE up to one hundred eighty (180) days to transition services. Subcontractor shall submit a Transition Plan in accordance with Exhibit E.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C21-214

F. In the Event of a Termination Notice

CSE will present written notice to Subcontractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Subcontractor agrees that any remedy provided in this Subcontract Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by Subcontractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Subcontractor shall notify CSE immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Subcontract Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subcontract Agreement is binding on any of the parties.

B. CSE reserves the right to revise, waive, or modify the Subcontract Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, or by electronic methods, provided Subcontractor retains receipt, and shall be communicated as of actual receipt.

B. Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises
Attn: Director, Sponsored Projects Administration
25 Main Street, Suite 204
Chico, CA 95928-5388

Notices mailed to Subcontractor shall be to the address indicated on the signature page of this Subcontract Agreement.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. CSE CONTACT

A. The name of CSE's contact to request revisions, waivers or modifications affecting this Subcontract Agreement is Skye Gebhart, Contracts Analyst.

B. Subcontractor shall present the name of its contact for this Subcontract Agreement to CSE. Subcontractor shall immediately notify CSE in writing of any change of its contact or address

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Subcontractor, and its sub-Subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption on Portable Computing Devices

Subcontractor and its sub-Contractors/vendors are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C. Disclosure

1. Subcontractor and its sub-Subcontractors/vendors shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.

2. Subcontractor and its sub-Subcontractors/vendors shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Subcontract Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include but not be limited to name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. Subcontractor and its sub-Subcontractors/vendors shall not use PSCI above for any purpose other than carrying out Subcontractor's obligations under this Subcontract Agreement. Subcontractor and its sub-subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. Subcontractor and its sub-Subcontractors shall not disclose, except as otherwise specifically authorized or required by this Subcontract Agreement or court order, any identifying information obtained under the terms of this Subcontract Agreement to anyone other than CSE and CDA without prior written authorization from CSE, which may at its option request written authorization from CDA. Subcontractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. Subcontractor and its sub-subcontractors/vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Subcontractor accept such blanket authorization from any participant

D. Security Awareness Training

1. Employees, sub-subcontractors/vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of this Subcontract Agreement or within thirty (30) days of the start date of any new employee, sub-subcontractor, vendor, or volunteer's employment and annually thereafter.

2. Subcontractor must maintain certificates of completion on file and provide them to CSE upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Subcontractor agrees to comply with the privacy and security requirements of HIPAA and ensure that sub-subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

Subcontractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Subcontract Agreement. This is to ensure that Subcontractor is aware of, and agrees to comply with, its obligation to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Subcontractor and its sub-Contractors/vendors must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/ProgramsProviders/#Resources.

H. Security Breach Notifications

Notice must be given by Subcontractor and its sub-Subcontractors/vendors to anyone whose PSCI could have been breached in accordance with HIPPA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

Subcontractor and its sub-Subcontractors/vendors shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

J. Electronic Backups

Subcontractor and its sub-Subcontractors/vendors shall ensure that all electronic information is protected by performing regular backup of files and databases and ensure the availability of information assets for continued business. Subcontractor and its sub-Subcontractors/vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of Subcontractor with its sub-Subcontractors/vendors.

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Subcontract Agreement is subject to copyright, CSE reserves the right to copyright such material and Subcontractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. Subcontractor may request permission to copyright material by writing to the Director of CSE. The Director shall grant permission or give reason for denying permission to Subcontractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CSE, CSE reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. Subcontractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

B. Rights in Data

1. Subcontractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subcontract Agreement without the express written consent of the Director of CSE. That consent shall be given, upon receipt by CSE of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CSE. CSE or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subcontractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.

2. As used in this Subcontract Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subcontract Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Subcontract Agreement, the State and/or CSE may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subcontract Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Subcontractor shall assist CSE as necessary for CSE to conduct a cultural and linguistic group-needs assessment of the eligible client population in the Subcontractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group-needs assessment shall take into account the following four factors:

   a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to Subcontractor.

   This group-needs assessment will serve as the basis for CSE's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

2. Subcontractor shall assist CSE as necessary for CSE to prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:

   a. Methodologies used.

   b. The linguistic and cultural needs of non-English speaking or LEP groups.

   c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. CSE shall maintain a record of the group-needs assessment on file at the offices of the Area 3 Agency on Aging at all times during the term of this Subcontract Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Subcontractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Subcontract Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   a. Interpreters or bilingual providers and provider staff.

   b. Contracts with interpreter services.

   c. Use of telephone interpreter lines.

   d. Sharing of language assistance materials and services with other providers.

   e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

   f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group needs assessment, Subcontractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

4. Subcontractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Subcontractor's office at all times during the term of this Subcontract Agreement. [22 CCR 98310]

5. Subcontractor shall notify its employees of clients' rights regarding language access and Subcontractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by CSE with Subcontractor's assistance. [22 CCR 98324]

6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Subcontract Agreement. [22 CCR 98370]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C. Compliance Monitoring

1. Subcontractor, with CSE's assistance, shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Subcontractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Subcontractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Subcontractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. Subcontractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code §11135 et seq. [22 CCR 98326]

3. Subcontractor shall notify CSE immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Attachment E
ADDITIONAL PROVISIONS

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS

A. General Assurances

Subcontractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. Subcontractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

3. CSE will make funds available to Subcontractor only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.

5. Funds made available under this Subcontract Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III services.

6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subcontractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

   93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).

   93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).

   93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its Subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

7. Subcontractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

   a. Subcontractor or any Subcontractors for any Title III or Title VII-A services shall not use means tests.

   b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

   c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.

   d. Subcontractor will:

      1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

      2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

      3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

      4) Establish appropriate procedures to safeguard and account for all contributions.

      5) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

8. Any Title III service shall not implement a Cost Sharing program unless approved by CSE and CDA.

9. Subcontractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

10. Subcontractor shall assist AAA to identify and make contact with the local Office of Emergency Services (OES) for Subcontractor's service area and to define Subcontractor's, AAA's, and the OES' respective roles and responsibilities. Subcontractor may participate in a discussion of the types of clients served by Subcontractor and how their needs will be addressed by the OES in the community.

11. Subcontractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CSE.

12. Subcontractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

13. If a senior nutrition program provider, Subcontractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

14. If a Senior home-delivered program provider, Subcontractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

15. Subcontractor shall assure that the following publication conditions are met:

    Materials published or transferred by Subcontractor and financed with funds under this Subcontract Agreement shall:

    a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

    b. give the name of the entity, the address, and telephone number at which the supporting data is available and

    c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, Subcontractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS

A. Subcontractor shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III-D programs in accordance with CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subcontractor shall submit a written explanation to CSE within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.

C. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

D. Subcontractor shall have written procedures specific to each program which include:

1. Collection and reporting of program data for Sub-contractor.
2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to CSE.
3. Verification of data prior to submission to CSE.
4. Correction procedures.
5. Method for collecting and reporting:
    a. Total estimated unduplicated clients in each non-registered service.
    b. Total estimated unduplicated clients in all non-registered services.
    c. Total estimated unduplicated clients across all registered and non-registered services.
6. A performance data monitoring process.

E. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.

B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE's final adverse determination relating to Title III programs, if applicable.

C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

ARTICLE IV. TRANSITION PLAN

A. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new Contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to affect a safe transition of clients to other community service providers.

B. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.

C. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)

A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by CSE and/or CDA.

B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following

1. Time frames within which a complaint will be acted upon.
2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

   Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:

   a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. "Substantial number" and "significant number" shall be determined by the AAA.

   b. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

   Complaints may involve, but not be limited to, any or all of the following:

      1) Amount or duration of a service.

      2) Denial or discontinuance of a service.

      3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

      4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

   Note: Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

C. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)]

D. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, CSE may take the following steps:

   1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.

   2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.

   3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

4. If Subcontractor fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately.

5. In the event of such termination, CSE shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subcontract Agreement.

Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of CSE.

E. If Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural area where such frequency is not feasible and a lesser frequency is approved by CSE and CDA.

F. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

G. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subcontractor, its officers, employees, and agents.

CSE shall defend, indemnify, and hold harmless Subcontractor, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of CSE, its officers, employees, and agents.

Attachment: C21-214 Chico State Enterprises (SUB21-007) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research Foundation)

C22-061

SUBCONTRACT AMENDMENT

SUBCONTRACT NUMBER	AM NO
SUB 21-007	AM 1 AM 2
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2021, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

Colusa County Department of Health and Human Services ,hereafter called Subcontractor,

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), ~~has~~ received a Federal Passthrough Award, AP-2122-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime. Contractor received an amendment, executed 02/02/2022, awarding additional funds to AP-2122-03. Contractor and Subcontract agree to amend this subcontract as follows:

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence 7/1/2021 and will end 6/30/2022 with the exception of the Federal CAA 3C2 award, which may be expended until 9/30/2022. The maximum amount of this Subcontract is **$124,443.**

Baseline funds awarded as of 07/01/21 C1 Nutrition	$ 50,857
Baseline funds awarded as of 07/01/21 C2 Nutrition	46,760
State 3C2 GF adjustment (Am1)	15,954
Fed USDA 3C2 NSIP Adjustment (Am1)	< 4,315>
Federal CAA 3C2 (Am2)	15,187
Total amendment Am1 & 2 adjustments	**$124,443**

Additionally, the following transfer request has been approved and processed.

	Original Award	Transfer Request	Rebalance Award
FED 3C1	$ 35,510.00	$ (20,920.00)	$ 14,590.00
STATE 3C1	$ 11,929.00	$ (11,929.00)	$ -
NSIP 3C1	$ 3,418.00	$ (2,033.02)	$ 1,384.98
FED 3C2	$ 16,005.00	$ 20,920.00	$ 36,925.00
STATE 3C2	$ 21,653.00	$ 11,929.00	$ 33,582.00
NSIP 3C2	$ 9,102.00	$ 2,033.02	$ 11,135.02
TOTAL	$ 97,617.00	-	$ 97,617.00

All terms and conditions of the original fully executed contract dated 12/21/21 are incorporated into this amendment.

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	
BY: (AUTHORIZED SIGNATURE) DATE Mary Sidney (May 23, 2022 15:35 PDT) 5/23/22	BY: (AUTHORIZED SIGNATURE) DATE Wendy G Tyler 4/12/22
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G Tyler, County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932 wtyler@countyofcolusa.com

Attachment: C22-061 Chico State Enterprises (SUB 21-007 AM1 AM2) (10038 : Senior Nutrition Subcontract Amendment with CSUC Research

COUNTY OF COLUSA, CA **2.7**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Public Works/Road Department**
FROM:	**Michael Azevedo**
SUBJECT:	**Adopt a Resolution authorizing the submittal of application(s) for CalRecycle Household hazardous Waste grants for which Colusa County is eligible for.**

Adopt a Resolution authorizing the submittal of application(s) for CalRecycle Household Hazardous Waste grants for which Colusa County is eligible for.

Detailed Description/Background of request

CalRecycle periodically calls for applications for various forms of assistance to address solid waste related issues. They have a adopted a standard "Authorizing Resolution" for each program, that remains in effect for a period not to exceed 5 years. The attached Resolution references Colusa County as the lead agency and delegates signatory authority to the Director of Public Works for a period of 5 years.

Prior Board Action

Adopted similar Resolutions in 2013 and 2018.

Fiscal Impact/Funding Source

None. Solid Waste Grants are typically 100% funded. Any match requirement that may arise would be funded through the Solid Waste Enterprise Fund. No impact to the general fund.

Action for the Clerk

Provide Executed Resolution to Public Works for submission no later than September 19, 2024

ATTACHMENTS:

- HHW ApplicationCertification Colusa MJA (PDF)
- Colusa County Resolution(DOC)

CalRecycle

Grants Management System (GMS)

Application Certification

Application Information

Applicant: Colusa County

Cycle Name: Household Hazardous Waste Discretionary Grants

Cycle Code: HD43

Grant ID: 29051

Grant Funds Requested: $75,862.00

Matching Funds: $0.00 (if applicable)

Application Due Date: 08/20/2024

Secondary Due Date: 09/20/2024

Contacts

Name	Title	Prime	Second	Auth	Cnslt	Prtcpnt. Auth
Larry Sweetser	Consultant		X		X	
Michael Azevedo	Director	X	X	X		

Budget

Category Name	Amount
Admin and Personnel Costs	$6,362.00
Collection	$60,000.00
Education	$3,000.00
Equipment	$6,500.00
Training	$0.00
Upgrade/Expansion	$0.00

Site Information

Name	Type
Colusa County Road Department	Collection Facility

Documents	Document Title	Received Date
Required		
Application Certification		
Budget	Colusa Budget - HD43 Revised 5.6.24.xlsx	8/17/2024
Narrative Proposal	Revised Narrative Proposal - HD43.docx	8/17/2024
Work Plan	WP_Colusa County_HD43.docx	8/18/2024
Required By Secondary Due Date		
Resolution - Lead Participant		
Other Supporting Document(s)		
Joint Powers Agreement		
Letter of Authorization/Resolution		
Letter of Designation		

Attachment: HHW ApplicationCertification Colusa MJA (10030 : Resolution Authorizing Household Hazardous Waste Calrecycle Grant

Application Certification

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

X Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution is received after this date, its application will be disqualified.

EPPP

Does your organization and any participants have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

X Yes, our organization and any participants have an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

X Not Applicable. This application does not include any charter cities.

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which may consist of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

x Mike Azevedo Digitally signed by Mike Azevedo Date: 2024.08.19 06:11:17 -07'00' 8/19/2024

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application) — Date

Michael J Azevedo — Director, Public Works

Print Name — Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

Attachment: HHW ApplicationCertification Colusa MJA (10030 : Resolution Authorizing Household Hazardous Waste Calrecycle Grant

RESOLUTION NO._____

Resolution of the Colusa County Board of Supervisors authorizing submittal of an Individual Grant application for Household Hazardous Waste Grant Program (FY 2024-25) –
Small Projects Cycle

Whereas, the California Public Resources Code authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs; and

Whereas, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the Grant Programs; and

Whereas, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle Grants.

Now, therefore, be it resolved that **Colusa County** is authorized to submit an application to CalRecycle for **Household Hazardous Waste Grant Program (FY 2024-25) – Small Projects Cycle**.

Be it further resolved that the **Public Works Director** or their designee, are hereby authorized as Signature Authority to execute in the name of the **Colusa County** all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.

Attachment: Colusa County Resolution (10030 : Resolution Authorizing Household Hazardous Waste Calrecycle Grant Application)

Be it further resolved that these authorizations are effective for five years from the date of adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 17th day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

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

By:_____
Ann Nordyke, Deputy

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Attachment: Colusa County Resolution (10030 : Resolution Authorizing Household Hazardous Waste Calrecycle Grant Application)

COUNTY OF COLUSA, CA **2.8**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Approve 3rd Modification with Ramos Oil Company, dba Ramos Environmental Services for environmental waste disposal services, effective October 1, 2024.**

Approve 3rd Modification with **Ramos Oil Company, dba Ramos Environmental Services** for environmental waste disposal services, effective October 1, 2024.

Detailed Description/Background of request

Approve 3rd Modification with Ramos Environmental Services for environmental waste disposal services, effective October 1, 2024.

The Department of Public Works (DPW) requests for this third modification with Ramos Environmental Services. DPW mechanics service and repair the departments fleet of vehicles/equipment and need to dispose of used oil & other waste materials in a safe & proper manner. DPW has an existing contract with Ramos Environmental Services (PC20-040) to perform this removal/disposal service, however their rates have changed. Therefore, DPW is requesting to replace Attachment "A" with a NEW Attachment "A" which reflects the current pricing and adjust the compensation from the do not exceed amount of $10,000 to $5,000 per fiscal year. DPW typically utilizes this service once annually. Additionally, DPW requests to extend the term of the contract until October 1, 2029.

Prior Board Action

None. The original contract was executed by the Purchasing Agent pursuant to the County's Purchasing Policy.

Fiscal Impact/Funding Source

Budgeted in the Road Fund 007-53180-610

Not to exceed $5000 per fiscal year.

Action for the Clerk

Please number contract, obtain signatures and send to:

Ramos Environmental Services
Att: John Villanueva
1515 S River Road
West Sacramento, CA 95691

When sending the Modification, please include PC22-032 for signature as well. The counter-signed copy was never returned.

ATTACHMENTS:

- 3rd Mod_Ramos Environmental Services (DOCX)
- ATTACHMENT A_Ramos Environmental Scope and Fees (DOCX)
- PC22-032 PENDING 2nd Mod Ramos Oil Recyclers Inc (PDF)
- PC21-045 1st Modification Ramos Oil Recyclers Inc (PDF)
- PC20-040 Ramos Oil Recyclers, Inc (PDF)

Third Modification for Environmental Waste Disposal Services

This Third Modification of the Environmental Waste Disposal Services contract ("Contract") is between the County of Colusa (“County”), a political subdivision of the State of California, and Ramos Oil Company, dba Ramos Environmental Services ("Contractor") a California Non-Profit Corporation.

Background

On May 1, 2020, the parties executed contract PC20-040 for Environmental Waste Disposal services as needed.

On May 1, 2021, the parties executed the 1st Modification to the contract (PC21-045) to extend the term of the contract through April 30, 2022.

On May 1, 2022, the parties executed the 2nd Modification to the contract (PC22-032) to extend the term of the contract through April 30, 2025.

The parties now want to modify the Contract to replace Attachment “A” with a NEW Attachment “A” to reflect the updated rates, update compensation not to exceed $5,000 per fiscal year and update the term.

Modification

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

1. Section 2, Term, is deleted in its entirety and replaced with the following, This contract shall begin on October 1, 2024 and shall terminate on October 1, 2029
2. Section 3, Compensation, is deleted in its entirety and replaced with the following, County will pay Contractor compensation not to exceed $5,000 per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment. Contractor shall notify County with 60 days’ notice of any fee changes. If County does not object, the Contract with proceed without an amendment.
3. Section 21, Attachment “A” is replaced with a NEW Attachment “A” Scope of Work and Fee Schedule.

Signatures to follow

Attachment: 3rd Mod_Ramos Environmental Services [Revision 2] (9971 : Approve 3rd Modification with Ramos Environmental Services)

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

RAMOS OIL COMPANY, DBA RAMOS ENVIRONMENTAL SERVICES

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Clerk

Attachment: 3rd Mod_Ramos Environmental Services [Revision 2] (9971 : Approve 3rd Modification with Ramos Environmental Services)

ATTACHMENT A

Scope of Work and Fee Schedule

Ramos Environmental Services

USED OIL:

Stop Charge	$100.00
Recycle Fee	$0.10/gallon

*Used oil must have less than 1000 ppm total halogens, less than 10% water, a flash point greater than 100 degrees F, and no PCBs.

The Recycle f□e will increase by $0.05/gallon for each subsequent year.

USED ANTIFREEZE:

Recycle fee	$0.25/gallon

*Used antifreeze will be picked up at same time as oil. Used antifreeze must have greater than 35% Glycol.

DRUMMED WASTE:

Oily Solids	$260.00/drum
Asphalt Emulsion	$400.00/drum
Used Oil Filters	$85.00/drum
Empty drum disposal	$45.00/drum

*Used oil filters must be crushed or have two holes punched in them (one at the closed end of the filter, and one on the side).

REPLACEMENT DRUMS:

55-gallon metal drums	$85.00/ea. + tax
UN 1 A2 8 5 gallon overpack	$385.00/ea. + tax

VACUUM SERVICES:

Vacuum Truck	$145.00/hour
Truck Washout	$300.00

* Truck Time will be billed portal to portal from West Sacramento.

Non-RCRA Waste:

Oily Water	$2.00/gallon
Solids	$3.50/gallon

Non-hazardous Waste (must have analytical):

Water	$1.50/gallon
Solids	$3.00/gallon

Attachment: ATTACHMENT A_Ramos Environmental Scope and Fees (9971 : Approve 3rd Modification with Ramos Environmental Services)

ENERGY SURCHARGE: 15% of total invoice

EPA MANIFEST FEE: $25.00 per manifest

The above prices do not include any local, state, or federal taxes.

Disposal prices are subject to profile approval from the final disposal facility.

Attachment: ATTACHMENT A_Ramos Environmental Scope and Fees (9971 : Approve 3rd Modification with Ramos Environmental Services)

Second Modification of Contract PC20-040 for Environmental Waste Disposal Services

This Second Modification of Contract PC20-040 for Environmental Waste Disposal Services is between County of Colusa (County), a political subdivision of the State of California, and Ramos Oil Recyclers, Inc. a California Corporation, dba Ramos Environmental Services.

Background

On May 1, 2020, the parties executed contract PC20-040 for Environmental Waste Disposal services as needed.

On May 1, 2021, the parties executed the 1st Modification to the contract (PC21-045) to extend the term of the contract through April 30, 2022

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

Modification

The parties agree to modify the Contract effective May 1, 2022, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the contract to April 30, 2025.

COUNTY OF COLUSA

_____ Date:_____
Wendy G. Tyler, County Administrative Officer

RAMOS OIL RECYLERS, INC.

_____ Date:_____
John Villanueva, VP

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Attachment: PC22-032 PENDING 2nd Mod Ramos Oil Recyclers Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

PC21-045

First Modification of Contract PC20-040 for Environmental Waste Disposal Services

This First Modification of Contract PC20-040 for Environmental Waste Disposal Services is between County of Colusa (County), a political subdivision of the State of California, and Ramos Oil Recyclers, Inc. a California Corporation, dba Ramos Environmental Services.

Background

On May 1, 2020, the parties executed contract PC20-040 for Environmental Waste Disposal services as needed.

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

Modification

The parties agree to modify the Contract effective May 1, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the contract to April 30, 2022.

COUNTY OF COLUSA

Date:_____
Wendy G. Tyler, County Administrative Officer

RAMOS OIL RECYLERS, INC.

Date: 6-23-21
Signature

JOHN VILLANUEVA
Printed Name and Title

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Attachment: PC21-045 1st Modification Ramos Oil Recyclers Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

PC20-040

Environmental Waste Disposal Contract

This Environmental Waste Disposal Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Ramos Oil Recyclers, Inc. ("Contractor"), a California corporation, doing business as Ramos Environmental Services.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Environmental Waste Disposal Services as needed, as more specifically detailed in Exhibit "A."

2. **Term:** This Contract shall begin on May 1, 2020, and shall terminate on April 30, 2021. The term may be extended by two one year periods, if agreed upon by both parties.

3. **Compensation:** County will pay Contractor compensation not to exceed $10,000. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Upon completion of services provided for in paragraph 1, Contractor shall provide County with an invoice for the services. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

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

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

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

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

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

perform all services under this Contract.

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

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

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

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

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

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

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

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

less than A:VII:

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

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

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

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

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

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

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

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

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

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

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

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

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

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

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

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

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

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

If to County:	County of Colusa Department of Public Works 1215 Market Street Colusa, CA 95932
If to Contractor:	Ramos Environmental Services PO Box 401 West Sacramento, CA 95691 916.371.5747

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

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

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

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

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

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

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

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

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

and effect and shall not be affected or invalidated.

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

    A. Exhibit "A" – Services & Fee Schedule

COUNTY OF COLUSA

Date: 4/27/2020

Wendy G. Tyler, County Administrative Officer

RAMOS OIL RECYCLERS, INC. dba RAMOS ENVIRONMENTAL SERVICES

Date: 5-1-20

John Villanueva, VP

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

Ramos Oil Recyclers, Inc.
doing business as
Ramos Environmental Services

Exhibit A

Services & Fee Schedule

USED OIL:

Stop Charge	$75.00
Recycle fee	$0.15/gallon

* Oil must have less than 1000 parts per million total halogens, less than 10% water, flash point greater than 100 degrees, and no polychlorinated biphenyls. The Recycle fee will increase by $0.05/ gallon for each subsequent year.

OIL FILTERS:

55 Gallon drums	$60.00/drum

* Replacement drum is included. Filters must be metal, completely drained, punctured, and not have any debris such as plastic or paper filters or absorbent.

USED ANTIFREEZE:

Stop Charge	$75.00
Recycle fee	$0.15/gallon

* Only one stop charge will be billed when Antifreeze and Oil are picked up at the same time. Used antifreeze must have greater than 35% total glycol and less than 5% oil. There is a 40 gallon minimum for used Antifreeze pumping.

OILY DEBRIS: 55 Gallon drums	$195.00/drum
OILY WATER: 55 Gallon drums	$150.00/drum
OILY SLUDGE: 55 Gallon drum	$375.00/drum
PAINT: 55 Gallon drums	$375.00/drum
ASPHALT EMULSION/DIESEL: 55 Gallon drums	$375.00/drum
GASOLINE/DIESEL: 55 Gallon drums	$300.00/drum

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

DRUMS:	
Replacement United Nation approved drums	$65.50/each
Empty drum disposal fee	$35.00/each
UN1A2 85G overpack D	$225.00/drum
VACUUM SERVICES:	
Transportation	$115.00/hour
Truck Washout	$200.00
* Truck time will be billed portal to portal from West Sacramento	
Non-RCRA Waste:	
Liquids	$1.50/gallon
Solids	$3.00/gallon
Non-Hazardous Waste (must have analytical)	
Liquids	$1.00/gallon
Solids	$2.00/gallon
EPA R Manifest Fee	$25.00/each

Energy Surcharge of 5% for All Drum Waste Orders

All containers must be in good shippable condition and packaged according to United States Department of Transportation regulations.

Attachment: PC20-040 Ramos Oil Recyclers, Inc (9971 : Approve 3rd Modification with Ramos Environmental Services)

COUNTY OF COLUSA, CA **2.9**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Adopt specifications and working details for Request for Bids (RFB) for procurement and installation of door access controls at Behavioral Health located at 162 E. Carson St., Colusa and authorize the Clerk to post notice of same.**

Adopt specifications and working details for Request for Bids (RFB) for procurement and installation of door access controls at Behavioral Health located at 162 E. Carson St., Colusa and authorize the Clerk to post notice of same.

Detailed Description/Background of request

Behavioral Health is requesting procurement and installation of door access controls at their office located at 162 E. Carson St., Colusa. The additional access controls are needed to support the current door system, Linear e3 eMerge.

The RFB consists of (1) new 4 door access control panel to be installed in the existing computer room, relocation of (1) access control to an exterior door and installation of (1) new access control within the interior of the building. The access control panel is a necessity for adding additional access controls. The current system is utilized to its maximum capacity.

Purchasing and Procurement requests that the Board adopt specifications and working details of this RFB for the procurement and installation of door access controls at Behavioral Health and authorize the Notice to Bidders be published.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted 279-57199-279

Action for the Clerk

Please publish the Notice to Bidders in the Pioneer Review an post accordingly.

ATTACHMENTS:

- RFB_BH Access Controls (DOC)

- NOTICE TO BIDDERS (DOCX)
- BH_Door Access Controls_Contract (DOCX)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS

Installation of Door Access Controls

Mandatory Walk-Thru: October 10, 2024 at 2:00 p.m.

Due Date: October 22, 2024 at 4:30 p.m.

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors to provide and install door access controls for Behavioral Health, as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

2. Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: To provide and install door access controls, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

6. Time of Completion: The work is to be completed no later than February 28, 2025.

7. Time and Place of Submission of Bids:

A. Time: Three (3) bids shall be submitted on or before **October 22, 2024** no later than 4:30 p.m. at which time they will be opened and read aloud by the County.

B. Place: All Bids shall be delivered to:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932.

C. Please include three (3) copies of bid document in a sealed envelope clearly marked:

"Access Controls - BH"

D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

F. All bids (exceeding $25,000) shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

1) Cash;
2) A cashier's check made payable to the County;
3) A certified check made payable to the County; or
4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. on October 15, 2024:

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

Any addenda issued shall be included in the bid proposal.

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. The County reserves the right to reject any and all bids.

P. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

Q. Any Change Orders or issues that may arise must be discussed with the IT Director for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance with in conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusaca.gov.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. The current door configuration within our system is attached, marked "Current Door Configuration." Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

PROJECT SPECIFICATIONS

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

Statement of Work	Vendor will install (1) new (4) door access control panel in the existing computer room. Vendor will relocate (1) access control from Room 52 to NE exterior door. Vendor will install (1) new access control at Room 11.
Linear 4 Door Access Control Panel	EXN-4M: EMERGE ELITE 4-DOOR EXPANSION NODE
Linear Mullion Reader	2-N-1PROXHAF; 2NA PROX READER 125KHZ,HAF,BLK 620-100451
8 Channel Power Supply Securitron	SCT-0004-AQD6 SCT-0010-PDB-8C8R1
Door Hardware Taxable	Cylindrical Lock Electrified Power Hinge
Access Control Cable	Access control cable 22/6 STRD SHLD CL2/CMR GRY
EZ-Path Series 22 fire-rated pathway device kit	EZ-Path Series 22 fire-rated device kit – includes one series 22 device (1.5 in. x 1.5 in. x 10.5 in), one pair (2) wall plates and labels EZD22
½ in. x 1 ft. Electric Metallic Tube (EMT) Conduit	½ in. x 1 ft. Electric Metallic Tube (EMT) Conduit
Miscellaneous	Miscellaneous fittings, mounting hardware, cable ties, etc.

All work will be done at Behavioral Health Services located at 162 E. Carson St., Colusa, Ca.

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

SUB-CONTRACTOR'S LIST

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

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

BID WORKSHEET
BH Door Access Controls

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Access Controls/Panel	$
2	Miscellaneous Material	$
		$
		$
	CA SALES TAX 8.75% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	LABOR	$
	GRAND TOTAL	$

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

VENDOR

_____ _____

Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 2024.

Attachment: RFB_BH Access Controls [Revision 2] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

PLEASE PUBLISH: September 27, 2024 and October 4, 2024
POSTED AT HISTORICAL COURTHOUSE:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) from licensed contractors to provide and install door access controls for Behavioral Health, as more specifically detailed in the Project Specifications of this RFB. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 4:30 p.m. on October 22, 2024. There is a **mandatory** pre-installation meeting scheduled at the site on October 10, 2024 at 2:00 p.m. sharp.

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

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

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

Date:

ATTEST: Wendy G. Tyler
Clerk of the Board

_____
Ann Nordyke, Chief Deputy

Attachment: NOTICE TO BIDDERS [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access Controls)

C____-_____

_____

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), an insert who they are (e.g. independent contractor, attorney, California Corporation, California Limited Liability Corporation, California Limited Liability Partnership, etc.). 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 door access controls located at 162 E. Carson St., Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than February 28, 2025.

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

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** _____(payment terms TBD). Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor

DRAFT

Attachment: BH_Door Access Controls_Contract [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access

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

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint

Attachment: BH_Door Access Controls_Contract [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access

DRAFT

venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

Attachment: BH_Door Access Controls_Contract [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access

Attachment: BH_Door Access Controls_Contract [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access

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

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

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

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

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

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

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

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

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

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

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the

California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

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

15. **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.

16. **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.

17. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of

Attachment: BH_Door Access Controls_Contract [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access

California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

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:	Insert the name and address of your department here with the main and facsimile telephone numbers. Be sure to include the contact person.
If to Contractor:	Insert the name, address and telephone number of the other party here.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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

Attachment: BH_Door Access Controls_Contract [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access

Contract; or

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

25. **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.

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

A. Attachment "A" Scope of Work
B. Attachment "B" Bid Documents

COUNTY OF COLUSA

_____Date:_____
Gary Evans, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Ann Nordyke, Deputy

DRAFT

Attachment: BH_Door Access Controls_Contract [Revision 1] (10004 : Adopt specifications and working details for RFB - Door Access

COUNTY OF COLUSA, CA **2.10**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **Adopt specifications and working details for the Request for Bids (RFB) for the Historic Courthouse window repair located at 547 Market St., Colusa, Ca and authorize the Clerk to post notice of same.**

Adopt specifications and working details for the Request for Bids (RFB) for the Historic Courthouse window repair located at 547 Market St., Colusa, Ca and authorize the Clerk to post notice of same.

Detailed Description/Background of request

Due to normal wear and tear and weather damage over the past several years, a window on the second floor of the Historic Courthouse in the Judge's Chambers is damaged.

The Maintenance Supervisor has had four glass companies look at the project. All of them referred him to a general contractor due to the specialty of the job. The window is large in size and a custom design due to the historic nature of the building.

Purchasing and Procurement requests that the Board adopt the specifications and working details of this RFB for window repair at the Historic Courthouse located at 547 Market St., Colusa, Ca and authorize the Notice to Bidders be published.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted 001-53130-473-CTH

Action for the Clerk

Please publish the Notice to Bidders in the Pioneer Review and register the project with DIR.

ATTACHMENTS:

- RFB_Window - Historic Courthouse (DOC)
- Contract (DOCX)

- NOTICE TO BIDDERS (DOCX)

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
Window Replacement at the Historic Courthouse

Mandatory Walk-Thru: October 10, 2024 @ 11:00 a.m.

Due Date: October 22, 2024 @ 4:00 p.m.

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the replacement of one window on the second floor of the Colusa Historical Courthouse located at 547 Market St., Colusa, Ca, 95932, as more specifically detailed in the Scope of Work of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

2. Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: To replace one window on the second floor of the Colusa Historical Courthouse, as more specifically detailed on the Scope of Work below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

6. Time of Completion: The work is to be completed by March 31, 2025. The work scheduled must be coordinated with the Superior Court schedule. Maintenance Supervisor, Dusty Whiting, will be the contact for scheduling and coordination. He may be reached at (530) 682-2743.

7. Time and Place of Submission of Bids:

   A. Time: Two (2) bids shall be submitted on or before **October 22, 2024** no later than **4:00 p.m.** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932.

   C. Please include two (2) copies of bid document in a sealed envelope clearly marked:

   "Window Replacement at Historic Courthouse"

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

   F. All bids (exceeding $25,000.) shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

      1) Cash;
      2) A cashier's check made payable to the County;
      3) A certified check made payable to the County; or
      4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. on October 15, 2024:

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

   Any addenda issued shall be included in the bid proposal.

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. The County reserves the right to reject any and all bids.

P. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

Q. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusa.org.

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Scope". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

SCOPE OF WORK

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

- Contractor will remove old existing single hung window from opening. See image on following page.

- Contractor will fix all dry rot in the bottom corner of sill and jamb so that the new window can be installed. Additionally, all other other areas found from removal of window will be repaired. See image on following page.

- New window to be installed will be a picture window at the top and a single hung below. The glass is to be Low-E rated.
    - Overall dimensions: Rough measurement (138” x 46 5/8”). Picture window and single hung windows to be roughly the same size.

- Frame of window to be green to match the existing trim as close as possible.

- Window to be installed in a block framed wall.

- Contractor will be responsible for any touch ups that may occur in this process, being less intrusive is key on this job.

- Contractor will be required to have a safe and secure work site as we will not be shutting down the courthouse for this process. Noise needs to be kept to a minimum.

- NOTE: window will have to be removed and installed from the outside as there is a drop ceiling installed in the office that the window needs to be fixed in. No access to remove glass from the inside. Contractor will be responsible for any lifts and or machinery to get to the second story for the safe removal and install of this project.

- The Bid should include two options for installation: (1) normal business hours or (2) weekend hours.

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

BID WORKSHEET
Window Replacement at the Historic Courthouse

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Window	$
2	Installation materials	$
3		$
		$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	LABOR (NORMAL BUSINESS HOURS)	$
	LABOR (WEEKEND HOURS)	$
	GRAND TOTAL	$

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

VENDOR

_____ _____

Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 2024.

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

SUB-CONTRACTOR'S LIST

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

Attachment: RFB_Window - Historic Courthouse (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

C____-_____

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), an insert who they are (e.g. independent contractor, attorney, California Corporation, California Limited Liability Corporation, California Limited Liability Partnership, etc.). 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 to replace one window on the second floor of the Historic Courthouse located at 547 Market St., Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than March 31, 2025.

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

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor

Attachment: Contract (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

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

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint

Attachment: Contract (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

Attachment: Contract (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

DRAFT

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

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

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

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

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

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

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

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

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

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

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the

Attachment: Contract (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

DRAFT

California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

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

15. **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.

16. **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.

17. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of

Attachment: Contract (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

DRAFT

California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

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:	Insert the name and address of your department here with the main and facsimile telephone numbers. Be sure to include the contact person.
If to Contractor:	Insert the name, address and telephone number of the other party here.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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

Attachment: Contract (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

Contract; or

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

25. **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.

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

A. Attachment "A" Scope of Work
B. Attachment "B" Bid Documents

COUNTY OF COLUSA

_____Date:_____
Gary Evans, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
, Deputy

DRAFT

Attachment: Contract (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

PLEASE PUBLISH: September 27, 2024 and October 4, 2024
POSTED AT HISTORICAL COURTHOUSE:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) from licensed contractors for the replacement of one window on the second floor of the Colusa Historical Courthouse the, located at 547 Market St., Colusa, Ca, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 4:00pm on October 22, 2024. There is a **mandatory** walk-thru meeting scheduled at the site on October 10, 2024 11:00 am sharp.

The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

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

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

Date:

ATTEST: Wendy G. Tyler
Clerk of the Board

_____
,Deputy

Attachment: NOTICE TO BIDDERS (10011 : Adopt specifications and working details for RFB - Courthouse Window Repair)

COUNTY OF COLUSA, CA **2.11**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Ratify 1st Modification with Precision West Telecommunications, dba Precision West Technologies, Inc to extend the term of the contract**

Ratify 1st Modification with **Precision West Telecommunications, dba Precision West Technologies**, Inc to extend the term of the contract.

Detailed Description/Background of request

The Board approved contract C24-108 on August 6, 2024 with Precision West Technologies to provide the County with procurement and installation of a camera system for Transitional Housing. The completion date in the approved contract was July 30, 2024, which clearly was in error, and was discovered by the Clerk's when mailing the documents after approval. In order to keep this project on track, the CAO approved a first modification with the correct completion date of October 31, 2024.

Staff requests ratification of this first modification correcting the error in the term of agreement. All other terms remain the same.

Prior Board Action

C24-108

Fiscal Impact/Funding Source

None.

Action for the Clerk

Number contract, save in LaserFiche

ATTACHMENTS:

- 1st Mod_Precision West Technologies (PDF)
- C24-108 Precision West Telecommunications dba Precision West Technologies (PDF)

First Modification Procurement & Installation of Camera System Contract

This First Modification of the Procurement and Installation of Camera System contract ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Precision West Telecommunications, DBA Precision West Technologies Inc. ("Contractor"), a California Corporation.

Background

On August 6, 2024 the parties executed Contract C24-108 for the Contractor to provide County with procurement and installation of a camera system for Transitional Housing located at 709 D St., Colusa, Ca, 95932.

The parties now want to modify the Contract to extend the term to October 31, 2024.

Modification

The parties agree to modify the Contract effective August 8, 2024 as follows:

1. Section 2, Term is modified by extending the termination date to October 31, 2024.

COUNTY OF COLUSA

Wendy G. Tyler Date: 8/9/24

Wendy G. Tyler, CAO

APPROVED AS TO FORM

Richard Stout, County Counsel

PRECISION WEST TELECOMMUNICATIONS, DBA PRECISION WEST TECHNOLOGIES INC.

Signature Date: 8-15-24

President, Mark Savickas

Printed Name and Title

Attachment: 1st Mod_Precision West Technologies (10012 : Ratify 1st Modification with Precision West Telecommunications, dba Precision

C24-108

Procurement & Installation of Camera System

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Precision West Telecommunications, DBA Precision West Technologies 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 to install a camera system located at 709 D 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 upon full execution of this contract, and shall be completed by July 30, 2024.

3. **Compensation:** County will pay Contractor compensation not to exceed $12,875.41, 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 completion of the project, Contractor shall provide County with an invoice for the services provided. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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

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

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

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

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

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

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

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

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

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

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

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

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

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

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

17. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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

If to County:	Precision West Technologies Inc. 4231 Pacific St., Suite 3 Rocklin, Ca, 95677
If to Contractor:	County of Colusa 547 Market St., Suite 102 Colusa, Ca, 95932

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

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

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

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

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

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

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

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

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

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

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

A. Attachment "A" Scope of Work
B. Attachment "B" RFB – Transitional Housing Camera System

COUNTY OF COLUSA

Date 8/6/24
Gary J. Evans, Board Chair

CONTRACTOR

Date: 8-15-24
Signature

Mark Savicka as President
Printed 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 Clerk

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

Attachment A
Scope of Work

Vendor will install 6 cameras on the Health and Human Services Transitional Housing covering the outside areas.

Vendor will be using wireless bridge antennas to get video feeds from the Transitional Housing back to the Health and Human Services building.

Vendor will install new NEMA enclosure with outlet in order to power networking devices.

Vendor will install all required network cabling from cameras to network switch and wireless bridge antennas.

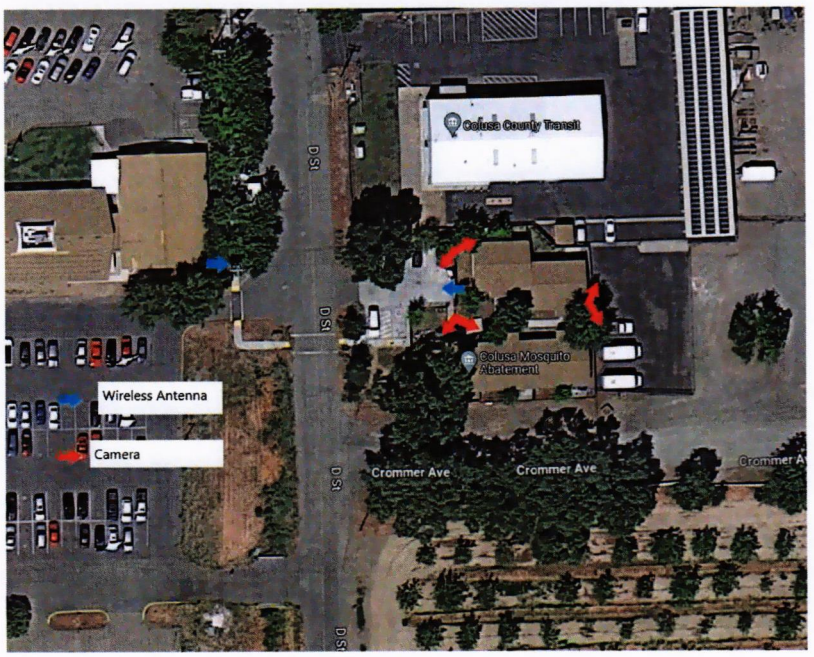
NVR will be installed in the Health & Human Servers main building in a rack mount enclosure in existing network rack.

The 6 cameras will be installed in the specified locations facing the direction of the arrows.

NVR and Camera specs to be used:

- 4Mp POE outdoor rated cameras support H.265 or better protocol
- Recording storage to hold at least 1 year of video recordings
- NVR should be rack mountable

Note: Customer will have 120V power for vendor to tie into.



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COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS

Transitional Housing Camera System

709 D Street, Colusa, CA

Mandatory Walk-Thru: May 21, 2024 @ 10:00 a.m.

Due Date: May 31, 2024 @ 3:00 p.m.

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from qualified vendors for an outdoor camera system to be located at 709 D Street, Colusa, CA as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage. There is a **mandatory** job walk on May 21, 2024 at 10:00 a.m.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

2. Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: Procure and install a camera system located at 709 D Street, Colusa, CA, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

6. Time of Completion: The work is to be completed by July 30, 2024.

7. Time and Place of Submission of Bids:

A. Time: Two (2) bids shall be submitted on or before **May 31, 2024** no later than 3:00 p.m. at which time they will be opened and read aloud by the County.

B. Place: All Bids shall be delivered to:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932.

C. Please include two (2) copies of bid document in a sealed envelope clearly marked:
"TH Camera System"

D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

E. A responsive bid must include a fully completed Bid Worksheet. Bidders must use the provided Bid Worksheet and may submit their own bid worksheet with additional information sheets, as needed.

F. All bids (exceeding $25,000.) shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

1) Cash;
2) A cashier's check made payable to the County;
3) A certified check made payable to the County; or
4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. May 24, 2024:

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

Any addenda issued shall be included in the bid proposal.

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. Detailed schematic drawings must be submitted with bid response.

P. The County reserves the right to reject any and all bids.

Q. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

R. Any Change Orders or issues that may arise must be discussed with the IT Director for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance with in conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusa.org.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

SUB-CONTRACTOR'S LIST

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

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

Project Specifications for Transitional Housing Camera System
709 D Street, Colusa, CA

Vendor will install 6 cameras on the Health and Human Services Transitional Housing covering the outside areas.

Vendor will be using wireless bridge antennas to get video feeds from the Transitional Housing back to the Health and Human Services building.

Vendor will install new NEMA enclosure with outlet in order to power networking devices.

Vendor will install all required network cabling from cameras to network switch and wireless bridge antennas.

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The 6 cameras will be installed in the specified locations facing the direction of the arrows.

NVR and Camera specs to be used:

- 4Mp POE outdoor rated cameras support H.265 or better protocol
- Recording storage to hold at least 1 year of video recordings
- NVR should be rack mountable

Note: Customer will have 120V power for vendor to tie into.

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

BID WORKSHEET
Transitional Housing Camera System
709 D Street, Colusa, CA

NAME_____

ADDRESS_____

CITY_____ STATE_____ZIP CODE_____ PHONE_____

DIR #_____ DIR # Expiration _____

ITEM	PRODUCT	PRICE
1	EQUIPMENT: Wireless Bridge, Cameras, POE Switch, NVR	
2	ELECTRICAL: Nema Enclosure, Outlet, Cable, Conduit, Misc.	
3	CABLING: Cat 6	
4	MISC. HARDWARE	
5	DATA RECORDING RETENTION (One Year): Monthly charge _____	
6	MISC: (Specify)	
	CA Sales Tax 8.75% on Applicable Items	$
	Subtotal	$
	Labor Hourly Charge _____ # Hours _____ Labor Total	$
	GRAND TOTAL	$

Vendor may include a copy of their bid estimate as backup to this bid worksheet

VENDOR

_____ _____

Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 2024.

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C 24-108

Procurement & Installation of Camera System

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a_____ (e.g. independent contractor, attorney, California Corporation, California Limited Liability Corporation, California Limited Liability Partnership, etc…). 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 to install a camera system located at 709 D 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 upon full execution of this contract, and shall be completed by July 30, 2024.

3. **Compensation:** County will pay Contractor compensation not to exceed insert the contracted amount, 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 completion of the project, Contractor shall provide County with an invoice for the services provided. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

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

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

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

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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

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

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

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

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

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

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

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

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

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

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

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

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

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

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

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

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

17. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

C24-108

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

If to County:

If to Contractor:

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

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

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

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

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

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

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

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

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

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

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C24-108

A. Attachment "A" Scope of Work
B. RFB – Transitional Housing Camera System

COUNTY OF COLUSA	**CONTRACTOR**
_____Date _____	_____Date:_____
Gary J. Evans, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Richard Stout, County Counsel	Ann Nordyke, Deputy

DRAFT

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

Bond Number: WFB7459932
Premium. $386 00

Conforms with The American Institute of Architects, A.I.A. Document A312 (2010 Edition)

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Precision West Telecommunications, Inc
dba Precision West Technologies
4231 Pacific Street, Unit #3
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
445 S. Moorland Road, Suite 200
Brookfield, WI 53005

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
547 Market Street, Ste 102
Colusa, CA 95932

CONSTRUCTION CONTRACT
Date: August 6, 2024

Amount: $12,875 41

Description: Transitional Housing Camera System
(Name and location) 709 D Street, Colusa, CA

BOND
Date: August 19, 2024
(Not earlier than Construction Contract Date)

Amount: $12,875 41

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Precision West Telecommunications, Inc dba Precision West Technologies

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
OLD REPUBLIC SURETY COMPANY

Signature:
Name and Title: Julie A. Shiroma, 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:
Warren G Bender Co dba Bender Insurance Solutions
516 Gibson Dr , Ste 240, Roseville, CA 95678
916-380-5300

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

§ 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: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

§ 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: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

§ 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 SURETY COMPANY	
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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 Placer)

On August 19, 2024 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

personally appeared Julie A. Shiroma,
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.

KATHY RANGEL
COMM # 2344559
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
Comm Exp FEB 11, 2025

Signature Kathy Rangel (Seal)

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

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:

Edward D. Johnson, Dona Lisa Buschmann, Julie A. Shiroma, Kathy M Rangel, Margaret Johnson of Roseville, 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 appoin 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 22nd day of May, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of May, 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 STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrume

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 1368

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 19th day of August, 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Bender Insurance Solutions

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

PRECWES-02 ECHACON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2024

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
Bender Insurance Solutions
516 Gibson Drive
Suite 240
Roseville, CA 95678

CONTACT NAME:
PHONE (A/C, No, Ext): (916) 380-5300 FAX (A/C, No): (916) 380-5206
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, LTD	11000
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Precision West Telecommunications, Inc. DBA: Precision West Technologies, Inc.
4231 Pacific Street, Unit #3
Rocklin, CA 95677

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER	X	X	57SBAAX3BRC	10/30/2023	10/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	57UECBB9376	10/30/2023	10/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			57SBAAX3BRC	10/30/2023	10/30/2024	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WSA5035835-07	2/1/2024	2/1/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Transitional Housing Camera System C24-108
Additional insured applies per the attached: County of Colusa, its elected officials, officers, employees, agents and volunteers as required per written contract

CERTIFICATE HOLDER

County of Colusa
547 Market Street Suite 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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 34**

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be 2 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

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 02/01/2024 Policy No. WSA 5035835 07 Endorsement No.

Insured PRECISION WEST TELECOMMUNICATIONS Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

WC 99 06 34
(Ed. 8-00)

INSURED

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury"

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard"

g. Business Liability Exclusions

Excluded under Business Liability Coverage

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured.

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury"

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business,

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above, or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services

(2) "Property damage" to property.

(a) Owned, occupied or used by,

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property, and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft, or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions

This insurance does not apply to

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,

(b) Any express warranty unauthorized by you,

(c) Any physical or chemical change in the product made intentionally by the vendor,

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf However, this exclusion does not apply to.

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**, or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to.

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises, or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf

(a) In connection with your premises, or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality, or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard"

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf

(a) In the performance of your ongoing operations,

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured, and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to.

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of

a. Insureds;

b. Claims made or "suits" brought, or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision, or

b. The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include

(1) How, when and where the "occurrence" or offense took place,

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit",

(2) Authorize us to obtain records and other information,

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to

(1) You or any additional insured that is an individual,

(2) Any partner, if you or an additional insured is a partnership,

(3) Any manager, if you or an additional insured is a limited liability company,

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation,

(5) Any trustee, if you or an additional insured is a trust, or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages

4. Legal Action Against Us

No person or organization has a right under this Coverage Form

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured, or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies

a. As if each Named Insured were the only Named Insured, and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree

(1) The statements in the Declarations are accurate and complete,

(2) Those statements are based upon representations you made to us, and

(3) We have issued this policy in reliance upon your representations

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work",

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner,

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner,

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance, or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following.

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**:

1. The following provision is added to Paragraph **2. Aggregate Limits**:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph **2. Aggregate Limits**:

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

B. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of

(a) The limits of insurance specified in the written contract or written agreement, or

(b) The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following.

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees"

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is

(1) $100,000,

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage No deductible applies to "loss" caused by fire or lightning Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4 a of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges, lease termination fees, security deposits not returned by the lessor, costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease, and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is.

(1) Permanently installed in or upon the covered "auto",

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto",

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above, or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C 2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment,

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment, or

(3) An integral part of such equipment

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies.

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived,

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to.

(1) You, if you are an individual;

(2) A partner, if you are a partnership,

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following.

e For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following

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Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following.

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows.

a If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors, and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000 For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps

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Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

NOTICE TO PROCEED

TO Precision West Technologies Inc.

FROM. Molly West, Assistant CAO

DATE· August 8th, 2024

SUBJECT: Notice to Proceed

The Transitional Housing Camera Project located at 709 D St , Colusa, Ca, 95932 was awarded to Precision West Telecommunications, dba Precision West Technologies Inc, in the amount of $12,875.41, on August 6th, 2024

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 October 31, 2024.

Sincerely,

Wendy G. Tyler, CAO

We received the foregoing Notice to Proceed on·

6-15-24
Date

President
Signature and Title

Mark Savickas
Contractor Name (Printed)

916-660-9828
Contractor's Phone Number

Please notify our IT Director, Greg Pankey at (530) 458-0413 one week prior to your beginning work.

INSTRUCTIONS TO CONTRACTOR:

Please sign this notice and return to the Owner with the signed Contract

Attachment: C24-108 Precision West Telecommunications dba Precision West Technologies (10012 : Ratify 1st Modification with Precision

COUNTY OF COLUSA, CA **2.12**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Ratify Modification No. 2, (CCDTF1) with Clark & Sullivan Construction and Broward Buildings, Inc., a Joint Venture for the Colusa County Sheriff's Office jail project to update the project schedule.**

Ratify Modification No. 2, (CCDTF1) with **Clark & Sullivan Construction and Broward Buildings, Inc., a Joint Venture** for the Colusa County Sheriff's Office jail project to update the project schedule.

Detailed Description/Background of request

The Colusa County Sheriff's Office continues progress towards the construction of the Colusa County Detention and Treatment Facility (CCDTF) which 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.

As a result of the Office of the State Fire Marshall's review extending beyond the initially established time-frame, the updated project schedule dates are as follows:

Substantial Completion, April 3, 2026
Certificate of Beneficial Occupancy, April 3, 2026
Staffing and Occupancy, July 2, 2026

CAO Wendy Tyler signed Change Order CCDTF1 to prevent a delay in the project and staff is now seeking ratification of the change order.

Prior Board Action

C23-024 and C23-074

Fiscal Impact/Funding Source

None.

Action for the Clerk

Number contract and file in laserfiche.

ATTACHMENTS:

- CCDTF1_2nd Mod_Change Order_Broward Builders (PDF)
- C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (PDF)
- C23-024 Clark & Sullivan Construction and Broward Builders, Inc (PDF)

COLUSA COUNTY

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2001) CT# 7541-3501-0

Sheet 1 of 1

Change Requested by: ☐ engineer ☒ contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	Project	FEDERAL NUMBER(S)
CCDTF1		C23-024	CCDTF	

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

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the engineer.***

Initiation Date: August 6, 2024
Original Contract No.: C23-024
Original Contract Amount: $29,578,441.00
Original Contract Term: 965 days

By this Change Order you are hereby directed to make the following changes to this Contract:

Revisions to Article 2 – Commencement and Completion of Work at Subsection 2.03 A. "Design and Construction Milestones"

The Revised Substantial Completion date as of this Change Order is: Friday, April 3, 2026
The Revised Certificate of Beneficial Occupancy of entire Project is: Friday, April 3, 2026
The Revised Staffing and Occupancy Complete date is: Thursday, July 2, 2026

The Contract Time will be Increased by: 149 days.

Estimated Cost: ☐ Decrease ☐ Increase $ 0.00

By reason of this order the time of completion will be adjusted as follows: Listed Above

SUBMITTED BY			
SIGNATURE	(PRINT NAME & TITLE)	DATE
	MIKE BRADWELL ASST SHERIFF	8/14/24
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy G. Tyler, CAO	08/08/24
ENGINEER APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE

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

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden	8-9-24

Attachment: CCDTF1_2nd Mod_Change Order_Broward Builders (10013 : Ratify Change Order with Clark & Sullivan Construction and Broward

C23- 074

First Modification of Contract C23-024

This First Modification of agreement C23-024 is entered into as of April 11, 2023 between Colusa County (County), a political subdivision of the State of California, and Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture whose place of business is located at 1340 Blue Oak Blvd., Suite 150, Roseville, CA 95678 ("Design Build Entity").

Background

On January 17th the County entered into agreement C23-024 with Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture whose place of business is located at 1340 Blue Oak Blvd., Suite 150, Roseville, CA 95678 ("Design Build Entity") to design and build the Colusa County Detention and Treatment Facility for the Contact Sum of $29,578,441.00.

The Parties agree to modify the agreement as follows:

Modification

1. Section 2.03 (A) (1) is modified to the Substantial Completion date of August 7, 2025 under the Design and Construction Milestones Section 2.03

2. Section 5.03 under Construction Manager shall be modified to Vanir Construction Management Inc., 4540 Duckhorn Drive, Suite 300, Sacramento, CA, 95834.

3. Removal of the last page of the document titled: **NOTICE TO PROCEED WITH CONSTRUCTION**

All other terms and conditions of the agreement shall remain in full force.

[SIGNATURES TO IMMEDIATELY FOLLOW ON NEXT PAGE]

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

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

RECOMMENDED AND APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By _____
Wendy G. Tyler

SHERIFF

By _____
Joe Garofalo

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____

COUNTY OF COLUSA
BOARD OF SUPERVISORS

By _____
Ken Boes, Chairman

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

By _____ , Deputy

DESIGN-BUILD ENTITY

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

By _____
Signature

BUTCH POWELL
Typed Name

OPERATIONS MANAGER
Title of Individual Executing
Document on behalf of Firm

By _____
Signature

_____
Typed Name

_____
Title of Individual Executing
Document on behalf of Firm

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

Travelers Casualty & Surety Co. of America - Bond No 107747190
Fidelity & Deposit Co of Maryland and
Zurich American Ins. Co. - Bond No: 9417546
Premium: $175,423.50

DOCUMENT 00 61 13.13

CONSTRUCTION PERFORMANCE BOND
(Design-Build)

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated March 24, 2023, is in the amount of Twenty Nine Million Five Hundred Seventy Eight* ("Penal Sum"),which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Design-Build Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to Clark & Sullivan Construction and** ("Design-Build Entity"), Travelers Casualty*** ("Surety"), COUNTY OF COLUSA ("Owner"), or other party shall be considered plural where applicable.

*Thousand Four Hundred Forty One Dollars and 00/100

DESIGN-BUILD ENTITY:
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

1340 Blue Oaks Blvd. #150
Address

Roseville, CA 95678
City/State/Zip

**Broward Builders, Inc, a Joint Venture
***& Surety Co. of America, Fidelity & Deposit Co. of Maryland and Zurich American Ins. Co

SURETY:
Travelers Casualty & Surety Co of Maryland

11070 White Rock Road #130
Principal Place of Business

Rancho Cordova, CA 95670
City/State/Zip

Fidelity & Deposit Co. of Maryland and Zurich American Ins. Co
1299 Zurich Way
Schaumburg, IL 60196

DESIGN-BUILD CONTRACT: Agreement for the Colusa County Detention & Treatment Facility located at 929 Bridge Street, Colusa, California, dated March 16, 2023, in the amount of $29,578,441.00

DESIGN-BUILD ENTITY AS PRINCIPAL
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

Signature: [signature]

Name: Ted Ford

Title: President of CA Operations

SURETY
Travelers Casualty & Surety Co of America

Signature: [signature]

Name: Stephanie Agapoff

Title: Attorney-in-Fact

Fidelity & Deposit Co. of Maryland and
Zurich American Ins. Co.

Signature: [signature]

Name: Stephanie Agapoff

Title. Attorney-in-Fact

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

BOND TERMS AND CONDITIONS

1 Design-Build Entity and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and the State of California for the complete and proper performance of the Design-Build Contract, which is incorporated herein by reference.

2 If Design-Build Entity completely and properly performs all of its obligations under the Design-Build Contract, Surety and Design-Build Entity shall have no obligation under this Bond.

3 If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1 Owner provides Surety with written notice that Owner has declared a Design-Build Entity Default under the Design-Build Contract pursuant to the terms of the Design-Build Contract; and

3.2 Owner has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Design-Build Contract, or

3.2.2 To a Design-Build Entity selected to perform the Design-Build Contract in accordance with the terms of this Bond and the Design-Build Contract.

4 When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Design-Build Entity, with consent of Owner, to perform and complete the Design-Build Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

4.2 Undertake to perform and complete the Design-Build Contract itself, through its agents or through independent contractors or design-build entities; provided, that Surety may not select Design-Build Entity as its agent or independent contractor or design-build entity without Owner's consent; or

4.3 Undertake to perform and complete the Design-Build Contract by obtaining bids from qualified contractors or design-build entities acceptable to Owner for a contract for performance and completion of the Design-Build Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or design-build entity selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design-Build Contract; and, if Surety's obligations defined in Paragraph 7 below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or design-build entity, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 7 below, for the performance and completion of the Design-Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Design-Build Entity Default, as agreed by Owner and Surety at the time of tender. If

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 7 below.

5 If Surety does not proceed as provided in Paragraph 4 above then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent from the Design-Build Entity Default. To the extent Surety's independent default causes Owner to suffer damages, including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Design-Build Contract, Surety shall also be liable for such damages.

6 At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Design-Build Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors or design-build entities.

7 If Surety timely elects to act under Paragraphs 4.1, 4.2 or 4.3 above and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with the obligations of Design-Build Entity under the Design-Build Contract. Surety's obligations shall include, but are not limited to:

7.1 The responsibilities of Design-Build Entity under the Design-Build Contract for completion of the Design-Build Contract and correction of Defective Work;

7.2 The responsibilities of Design-Build Entity under the Design-Build Contract to pay liquidated damages; and

7.3 Additional legal, design professional and delay costs resulting from Design-Build Entity Default or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond).

8 If Surety timely elects to act under Paragraphs 4.1, 4.3 or 4.4 above and complies with its obligations under this Bond, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum.

9 No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

10 Surety hereby waives notice of any change, alteration or addition to the Design-Build Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 6 above Surety consents to all terms of the Design-Build Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 6 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default. Except in the event of an Owner Default, and to the extent Surety is damaged thereby, Surety hereby waives the provisions of California Civil Code Section 2809, and any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal.

11 Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Design-Build Entity regarding the Design-Build Contract, or in the courts of the County of Colusa, or in a court of competent

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12 All notices to Surety or Design-Build Entity shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, Owner or Design-Build Entity, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13 Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14 **Definitions**

14.1 **Balance of the Contract Sum:** The total amount payable by Owner to Design-Build Entity pursuant to the terms of the Design-Build Contract after all proper adjustments have been made under the Design-Build Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Design-Build Contract.

14.2 **Design-Build Contract:** The agreement between Owner and Design-Build Entity identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 **Design-Build Entity Default:** Material failure of Design-Build Entity, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design-Build Contract, limited to "default" or any other condition allowing a termination for cause as provided in Document 00 72 00 (General Conditions).

14.4 **Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Design-Build Entity progress payments due under the Design-Build Contract or to perform other material terms of the Design-Build Contract, if such failure is the cause of the asserted Design-Build Entity Default and is sufficient to justify Design-Build Entity termination of the Design-Build Contract.

END OF DOCUMENT

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

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 Placer }

On March 27, 2023 before me, Jennifer Patyi Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Ted Foor
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.

JENNIFER PATYI
Notary Public - California
Placer County
Commission # 2291368
My Comm Expires Jun 3, 2023

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 Jennifer Patyi
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: _____

Document Date: _____ Number of Pages _____

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: _____

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Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

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 03/14/23 before me, Nicki Moon, 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.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm. Expires Mar 26, 2025

Signature Nicki Moon (Seal)

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Agapoff** of **RANCHO CORDOVA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**

State of Connecticut

City of Hartford ss

By. _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires the **30th** day of **June, 2026**

_____
Anna P Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **March**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York , the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland , and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 13th day of January, A.D 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D Murray
Vice President

By. Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

IVA BETHEA NOTARY PUBLIC Baltimore County Maryland

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED. "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of March, 2023.

SEAL SEAL SEAL

MJ Pethick

By Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

Travelers Casualty & Surety Co. of America - Bond No. 107747190
Fidelity & Deposit Co. of Maryland and
Zurich America Ins. Co - Bond No: 9417546
Premium· Included in Performance Bond **DOCUMENT 00 61 13.16**

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the County of Colusa ("Owner") has awarded to Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture as Principal Contract Number C23-024 dated the 16th day of March, 2023 (the "Contract"), titled the COLUSA COUNTY DETENTION & TREATMENT FACILITY PROJECT in the amount of $ 29,578,441 00, which Contract is by this reference made a part hereof, for the Work of the following Contract:

A. Work is comprised of the design and construction of the Colusa County Detention & Treatment Facility at 929 Bridge Street, Colusa, California, as more particularly described in the Criteria Documents.

1.01 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.02 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) Fidelity & Deposit Co. of Maryland* , as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE ($ 29,578,441.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. *and Zurich American Ins. Co.

1.03 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.04 This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.05 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.06 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

1.07 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of March, 2023.

DESIGN-BUILD ENTITY AS PRINCIPAL

Company: (Corp. Seal)
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

Signature

Ted Foor
Name

President of CA Operations
Title

Address: 1340 Blue Oaks Blvd. #150
Roseville, CA 95678

SURETY

Company: (Corp. Seal)
Travelers Casualty & Surety Co. of America

Signature

Stephanie Agapoff
Name

Attorney-in-Fact
Title

Address: 11070 White Rock Rd. #130
Rancho Cordova, CA 95670

END OF DOCUMENT

Fidelity & Deposit Co. of Maryland and
Zurich American Ins Co

Signature

Stephanie Agapoff
Name

Attorney-in-Fact
Title

Address: 1299 Zurich Way
Schaumburg, IL 60196

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

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 Placer }

On March 27, 2023 (Date) before me, Jennifer Patyi Notary Public (Here Insert Name and Title of the Officer)

personally appeared Teel Four (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.

JENNIFER PATYI
Notary Public - California
Placer County
Commission # 2291368
My Comm Expires Jun 3, 2023

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 Jennifer Patyi (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: _____

Document Date: _____ Number of Pages: _____

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: _____

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Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

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 03/24/23 before me, Nicki Moon, 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.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm Expires Mar 26, 2025

Signature Nicki Moon (Seal)

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Agapoff** of **RANCHO CORDOVA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**

State of Connecticut

City of Hartford ss.

By _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **24th** day of **March**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 13th day of January, A.D. 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By. Robert D Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A.D 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

IVA BETHEA NOTARY PUBLIC BALTIMORE COUNTY MARYLAND

Iva Bethea
Notary Public
My Commission Expires September 30 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of March, 2023.

SEAL SEAL SEAL

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10013 : Ratify Change Order with Clark & Sullivan

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

COLUSA COUNTY DETENTION AND TREATMENT FACILITY AGREEMENT

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

COUNTY OF COLUSA
COLUSA COUNTY DETENTION & TREATMENT FACILITY

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

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

B. Without limiting the foregoing, Work specifically includes: :

1. The following Owner Controlled Allowances
   a. Allowance #1 - $20,000 for additional Furnishings, Fixtures and Equipment not included in the criteria documents.
   b. Allowance #2 - $26,000 for Utility Demolition and Relocation not known or identified in the criteria documents
2. The following Deductions (If-Necessary)*
   a. Not Included
   b. Not Included
   c. Not Included
3. The following Enhancements:
   a. Additive Alternate AA-1 – Not Included
   b. Additive Alternate AA-2 – Not Included
   c. Additive Alternate AA-3 – Not Included
4. The following Additive Voluntary Enhancements*:
   a. Not Included
   b. Not Included
   c. Not Included

* As defined in Proposal Form attached for reference.

1.02 Price for Completion of the Work

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

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

1.03 Alternates

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

1.04 Allowances

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

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

1.05 Maximizing Sales and Use Taxes Payable to Owner

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

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

C23-024

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

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

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

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

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

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

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

2.03 Design and Construction Milestones

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

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

C23-024

2.04 Liquidated Damage Amounts

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

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

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

2.05 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

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

ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING

3.01 Owner's Project Administrator

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

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

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

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

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

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

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

C23-024

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

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

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

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

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

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

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

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

3.03 Performance Criteria Architect

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

3.04 Construction Manager

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

ARTICLE 4 - CONTRACT DOCUMENTS

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

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

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

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

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

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

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

ARTICLE 5 - MISCELLANEOUS

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

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

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

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

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

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

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

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

Construction Manager
TBD

with a copy to:

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

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

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

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

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

5.04 In order to induce Owner to enter into this Agreement, Design-Build Entity represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Design-Build Entity is duly qualified to conduct business in the State of California; that Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.

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

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

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

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

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

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

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

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

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

C23-024

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

RECOMMENDED AND APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By _____
Wendy G. Tyler

SHERIFF

By _____
Joe Garofalo

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____

COUNTY OF COLUSA
BOARD OF SUPERVISORS

By _____
Kent Boes, Chairman

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

By _____
Melissa Kitts, Deputy

DESIGN-BUILD ENTITY

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

By _____
Signature

Ted Foor
Typed Name

President
Title of Individual Executing
Document on behalf of Firm

By _____
Signature

Typed Name

Title of Individual Executing
Document on behalf of Firm

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

C23-024

Attachment 1

ALTERNATES
(See Agreement 1.03)

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

* As defined in Proposal Form attached for reference.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

C23-024

ATTACHMENT 1

KEY PERSONNEL
(See Agreement 3.02)

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

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

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

C23-024

ATTACHMENT 2

LOCAL PARTICIPATION GOALS

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

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

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

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

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

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

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

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

January 10, 2023

Colusa County Detention & Treatment Facility

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: _____, 23__

To: _____
(Contractor)

Address: _____

_____

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

PROJECT NO:

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

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

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

COUNTY OF COLUSA

By: _____

_____
(Print Name)

Its: _____

Date: _____

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

DOCUMENT 00 51 00

NOTICE OF CONDITIONAL AWARD

Dated: March 1, 2023

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

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

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

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

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

a. Allowances

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

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

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

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

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

a. Additive Enhancements

Enhancement Identification Number	Additive Enhancement Description	Enhancement Price
	None Are Included	

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

b. Voluntary Enhancements

Enhancement Identification Number	Voluntary Enhancement Description	Enhancement Price
	None Are Included	

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF COLUSA

BY: _____
Wendy G. Tyler, County Administrative Officer

ATTEST: _____
Secretary

_____
(Print Name)

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

AUTHORIZED BY COUNTY RESOLUTION:

NO: 23-0007

ADOPTED: January 17, 2023

[Copy of Resolution Attached]

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

DOCUMENT 00 55 01

NOTICE TO PROCEED WITH DESIGN SERVICES

Date: March 16, 2023

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

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

PROJECT NO: 7360

CONTRACT NO: C23-024

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

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

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

OWNER: COUNTY OF COLUSA

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

Date: March 16, 2023

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

DOCUMENT 00 55 00

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: August 6th, 2024

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

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

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

PROJECT NO: 7360
CONTRACT NO: C23-024

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

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

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

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

COUNTY OF COLUSA

By: Wendy G Tyler

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

Date: 8/6/2024

VANIR

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10013 : Ratify Change Order with Clark & Sullivan Construction

COUNTY OF COLUSA, CA **2.13**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Pursuant to Policy 401, Section 4.2.3, ratify emergency Purchase Order 10107192024 with Sutter Buttes Communications in the amount of $22,893.45 for the purchase of an amplified paging system for the Colusa County Sheriff's Office.**

Pursuant to Policy 401, Section 4.2.3, ratify emergency Purchase Order 10107192024 with Sutter Buttes Communications in the amount of $22,893.45 for the purchase of an amplified paging system for the Colusa County Sheriff's Office.

Detailed Description/Background of request

The Colusa County Sheriff's Office (CCSO) utilizes the speaker and paging system throughout the entire office and jail to alert personnel of Officers in need of assistance or emergencies that may occur within the jail. When this purchase was made, the speaker/paging system was non-operational, posing a safety risk to the Officers. The purchase replaced the outdated system that was in use for over 25 years.

Pursuant to Policy 401, Section 4.2.3, the Purchasing Agent authorized the emergency purchase due to the equipment failure and the long lead time of the purchase. Staff is now seeking ratification of the purchase order.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted in (SLESF) 141-57099-141-0. The purchase does not impact the general fund.

Action for the Clerk

None.

ATTACHMENTS:

- PO 10107192024_Sutter Buttes Communications (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
10107192024

PURCHASE ORDER

VENDOR	
NAME	Sutter Buttes Communication, Inc.
ADDRESS	445 Palora Avenue
	Yuba City, Ca, 95991
PHONE	530-673-3475

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
7/19/2024	Molly West			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		Bogen V250 Series Amplifier, complete with accessories/cards, speakers included		3,220.00
1	EA		Motorola MCD5000 Radio Remote		3,500.00
1	EA		Misc Harware/Parts		500.00

BASED ON ATTACHED QUOTE # CCSO041524 v1

SUBTOTAL	7,220.00
DELIVERY	150.00
CA Sales Tax .0875%	523.45
LABOR	15,000.00
TOTAL	$22,893.45

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

7/29/24
Authorized by Date

Attachment: PO 10107192024_Sutter Buttes Communications (10014 : Ratify emergency purchase of CCSO paging system.)

Sutter Buttes Communications,Inc.

Quote

445 Palora Avenue
Yuba City, Ca. 95991

Shop: (530) 673-3475
Toll Free: (800) 300-0054

Customer: Colusa Co Sheriff
Address:

Attention: Kris Cooper
Re: Speaker/Amplifier/Paging System Upgrade
Fax:
Phone:
Email:

Quote #	CCSO041524 v1
Quote Date	4/15/2024
YOUR ORDER NO.	
TERMS	Net 30
SERVICE REP	Bill Corey
SALES REP	Bill Corey
F.O.B.	
Quote Valid For:	60 Days

BUDGETARY

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Bogen V250 Series Amplifier, complete with accessoreis/cards, includes speakers	3,220.00	$3,220.00
1	PVSC Security Lock	incl	
1	RPK87 Rack Mount Kit	incl	
1	TBL1S Line Card (CCSO Channel)	incl	
1	TBL1S Line Card (Spare/BU)	incl	
1	TEL1S Telephone Intercome Interface Line Card	incl	
6	S86T725PG8UBRVR Ceiling Mount Speakers, Recessed Volume Control	incl	
11	WBS8T725BRV Wall Mount Speakers with Recessed Volume Control	incl	
5	MR8 Ceiling Mount	incl	
5	TB8 Ceiling Mount	incl	
1	Motorola MCD5000 Radio Remote (Replace Sgt. Office)	3,500.00	$3,500.00
1	Misc Hardware/Parts	500.00	$500.00

Labor Includes Subctontracted Low Voltage Contractor, plus SB Comm Technician time. SB Comm Tech Time includes 40 man-hours for assistance to low voltage contractor, project management, integration, configuration, and optimization. This is for the complete replacement and re-design of existing PA speaker system, radio speakers, overhead voice paging, etc.. This also includes the replacement of the outdated, no longer supported radio remote in the squad-room area. Configuration of MCD5000 remote, integration with existing console and radio system.

Parts	7,220.00
Labor	15,000.00
Sales Tax (7.25%)	523.45
Estimated S/H	150.00
	$22,893.45
	AMOUNT

DIRECT ALL INQUIRIES TO:
Name Bill Corey
Phone 530-673-3475
e-mail: bcorey@sutterbuttescomm.com

THANK YOU FOR YOUR BUSINESS!

File: CCSO Bogen v1 4-15-24bc

Printed: 4/15/2024

Attachment: PO 10107192024_Sutter Buttes Communications (10014 : Ratify emergency purchase of CCSO paging system.)

COUNTY OF COLUSA, CA **2.14**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **Approve Contract with Colusa County Office of Education to compensate the Probation Department for time and expenses to participate in the School Attendance Review Board, effective August 1, 2024.**

Approve Contract with **Colusa County Office of Education** to compensate the Probation Department for time and expenses to participate in the School Attendance Review Board, effective August 1, 2024.

Detailed Description/Background of request

Colusa County Office of Education (CCOE) has requested for the Probation Department to participate in the School Attendance Review Board (SARB) for the 2024/2025 school year. SARB meets on an as needed basis. CCOE will provide payment to Probation in the amount of $10,000 for their commitment. SARB assists students and families in identifying and working through barriers in order to return to school and reduce chronic absenteeism.

Many other County Departments participate in SARB including the DA, Sheriff's Office, Department of Health and Human Services and Department of Behavioral Health.

Prior Board Action

None.

Fiscal Impact/Funding Source

$10,000 will be provided to the Probation Department.

Action for the Clerk

Please number contract, obtain signature and send to:

Colusa County Office of Education
Attn: Michael West, Superintendent
345 5th Street
Colusa, CA 95932

ATTACHMENTS:

- CCOE & Probation (SARB).doc (DOCX)

Contract Between the County of Colusa Probation Department and Colusa County Office of Education

This contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Colusa County Office of Education ("Contractor").

1. **Services to be Performed:** Contractor agrees to compensate the Colusa County Probation Department ("Probation") for time and expenses in participating in the School Attendance Review Board ("SARB"). This includes attendance at the hearings as well as actions in preparation of the hearing.

2. **Term:** This Contract shall begin on August 1, 2024 and shall continue until July 31, 2025.

3. **Compensation:** Contractor will pay Probation $10,000 per school year. Compensation will be paid in accordance with paragraph 4, Method of Payment. The compensation paid to Probation may be used in part to provide for professional development. Said compensation shall cover all cost for participation in SARB.

4. **Method of Payment:** Payments shall be on an annual basis. Payment shall be at any time within 30 days of full execution of the contract.

5. **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.

6. **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.

7. **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 Probation:
Colusa County Probation Department
Attn: Michael Rogers, Chief Probation Officer
532 Oak St.
Colusa, CA 95932

If to Contractor:
Colusa County Office of Education
Attn: Michael West, Superintendent
345 5th Street
Colusa, CA 95932

Attachment: CCOE & Probation (SARB).doc [Revision 2] (10024 : Approve Contract with CCOE for the School Attendance Review Board)

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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

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

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

14. **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.

Signatures on following page.

Attachment: CCOE & Probation (SARB).doc [Revision 2] (10024 : Approve Contract with CCOE for the School Attendance Review Board)

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

COLUSA COUNTY OFFICE OF EDUCATION

_____Date:_____
Michael P. West, Superintendent

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriguez, Deputy Clerk

Attachment: CCOE & Probation (SARB).doc [Revision 2] (10024 : Approve Contract with CCOE for the School Attendance Review Board)

COUNTY OF COLUSA, CA **2.15**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **Ratify 2nd Modification to upgrade all sinks and the 3rd Modification to replace pocket wall and sliding door with a bulkhead wall with swing door to close off the cab area with Matthews Specialty Vehicles for the MSV Series 4000WB-38 Mobile Clinic.**

Ratify 2nd Modification to upgrade all sinks and the 3rd Modification to replace pocket wall and sliding door with a bulkhead wall with swing door to close off the cab area with **Matthews Specialty Vehicles** for the MSV Series 4000WB-38 Mobile Clinic.

Detailed Description/Background of request

The Department of Health and Human Services requests the ratification of two modifications to contract C22-256 with Matthews Specialty Vehicles. On December 6, 2022 the Board approved the purchase of two Mobile Medical units. The two contract modifications requested are for the MSV Series 4000WB-38 Mobile Clinic.

The second modification is to upgrade all sinks in the unit to IR (no touch faucet) sinks. The previously selected foot control sinks are no longer available. There is no additional charge for this modification.

The third modification is to adjust the partition between the forward exam room and the cab area. Due to the distance between the driver's side window and the driver's seat, the originally specified pocket wall with a sliding door is an unavailable option. The pocket wall with sliding door shall be replaced with a bulkhead wall with swing door to close off the cab area. There is no additional charge for this modification.

In order to keep the engineering moving forward, the Purchasing Agent authorized the two contract modification and staff is now seeking ratification.

Prior Board Action

C22-255 and C23-054

Fiscal Impact/Funding Source

There is no cost for the change orders.

Action for the Clerk

Please number modifications and file in Laserfiche.

ATTACHMENTS:

- 2nd Mod_Change Order_Matthews Specialty Vehicles (PDF)
- 3rd Mod_Change Order_Matthews Specialty Vehicles (PDF)
- C22-255 Matthews Specialty Vehicles (PDF)
- C23-054_1st Mod_Change Order_Matthews Specialty Vehicles (PDF)

211 American Avenue Greensboro, North Carolina 27409
Toll Free: (877)905-4678 Local: (336)297-9600
www.MSVehicles.com

MATTHEWS SPECIALTY VEHICLES
PRODUCT CHANGE ORDER

PRE PRODUCTION PRE PRODUCTION

Request No. 2 Contact Wendy Tyler

Current Date August 15, 2024 Customer County of Colusa Medical Unit
Order Date December 8, 2023 Sales Person Michelle Shupe

Instructions:
Please indicate desired options with "x", total line items, sign, and return to your Project Coordinator.

	Description of Options		Price
X	Upgrade all sinks in the unit to IR sinks. Previously selected foot control sinks are no longer available.	.....	NC
	Total	.....	**NC**

Notes:

Customer Approval

Signature
Printed Name Wendy G. Tyler
Title County Administrative Officer
Date August 15,2024

Matthews Specialty Vehicles, Inc.

Signature Signature on file.
Printed Name Michelle Shupe
Title Director of sales and marketing
Date August 15, 2024

Attachment: 2nd Mod_Change Order_Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

211 American Avenue Greensboro, North Carolina 27409
Toll Free: (877)905-4678 Local: (336)297-9600
www.MSVehicles.com

MATTHEWS SPECIALTY VEHICLES
PRODUCT CHANGE ORDER

PRE PRODUCTION PRE PRODUCTION

Request No. 3
Current Date August 15, 2024
Order Date December 8, 2023

Contact Wendy Tyler
Customer County of Colusa Medical Unit
Sales Person Michelle Shupe

Instructions:
Please indicate desired options with "x", total line items, sign, and return to your Project Coordinator.

	Description of Options		Price
X	Due to the distance between the d/s window and the driver's seat, the originally specified pocket wall with a sliding door is an unavailable option. The pocket wall with sliding door shall be replaced with a bulkhead wall with swing door to close off the cab area.	.....	NC
	Total	.....	**NC**

Notes:

Customer Approval
Signature Wendy C. Tyler
Printed Name Wendy C. Tyler
Title CAO
Date 8/16/2024

Matthews Specialty Vehicles, Inc.
Signature Signature on file.
Printed Name Michelle Shupe
Title Director of sales and marketing
Date August 15, 2024

Attachment: 3rd Mod_Change Order_Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-255

211 American Avenue Greensboro, North Carolina 27409
Toll Free: (877)905-4678 Local: (336)297-9600
www MSVehicles com

PROPOSAL ACCEPTANCE
COUNTY OF COLUSA
ATTN CLERK OF THE BOARD OF SUPERVISORS
547 MARKET STREET, SUITE 102 COLUSA, CA 95932

MSV SERIES 4000WB -38 MOBILE CLINIC (GAS).....$399,100.00

TERMS AND CONDITIONS:

1 Delivery to delivery to Colusa, CA and bumper-to-bumper training included
2 Our detailed proposal does not include taxes, tags, or fees
3 This proposal is valid for 30-days
4 Payment terms are 50% down and the balance due 90-days after contract agreement.
5 Vehicle is currently estimated with a completion timeline of 600+ days from acknowledgement of order
6 Acknowledgement and Acceptance of attached Terms of Sale
7 This proposal package is in response to MMU RFP dated July 7, 2022

CUSTOMER
Name: Wendy G. Tyler
Signature:
Title: County Administrative Officer
Date: 12/8/22

MATTHEWS SPECIALTY VEHICLES
Name: Michelle Shupe
Signature:
Title: Director of Sales and Marketing
Date: November 16, 2022

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-0

211 American Avenue Greensboro, North Carolina 27409
Toll Free: (877)905-4678 Local. (336)297-9600
www.MSVehicles com

TERMS OF SALE

Matthews Specialty Vehicles, Inc. is referred to herein as "Seller" The purchaser of the goods, property, parts, or equipment (the "Equipment") is referred to herein as "Buyer"

1. ACCEPTANCE. This order for the Equipment shall not be binding on the Seller unless it is accepted in writing by the Seller's acknowledgment reflecting such acceptance When so accepted, it shall be binding in accordance with these Terms of Sale No modification shall be permitted unless agreed to in writing by the parties

2. PRICES. Except for special promotional sales, or unless otherwise agreed (i) all prices shall be F O B the producing plant of the Seller, (ii) all sales are subject to the terms agreed upon and denoted in the acceptance/confirmation and the pricing policy in effect on the date that the order for the Equipment is accepted, and (iii) all invoices including, but not limited, to progress payment (if required by payment terms) and final payment invoices not paid by the due date listed thereon shall be subject to a service charge of 2% per month or such amount as may be the maximum rate permitted by applicable law

3. CHANGE ORDERS. Seller shall not be obligated to implement any changes or variations in the scope of work described in the purchase order for the Equipment unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedules, or other contractual modifications This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of the purchase order for the Equipment

4. SURCHARGES. Buyer acknowledges the economic uncertainty relating to supply chains, energy resources, and fuel and freight costs existing at the time of the execution of this agreement As such, Buyer acknowledges and understands that, from time to time, suppliers and/or manufacturers that supply products or equipment to Seller may apply certain surcharges and/or additional costs on orders. In the event that Seller's suppliers apply such surcharges and/or additional costs, Seller may, in its sole and absolute discretion, pass such surcharges and/or additional costs through to Buyer at the equivalent amount or rate as such surcharges and/or additional costs are charged to Seller

5. DEFINITION OF TERMS. The current price of Equipment, including but not limited, to base price, authorized change orders, and modifications at the time of invoice issue is referred to as "Total Price". The transfer of Equipment from Seller, or Seller's agent to Buyer, or Buyer's agent, regardless of location of transfer, and without regard to any formalized acceptance procedures on the part of the Buyer is referred to as "Delivery" The body, chassis, or any combination thereof that constitutes Equipment construction platform is referred to as "Shell". The transfer of funds from Buyer to Seller within seven (7) working days of issuance of invoice from Seller to Buyer is referred to as "due upon issuance" or "due upon receipt".

20%-30%-BOD (i) 20% of total price of Equipment due upon issuance of Purchase Order or signature of Proposal–Acceptance, (ii) 30% of total price of Equipment due upon receipt of Equipment Shell at Seller's location of Equipment production, and (iii) balance due on Delivery

50% - BOD (i) 50% of total cost due upon issuance of Purchase Order or signature of Proposal–Acceptance, and (ii) balance due on Delivery Shell – BOD (i) total price of Equipment Shell due upon receipt of Equipment Shell at Seller's location and (ii) balance due on Delivery

Net 30 Total price of Equipment due within 30 calendar days of Delivery of Equipment to Buyer by Seller

5% Net 10· Total price of Equipment minus .5% of Total price of Equipment due within 10 calendar days of Delivery of Equipment to Buyer by Seller

BOD Total price of Equipment due upon Delivery of Equipment to Buyer by Seller

Pre-Pay Total price of Equipment due upon issuance of Purchase Order or signature of Proposal–Acceptance

***Other If Other Terms are selected, they must have prior approval by MSV Finance Department and Management

6. DELIVERY. Any delivery date shown or provided in oral or written form by the Seller, is furnished only for the convenience of the Buyer, is estimated, and is not a date by which the Seller has agreed to ship or deliver the Equipment. Delivery of the Equipment is contingent upon the Buyer having satisfied all outstanding obligations due by the Buyer to the Seller Delivery of the Equipment shall be in accordance with the Buyer's instructions The risk of loss for the Equipment shall pass to the Buyer upon delivery of the Equipment to the Buyer or its agent

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

211 American Avenue Greensboro, North Carolina 27409
Toll Free. (877)905-4678 Local. (336)297-9600
www.MSVehicles com

7. FORCE MAJEURE. Seller shall have no liability for any non-performance or delay in performance of its obligations due to events beyond its reasonable control, including, without limitation, fire, storm, flood, earthquake, explosion, accident, acts of public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failure or delays of energy, materials, supplies, or equipment, transportation, embargoes or delays, acts of God, and breakdown of machinery or equipment

8. SECURITY AGREEMENT. The Buyer hereby grants to the Seller a security interest in the Equipment, to secure the Seller for the payment of all amounts now or hereafter due to the Seller by the Buyer Buyer, by placing its order for the Equipment, has agreed to pay for such Equipment in accordance with the terms applicable thereto and as referenced herein A security interest in the Equipment, including but not limited, to the Equipment or Equipment MSO (title) shall remain with the Seller until Buyer has satisfied all outstanding obligations due by the Buyer to the Seller, unless otherwise agreed in writing Failure of the Buyer to make any aforementioned payment or interim payments to the Seller as agreed shall constitute default under these Terms of Sale Upon default, the remedies of the Seller shall be those applicable to a Seller under the North Carolina Uniform Commercial Code

9. SUBCONTRACTORS Seller shall have the right, in its sole and absolute discretion, to subcontract for the performance of all or any portion of Seller's obligations, provided, however, that Seller shall remain responsible for the performance of the purchase order

10. RETURN. The Equipment shall not be returned to the Seller without its prior written approval Buyer shall be responsible for all transportation costs in connection with a return of the Equipment to Seller

11. SEVERABILITY; WAIVER. The terms and provisions set forth in these Terms of Sale are severable and the invalidity of any one provision or term shall note affect the enforceability of the remaining provisions or terms. Failure or delay of the Seller in exercising any right, power, or privilege shall not operate as a waiver of any such right, power or privilege.

12. GOVERNING LAW; VENUE. The parties acknowledge and agree that the laws of the State of North Carolina shall govern their rights and duties in whole with respect to these Terms of Sale. As such, this agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina It is agreed that any suit to enforce any term of this agreement shall be solely and exclusively heard in the courts of the State of North Carolina located in Guilford County, North Carolina, and the parties hereto expressly consent to the personal jurisdiction and venue of such North Carolina state courts sitting in Guilford County, North Carolina for such actions. Each party hereby waives any defense with respect to such jurisdiction of any type or nature. The parties acknowledge and agree that, if a matter in controversy related to this agreement regards a topic for which the courts of the State of North Carolina lack subject matter jurisdiction, such dispute shall be solely and exclusively heard in the federal courts of the United States of America located in Guilford County, North Carolina

13. LIMITATION OF LIABILITY In no event shall Seller be liable for and Buyer hereby expressly waives, releases, and discharges Seller from any and all consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues or diminution in value, including without limitation, remanufacturing costs and rework costs, de-installation or reinstallation costs, whether or not the possibility of such damages has been disclosed in advance or could have reasonably been foreseen, regardless of the legal or equitable theory (tort, contract, or otherwise) upon which the claim is based, and whatever the forum, whether arising out of or in connection with the manufacture, delivery, use, performance, misuse or non-use of its goods or services or any other cause whatsoever. In no event shall Seller's aggregate liability arising out of or related to this purchase of Equipment, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Seller for the Equipment hereunder.

14. INDEMNIFICATION. Buyer hereby covenants to indemnify, defend, and hold harmless Seller, including its directors, officers, employees, agents, subsidiaries, and affiliates (collectively, the "Indemnified Parties"), of, from, and against any and all liability, loss, damage, expense, claims, suits, costs of defense, including reasonable attorney fees which any one or more of the Indemnified Parties may sustain or incur at anytime for or by reason of (i) any injury or death of any person or persons or damage to any property, arising out of the use of the Equipment and/or any condition or defect of the Equipment, including, but not limited to, claimed improper design or manufacturing defect or other defect of the Equipment and (ii) any product liability arising from the preparation or manufacture of the Equipment according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Equipment or part thereof, or from any changes or alterations to the Equipment or part thereof made by persons other than Seller, or from the use of the Equipment in combination with products not furnished by Seller.

15. DISCLAIMER OF WARRANTIES; WARRANTIES FROM UNDERLYING MANUFACTURERS. Seller makes no warranty whatsoever with respect to the Equipment, including without limitation any (a) warranty of merchantability (b) warranty of fitness for a particular purposes, or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of
performance, usage of trade or otherwise No warranty of any kind is provided by Seller on any products not manufactured by or directly for Seller. The manufacturers and/or suppliers of such non-Seller products may provide their own warranties and such warranties, if any, shall be Buyer's sole remedy with respect to such products Seller shall pass along to Buyer the specific warranties offered by such manufacturers, if any

16. NON-CANCELLABLE. Buyer understands and acknowledges that the Equipment contemplated by any such purchase order is custom

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-255

211 American Avenue Greensboro, North Carolina 27409
Toll Free (877)905-4678 Local (336)297-9600
www MSVehicles com

manufactured by Seller for Buyer To that end, all orders for Equipment are special orders, and as such, all orders for Equipment are non-cancellable by Buyer For the purposes of clarity and removal of doubt, the agreement between Buyer and Seller concerning the Equipment may not be revoked or cancelled by Buyer

17. TERMINATION BY SELLER. Seller, in its sole and absolute discretion, may unilaterally cancel any order if (i) Buyer fails to timely make any deposit for the Equipment stated as required within the corresponding purchase order; (ii) Buyer becomes insolvent, files for bankruptcy, or makes assignments on behalf of its creditors; or (iii) Buyer fails to accept delivery of an otherwise ready for shipment Equipment for thirty (30) or more calendar days following initial notice from Seller to Buyer

18. ASSIGNMENT. Buyer shall not assign its purchase order without the prior written consent of Seller

19. MEDIA RELEASE. Buyer grants to Seller the right to take photographs and/or videos in connection with the Equipment Buyer hereby irrevocably grants to Seller the perpetual right to use and publish such photographs and/or videos in print or electronically (including via the internet and social media) Buyer acknowledges and agrees that Seller may use such photographs and/or videos on a worldwide, royalty-free basis, with or
without the use of Client's name, for any lawful purpose or manner, including, but not limited to, publicity, illustration, advertising, and internet content (including social media)

20. ENTIRE AGREEMENT This agreement contains the entire agreement of the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, usages of trade and course of dealing, whether written or oral

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-2

211 American Avenue Greensboro, North Carolina 27409
Toll Free (877)905-4678 Local (336)297-9600
www MSVehicles com

MSV SERIES 4000-WINNEBAGO 38' 10" (FORD/GAS) SPECIFICATIONS

BASIC VEHICLE WEIGHTS AND MEASURES

Length Bumper to Bumper	38' 10"	466"
Exterior Height w/ Roof A/C	12' 11"	155"
Exterior Width	8' 5.5"	101.5"
Interior Height	7'	84"
Interior Width	8' 5"	96.5"
Interior Length Behind Cab	30' 8"	368"
Fuel Capacity (Gallons)	80	-----
Wheelbase	-----	248"

INTERIOR DÉCOR

Seats	Black Onyx – Ultrafabrics
Ceiling	Soft Material Ceilo -Ivory
Dash	Briarwood
Wall Covering	Hendrix, Cashmere
Wood Cabinetry	Glazed Driftwood, Noce, Glazed Kona
Carpet	Steel Cab Carpet

CHASSIS

Ford Chassis	26,000 LB GVWR
Trailer Hitch	5000# Draw Bar/500# Max Vertical Tongue Weight
Trailer Plug Connector	Male
Trailer Wiring	Fixed-Mount Female 7-Pin Socket Connector
Wheels	Stylized Aluminum
Jack	Hydraulic Leveling – HWH – Automatic Controls
	Front 9,000lbs, Rear 12,000 lbs

SUSPENSION

GVWR (LBS)	26,000
GAWR, FRONT (LBS)	9,000
GAWR, REAR (LBS)	17,500
GCWR (LBS)	30,000
Suspension, Front Type	Monobeam axle w/ multi-leaf tapered springs
Suspension, Front Stabilizer Bar	1.5" dia., heavy-duty track bar
Suspension, Front Shock	Bilstein, 1 63 in.
Suspension, Rear Type	Multi-leaf tapered springs
Suspension, Rear Stabilizer Bar	1.40" dia.
Suspension, Rear Axle Ratio	6.17 (26,000)
Suspension, Rear Shock	Bilstein, 1 63 in.

FEATURES

7 3 L V8
445 Cubic Inches

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-25

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Toll Free (877)905-4678 Local (336)297-9600
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HP: 350 @ 3,900 rpm
Torque 468 lb -ft @3900 rpm
TorqShift 6-speed automatic w/ overdrive and tow/haul mode
Hillstart Assist
Auto Headlight Activation

ALTERNATOR
175-amp

BATTERY
750 CCA, 78-amp hr , maintenance free

TRANSMISSION
Automatic
Overdrive
Tow/haul feature
Mechanical "lock-up" in park position

BRAKES
Hydraulic, Hydro Max, 4-Wheel ABS

Front	Disc-15" dia. (26,000)
Rear	Disc-15" dia. (26,000)
Parking	Transmission mounted, drum, foot apply, hand release

ELECTRICAL
12-Volt DC

FRAME
Ladder-type, single channel, 50,000 psi steel

PROVISION FOR AUXILLARY GENERATOR
Port in top of tank, drop tub ends at 25% capacity

STEERING
Power, TRW TAS 55gear (includes cooler)

TIRE

Front/Rear	Michelin XRV 255/80R 22 5G
Capacity – Front/Rear	5,205/4,805 lbs @ 110psi

WHEEL

Front/ Rear	22.5" x 7" Aluminum, Alcoa Dura-Bright (4)
	22.5" x 7" Steel (2, rear inner dual)

INSTRUMENTATION
Speedometer, Odometer, Tachometer
Oil Pressure, Coolant Temperature
Trans Oil Temperature, Fuel Gauge
Directional Signal, High Beam, Charge
Indicator Lights and Various Warning Lights

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C22-255

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WARNING LAMPS
Brake system warnings, direction signals and high beam

FLASHER AND TURN SIGNALS
Heavy-Duty

COMMERICAL SHELL BODY CONSTRUCTION

Backwall, Exterior Skin	Aluminum sheet
Backwall, Interior Wall	Vinyl clad paneling
Floor, Basement, Exterior	Aluminum sheet
Floor, Basement, Interior	Aluminum sheet
Floor, Basement, Interior Finish	Trunk Liner carpeting all storage areas
Floor, Main	1 1/8" Solid Plywood
Floor, Main, Exterior Surface	Unfished Plywood
Front End Structure	Steel Structure is designed for front engine removal
Roof, Exterior	Curved, Exterior Skin, Fiberglass, One-Piece
Roof, Interior	Flat, Interior Ceiling, Vinyl on foam with panel backing
Sidewall, Exterior	Fiberglass, Smooth, One-Piece, High Gloss
Valance Panels	Integrated Storage Doors

BODY OPENINGS

Compartment, Battery	Located in the entrance door stepwell area
Compartment, Storage	Carpet, trunk liner, bottom and back laminated compartments
Compartment, Storage	Laminated front compartments
Door, Entrance	Main door includes screen, without window
Door, Entrance	The lower jam has non-slip tread material
Door, Entrance	Screen door catch to main door, plastic latch
Door, Entrance	Deadbolt lock is integrated with main latch
Door, Entrance	Latch and lock assembly is rotary type with integrated deadbolt
Door, Step	Main includes triple electric step with door jamb switch
Door	Generator
Door, Storage	Gas struts are used with single paddle latch with hidden linkage
Fuel Fill Door	LH side, includes a twist latch
Wheelwell	Molded plastic

BODY EXTERIOR TRIM

Assist Handle	Surface mount, non-lighted, acrylic includes chrome ends
Bumper, Front	integrally molded into front cap, includes steel reinforcement
Bumper, Rear	integrally molded into rear cap
Exterior finish, grille	Aluminum extruded assembly
Exterior finish, hood	Single Panel, hinge up
Exterior finish, panel	Lower front cap, molded fiberglass
Exterior finish, panel	Upper roof cap, molded fiberglass
Exterior finish, rear end	Fiberglass cap, full one-piece rear
Miscellaneous trim	Brake lights (2), mounted high
Miscellaneous trim	Wheelwell trim, front and rear, molded plastic
Mud Flaps	2 at rear

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-2

211 American Avenue Greensboro, North Carolina 27409
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DRIVER/ PASSENGER AREA – GENERAL

Automotive Heater/ Air Conditioner	
Cabinet, Front Overhead	Storage with 3 top-hinge doors, doors have arched raised panel inserts Side panels are vinyl with a wood trim piece
Instrument Panel	Includes in-dash storage compartment located in front of the passenger
Window, Drivers Door	Slider with screen
Window, Passenger	Full slider with scree, stationary upper vista window with darker tint
Windshield	Laminated safety glass, one-piece
Windshield Wipers	Intermittent with single motor and arms, radial arm type

DRIVER/ PASSENGER AREA – CONVENIENCES

Cab Sound Control Package	Includes sound control material for motor cover
Carpet	Cab area with pad
Convenience Tray	Flat countertop with cup holder, attached to lower portion of dash
Courtesy Light	Located on the inside door panel
Door, Driver's Entry	Includes a CV window, vita window and exterior step with exterior assist handle
Fans	Defrost Auxiliary
Front Shade	Drop down, powered with privacy curtains for driver's and passenger's windows
Light, Map	Individual driver/ passenger
Mirrors, Exterior	Low Mounted, electric remote w/ defrost
Motor Cover	Carpeted
Power Assist Steering	Includes Tilt Wheel
Seats, Driver/Passenger	Armrests, Two, Multi-position
Seats, Driver/Passenger	Construction, All Vinyl
Seats, Driver/Passenger	Frame, High, Back
Seats, Driver/Passenger	Lumbar Support, Manual
Seats, Driver/Passenger	Recline Mechanism, Multi-Adjustable
Seats, Passenger	Remote Controls, Manual
Seats, Driver	6-way Power Assist
Seat Belts	3-point Shoulder and lap with retractors
Seats Pedestal	Swivel/Slide, Manual Controls
Trim Panel	Driver/ Passenger
Window Shades	2 Roller
Workstation	Integrated into dash

DRIVER/PASSENGER – INSTRUMENTATION AND ACCESSORIES

Auxiliary Receptacle	12VDC located in the passenger side trim panel
Auxiliary Start Circuit	
Cigarette Lighter	12-Volt electrical supply
Cruise Control	Integrated into steering wheel
Gauge, Cluster	Analog Display (English)
Dual Battery Charge	Automatic
Headlight Control Switch	High/Lower on turn signal lever
Lamps	Fog
Radio/Rearview Monitor System	
Radio	Integrated 6.5" touch panel color monitor
Radio	AM/FM/CD/USB/I POD and Sirius SAT Ready
Remote Controls	2 provided, one hand-held and one mounted to steering wheel
Radio, Brand	Jensen
Radio, Antenna	Roof Mounted, flexible rubber

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C22-255

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Radio, Power	Switch (main. /aux battery)
Radio, Speakers	Two (2) 5.25" round speakers located in the dash
Camera	Side view, integrated into the mirror head

INTERIOR

Assist Bar	Located vertically to the rearward side of the entrance door
Detector, Alarm	Carbon Monoxide
Detector, Alarm	Smoke
Fire Extinguisher	10 B C , Surface Mountable
Detector, Alarm	LPG Leak (if applicable)

HEATING / AIR CONDITIOING /VENTILATION

Air Conditioner	Duct paths (pre-routed) in roof

ELECTRICAL – CHASSIS

Battery	2 deep cycle, marine/RV Group 31
Battery Disconnect	Chassis
Battery Disconnect	Located by the entrance door
Exterior Compartment, Lights	Master compartment light shut-off switch is in the entrance door stepwell area
Generator Prep Kit	Includes gas line and 12-volt wiring
Wire Paths	Pre-routed in roof

COMMERICAL SHELL OPTIONS

Walls	Interior back and sidewalls – bright white fiberglass
Generator	20 kW gas (street side, rear)
Window	Window in entrance door
Window	(2) Sidewall Emergency Egress Window
Air Conditioning	(3) 15,000 BTU Roof Top AC Units (Cool Only)
Scene Lights	(3) exterior scene lights
Wheelchair Access	Interior platform-style wheelchair lift
Ventilation	(1) 12v reversible fan vent

CONVERSION PACKAGE

AUDIO/ VISUAL

Six (6) interior speakers shall be installed and connected to a multimedia radio Radio shall be installed at wire entry, vehicle control, IT cabinet Three (3) volume controls shall be provided

- Desk in exam room #1
- Desk in exam room #2
- Desk at reception

AWNING, ELECTRIC

A black, electric awning to the curb side of the mobile unit per the vehicle's final floor plan.

CABINETRY - FINISH

All interior cabinets shall be constructed using cabinet grade, hardwood veneer plywood covered with high impact Wilsonart laminate. Customer shall choose from manufacturer's selection of colors during the preconstruction process

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-255

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CABINETRY – CONSTRUCTION

The use of particle board or MDF for cabinetry and walls is unacceptable. (NO EXCEPTIONS) Additionally all wood products must be completely Formaldehyde-Free, non-toxic, LEED and CARB compliant (NO EXCEPTIONS) A copy of the OSHA 8-h, PEL for Workplace from an independent testing agency proving compliance must be provided with the bid.

All interior cabinets shall be constructed using cabinet grade, hardwood veneer plywood Plywood shall be constructed using cross-grain and long-grain Poplar and Fir core layers, sanded to ensure maximum smoothness

Interior cabinetry **must** be constructed from pre-engineered components produced by a CNC router, with accuracy to design of +/- 002". Component design files must be kept by the vendor for a minimum of 15 years to allow for identical field replacement should such become necessary. (NO EXCEPTIONS)

All exposed edges shall have a hardened PVC edge band applied to ensure durability and superior aesthetical qualities Banding shall be applied using AD-20, EVA Ethylene – Vinyl acetate-based adhesive and using only machinery. Laminate edge banding will not be considered

Storage cabinets will be constructed according to final floorplan

Side-Swing Doors· All side-swing door assemblies must feature all metal, nickel plated hinge, with 110° opening angle and three-dimensional adjustment capability Doors shall be gradual self-closing, adjusted to operate smoothly and gradually

Upper Doors Shall feature easy lift-up and silent self-closing door hardware, tool-less lever arms and doors capable of snapping into place and featuring three-dimensional cam adjustments for precise positioning and tension settings.

All latches shall be locking flush mounted Southco or approved equal

ELECTRICAL SYSTEM

AC Electrical System Shall be a 120/240 VAC system rated for anticipated conversion load. System shall include 125A rated distribution panel configured with UL listed type magnetic/hydraulic circuit breakers
System shall be wired using UL approved, tinned copper multi-stranded boat cable All wiring shall be color-coded black=hot, white=neutral and green=ground Additionally, wiring shall be labeled with machine generated, self-laminating labels, listing circuit number and/or designation at all termination points All wiring shall adhere to applicable NEC and FMVSS regulations

Wiring shall be supported on 20" to 24" centers with insulated, non-conductive clamps. Wire bundles shall be tied with trimmed nylon ties Extreme care shall be taken to prevent chafing, abrasion, and exposure to high heat Wiring run in external areas shall be encased in conduit to further protect against damage

- Eleven (11) Interior receptacles will be installed Location to be determined during the preconstruction

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process
- One (1) Exterior receptacle will be installed. Location to be determined during the preconstruction process

DC Electrical System.
Shall be a 12VDC, negative ground system rated for anticipated conversion load System shall include distribution panel(s) using ATC fuses unless connected component manufacturers specifications require other. All added circuits shall be protected from over current by circuit breakers rated for a minimum of 125% of anticipated load. Circuit breaker functions shall be clearly designated by printed labels Wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points

Charging system shall include provisions for automatic and manual battery bank merging to provide charging of chassis and auxiliary battery. System shall provide battery isolation during operation periods when the vehicle engine is not running to prevent depletion of both battery systems Isolated senator battery provided.

Wiring Requirements
All high-current battery cabling shall utilize full-length cable runs sized to load; splices are not acceptable. Terminal ends shall be crimped with manufacturer recommended tooling and sealed using color-coded wrap

All added wiring for 12VDC load runs shall be AWG 8, 10, 12 and 14, and conform to MIL-W-1678D type D Wire terminals used shall conform to MIL-T-7928 Terminals shall be insulated with insulation grip, Type II, Class 2, and crimped with tooling recommended by manufacturer

All added wiring shall be supported on 20 to 24" centers and bundles shall be tied with trimmed nylon ties. Entire system shall be installed to modern US automotive standards using best practices available at time of installation. Plastic grommets and/or dielectric sealants shall be used to protect wiring and/or looms where they pass through sheet metal, bulkheads, or structural supports Convoluted polyethylene tubing shall be used to protect against chafing and abrasion where required Extreme care shall be exercised to provide for easy serviceability of the system in future years Extreme care shall be taken to avoid the engine manifold, engine exhaust, muffler or any high-heat items that may subject the wiring to severe overheating during long periods of operation These shall be the minimum acceptable wiring standards.

FLOOR COVERING
Commercial-grade PVC or Vinyl floor covering shall be installed. Customer will choose from manufacturer's selection of colors during preconstruction process.

FLOORPLAN
Custom floorplan designed and engineered using Computer Aided Drafting (CAD) technology Floorplan will be provided on Size B paper and designed in 3/8" scale. (D size ½" scale also available).

CAD technology will be capable of both two-dimensional line drawings as well as computer simulated three-dimensional renderings including conceptual interior colors and ergonomic simulation

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-255

MATTHEWS 30 YEARS
SPECIALTY VEHICLES

211 American Avenue Greensboro, North Carolina 27409
Toll Free· (877)905-4678 Local (336)297-9600
www MSVehicles com

GRAPHICS, FULL WRAP

Full coverage vinyl graphics package includes both sides, front and back covered with vinyl graphics and lettering Graphics will be 3M-vinyl wrap package and will cover all windows with a perforated see-through vinyl The front cab area windows cannot be covered due to DOT regulations The roof is also not covered but the entire vehicle will be painted a base color of white

HVAC

Air Conditioning A remote thermostats shall be installed to control roof top AC units

Heaters.

Three (3) 1,500-watt electric fan forced air toe kick heaters shall be installed A wall mounted thermostat shall be installed for each heater

INTERIOR LAYOUT

- Pocket wall with sliding door to close off cab area
- Forward Exam Room
  - Midmark 204 exam table
  - Welch-Allyn diagnostic tool set (777 SERIES)
  - Upper cabinet storage with undercabinet task lights
  - Base cabinet for storage
  - Provider's desk
  - Doctor's stool with bungee securement for transportation
  - Sharp's container
  - Glove box dispenser
  - Stainless steel sink with gooseneck faucet and paddle valves
    - Paper towel dispenser
    - Hand soap dispenser
    - Integrated trash receptacle with cabinet front access
    - Splash guard
- Toilet Closet
  - Sealand toilet
  - Grab handle
  - Toilet paper dispenser
  - 12v reversible fan vent
  - Mirror
  - Specimen pass-thru to lab
  - Waterless hand sanitizer dispenser
- Intake
  - Intake Desk
    - Upper shelf with under shelf task lighting
    - Stool with bungee securement for transportation

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-2

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- Bench seat with storage below

- Waiting
  - Bench seat with storage below

- Lab
  - Privacy curtain to close off lab area
  - Upper cabinet storage with undercabinet task lighting
  - Base cabinet storage
  - Stainless steel sink with gooseneck faucet and paddle valves
    - Paper towel dispenser
    - Hand soap dispenser
    - Integrated trash receptacle with cabinet front access
    - OSHA eyewash
    - Splash guard
  - (2) Summit 5.5CF medical grade refrigerator w/ digital thermostat and locking

- Canteen
  - Microwave
  - Undercounter mounted canteen refrigerator
  - Splash guard

- Rear Exam Room
  - Midmark 204 exam table
  - Welch-Allyn diagnostic tool set (777 SERIES)
  - Upper cabinet storage with undercabinet task lights
  - Flip up/fold down countertop
  - Provider's desk
  - Doctor's stool with bungee securement for transportation
  - Sharps container
  - Glove box dispenser
  - Stainless steel sink with gooseneck faucet and paddle valves
    - Paper towel dispenser
    - Hand soap dispenser
    - Integrated trash receptacle with cabinet front access
    - Splash guard
  - Vinyl cover for wheelchair lift

LIGHTING, INTERIOR
12-volt LED ceiling lights shall be installed.
12-volt LED undercabinet task lights shall be installed.

LIGHTING, EXTERIOR
Three (3) 12-volt LED entry lights shall be installed

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-2

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PAINT
Vehicle comes with factory color base white

PLUMBING
The following plumbing and accessories will be installed according to final floorplan:

- 12v water pump
- Insta-hot, hot water system
- Dump hose with adapter
- Fresh water tank with heater and monitor
- Black water tank with heater and monitor
- Gray water tank with heater and monitor

SAFETY EQUIPMENT

- One (1) 5 lb Fire Extinguisher
- One (1) Back-up Alarm
- One (1) First Aid Kit
- One (1) Set of Reflective Triangles
- One (1) Carbon Monoxide
- One (1) Smoke detector
- One (1) Security System Alarm w/ door sensors

SHORELINE CORD
50-amp heavy-duty rubber covered 120/240-volt twistlock shoreline cord to be provided, 25' minimum length to be installed towards the rear of the vehicle

Transfer switch to prevent simultaneous use of generator and shoreline cord will be in interior of vehicle.

WIFI PACKAGE
The following wireless equipment (or approved equal) according to final floorplan:

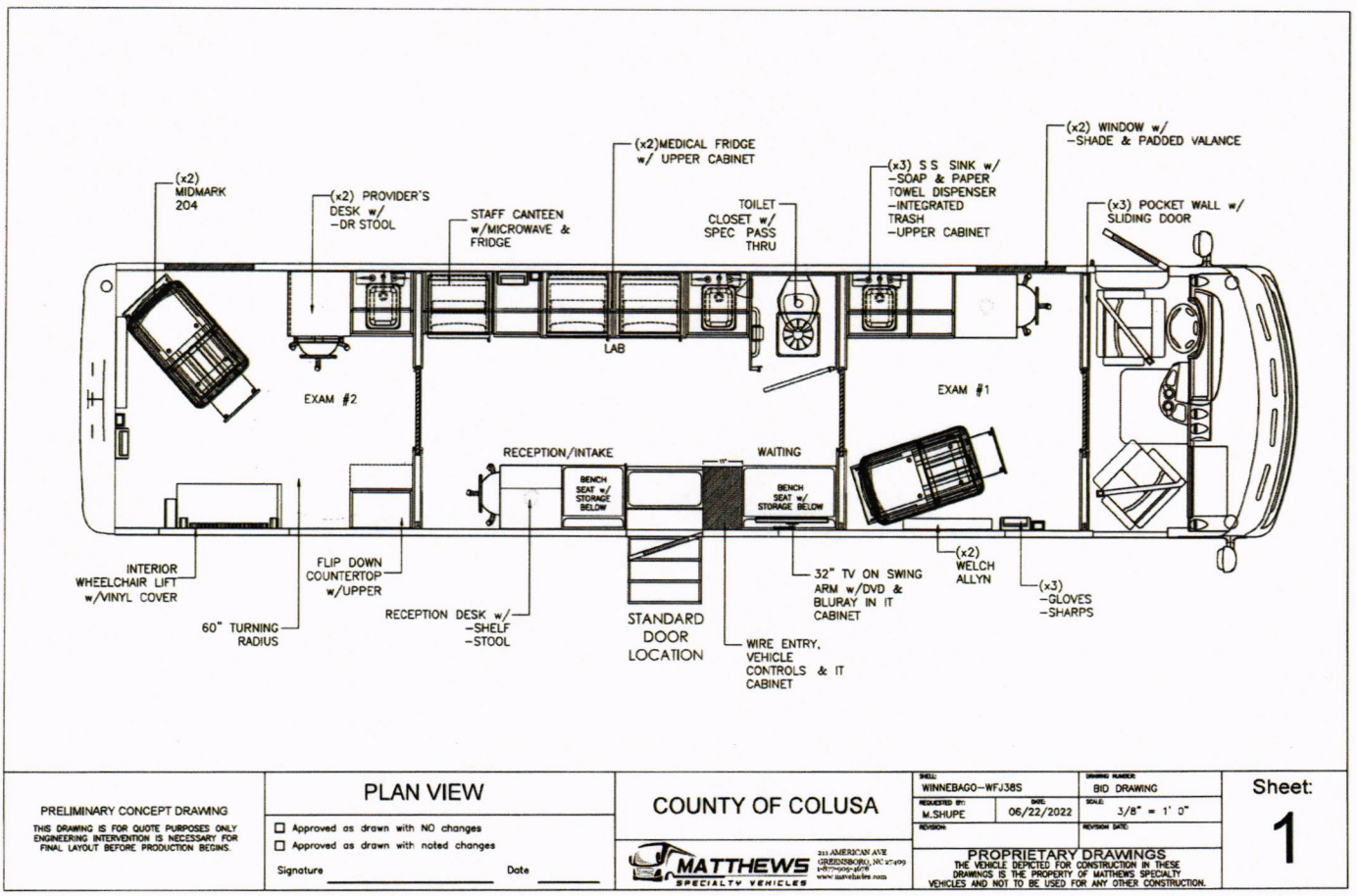
Wi-Fi

- Peplink TRANSIT Mini LTEA (Americas/EMEA)
- Wilson 556249 Signal 4G Repeater Kit AKA Weboost
- Mobile Mark LT408-CCJC-W240 Multi-band MIMO-LTE/Wi-Fi/GPS Antenna
- Six (6) CAT 6 outlets terminating to a central patch panel in the IT cabinet

WINDOW SHADES, SIDEWALL
A roller shade and padded valance shall be provided for each Winnebago installed emergency egress window

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-255



PRELIMINARY CONCEPT DRAWING

THIS DRAWING IS FOR QUOTE PURPOSES ONLY ENGINEERING INTERVENTION IS NECESSARY FOR FINAL LAYOUT BEFORE PRODUCTION BEGINS.

PLAN VIEW

☐ Approved as drawn with NO changes

☐ Approved as drawn with noted changes

Signature _____ Date _____

COUNTY OF COLUSA

MATTHEWS SPECIALTY VEHICLES 211 AMERICAN AVE GREENSBORO, NC 27409 (877)999-9508 www.matvehicles.com

SHELL: WINNEBAGO—WFJ38S		DRAWING NUMBER: BID DRAWING
REQUESTED BY: M.SHUPE	DATE: 06/22/2022	SCALE: 3/8" = 1' 0"
REVISION:		REVISION DATE:

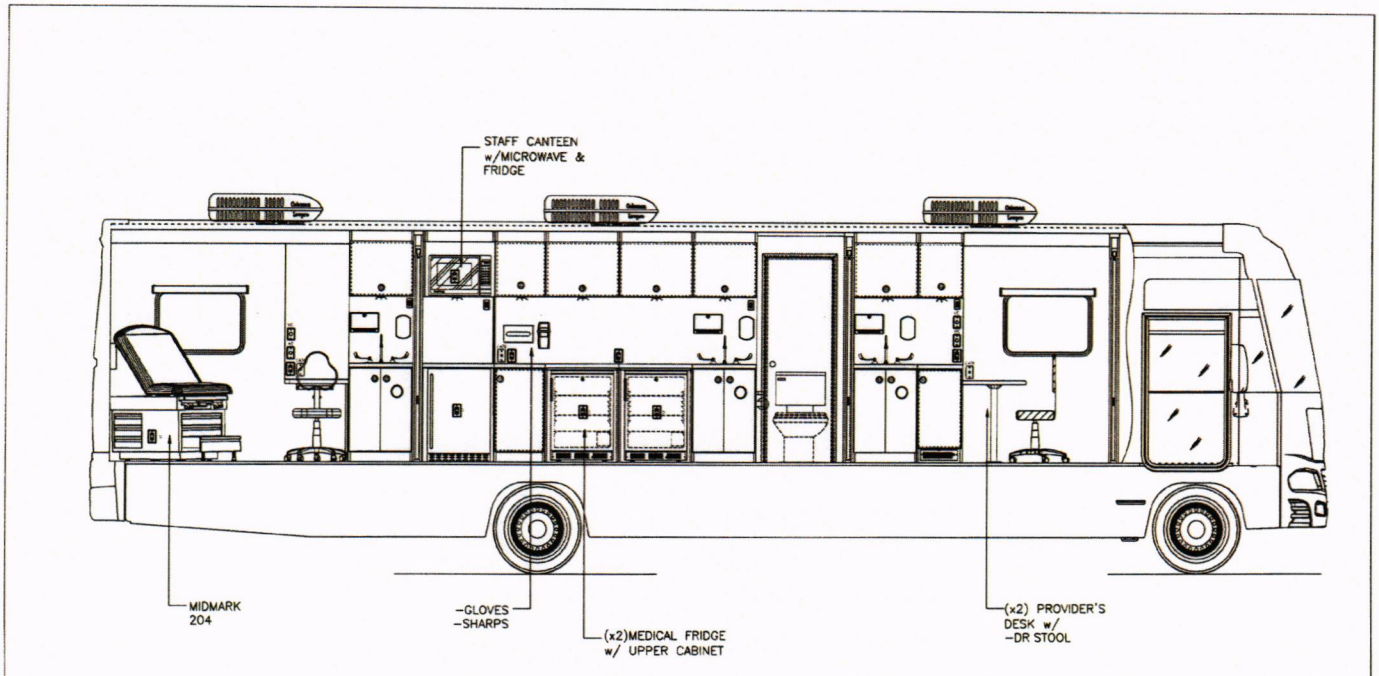
PROPRIETARY DRAWINGS

THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY VEHICLES AND NOT TO BE USED FOR ANY OTHER CONSTRUCTION.

Sheet: 1

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-255



PRELIMINARY CONCEPT DRAWING

THIS DRAWING IS FOR QUOTE PURPOSES ONLY ENGINEERING INTERVENTION IS NECESSARY FOR FINAL LAYOUT BEFORE PRODUCTION BEGINS.

DRIVER INTERIOR VIEW

☐ Approved as drawn with NO changes

☐ Approved as drawn with noted changes

Signature _____ Date _____

COUNTY OF COLUSA

MATTHEWS SPECIALTY VEHICLES

211 AMERICAN AVE
GREENSBORO, NC 27409
1-877-209-5698
www.sprintcities.com

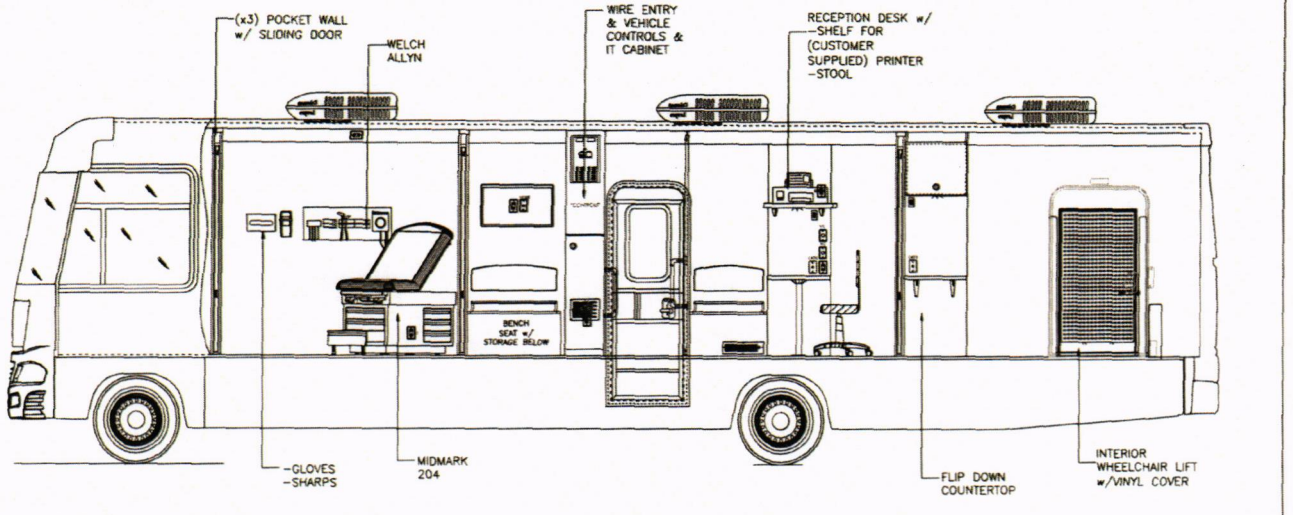
SHELL: WINNEBAGO-WFJ38S	DRAWING NUMBER: BID DRAWING
REQUESTED BY: M.SHUPE	DATE: 06/22/2022
SCALE: 3/8" = 1' 0"	
REVISION:	REVISION DATE:

PROPRIETARY DRAWINGS
THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY VEHICLES AND NOT TO BE USED FOR ANY OTHER CONSTRUCTION.

Sheet 2

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

C22-255



PRELIMINARY CONCEPT DRAWING

THIS DRAWING IS FOR QUOTE PURPOSES ONLY. ENGINEERING INTERVENTION IS NECESSARY FOR FINAL LAYOUT BEFORE PRODUCTION BEGINS.

PASSENGER INTERIOR VIEW

☐ Approved as drawn with NO changes

☐ Approved as drawn with noted changes

Signature _____ Date _____

COUNTY OF COLUSA

MATTHEWS SPECIALTY VEHICLES

211 AMERICAN AVE
GREENSBORO, NC 27409
1-877-999-8696
www.gomatthews.com

MODEL: WINNEBAGO--WFJ38S	DRAWING NUMBER: BID DRAWING
REQUESTED BY: M.SHUPE	DATE: 06/22/2022
SCALE: 3/8" = 1' 0"	
REVISION:	REVISION DATE:

PROPRIETARY DRAWINGS
THE VEHICLE DEPICTED FOR CONSTRUCTION IN THESE DRAWINGS IS THE PROPERTY OF MATTHEWS SPECIALTY VEHICLES AND NOT TO BE USED FOR ANY OTHER CONSTRUCTION.

Sheet: 3

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

MATTHEWS SPECIALTY VEHICLES 30 YEARS

Order Acceptance/Confirmation

Current Date: December 19, 2022

Matthews Specialty Vehicles would like to accept, confirm, and thank you for your order. We assure you that your project will be completed to your specification and satisfaction using the best methods and materials in the industry. To serve you to the best of our abilities, with a minimum of confusion, please review all information for accuracy, correct if necessary and sign at bottom as acknowledgement of correctness and understanding. Return signed copy via email within 5 working days from receipt.

BUYER INFORMATION

Customer: County of Colusa
547 Market Street, Suite 102
Colusa, CA 95932

Contact Person: Wendy Tyler
Phone: 530-458-0737
E-Mail: wtyler@countyofcolusa.com

Bill to: County of Colusa
Dept. of Health and Human Services
251 E Webster St.,
Colusa, CA 95932

Title to Legal name and address:
County of Colusa
ATTN: Purchasing
547 Market Street, Suite 110
Colusa, CA 95932

Delivery Location: Colusa County Purchasing, 547 Market St. Ste 110, Colusa, CA

Delivery Accepted By: Angela Gross
Phone #: 530-458-0437

Equipment Purchased:

VIN:	NA
Model Year:	NA
Series/Conversion:	4000
Retrofit or New Build:	New Build
Length:	38' 10"
Headroom:	7'

Chassis Make/Model:	Winnebago (Ford/Gas)
Body Make/Model:	MSV 4000
GVWR (Complete):	26,000 lbs
CDL Required:	No
Wheelbase:	248"
Salesperson:	Michelle Shupe

Price (without Options)	$399,100.00
Total Price (USD)	**$399,100.00**

TERMS
The terms and conditions of sales are herein incorporated by reference and set forth on the reverse. ***MSO/Title will not be released until final payment is received. ***

CONTRACT PAYMENT TERMS
50% down and balance due 90 days after contract agreement.

TAX STATUS
☐ Taxable
☐ Tax Exempt – Federal ID or Resale #: _____
(Please provide copy of exemption paperwork)

FEDERAL EXCISE TAX EXEMPTION (if applicable)
☒ Not Applicable to vehicle type
☐ No
☐ Yes **(Copy of Form 637, FET Exemption Certificate Required)**

30-DAY TEMPORARY LICENSE PLATE
☐ No
☐ Yes **(Certificate/Proof of insurance required by the NCDOT)**

ACKNOWLEDGEMENT: I hereby acknowledge receipt, understanding and accuracy of information contained on this document to the best of my knowledge on this date.

Wendy G Tyler
Signature

12/21/22
Date

Wendy G. Tyler
Print Name

Purchasing Agent/CAO
Title

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

TERMS OF SALE

Matthews Specialty Vehicles, Inc. is referred to herein as "Seller". The purchaser of the goods, property, parts, or equipment (the "Equipment") is referred to herein as "Buyer".

1. ACCEPTANCE. This order for the Equipment shall not be binding on the Seller unless it is accepted in writing by the Seller's acknowledgment reflecting such acceptance. When so accepted, it shall be binding in accordance with these Terms of Sale. No modification shall be permitted unless agreed to in writing by the parties.

2. PRICES. Except for special promotional sales, or unless otherwise agreed: (i) all prices shall be F.O.B. the producing plant of the Seller; (ii) all sales are subject to the terms agreed upon and denoted in the acceptance/confirmation and the pricing policy in effect on the date that the order for the Equipment is accepted; and (iii) all invoices including, but not limited, to progress payment (if required by payment terms) and final payment invoices not paid by the due date listed thereon shall be subject to a service charge of 2% per month or such amount as may be the maximum rate permitted by applicable law.

3. CHANGE ORDERS. Seller shall not be obligated to implement any changes or variations in the scope of work described in the purchase order for the Equipment unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedules, or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of the purchase order for the Equipment.

4. SURCHARGES. Buyer acknowledges the economic uncertainty relating to supply chains, energy resources, and fuel and freight costs existing at the time of the execution of this agreement. As such, Buyer acknowledges and understands that, from time to time, suppliers and/or manufacturers that supply products or equipment to Seller may apply certain surcharges and/or additional costs on orders. In the event that Seller's suppliers apply such surcharges and/or additional costs, Seller may, in its sole and absolute discretion, pass such surcharges and/or additional costs through to Buyer at the equivalent amount or rate as such surcharges and/or additional costs are charged to Seller.

5. DEFINITION OF TERMS. The current price of Equipment, including but not limited, to base price, authorized change orders, and modifications at the time of invoice issue is referred to as "Total Price". The transfer of Equipment from Seller, or Seller's agent to Buyer, or Buyer's agent, regardless of location of transfer, and without regard to any formalized acceptance procedures on the part of the Buyer is referred to as "Delivery". The body, chassis, or any combination thereof that constitutes Equipment construction platform is referred to as "Shell". The transfer of funds from Buyer to Seller within seven (7) working days of issuance of invoice from Seller to Buyer is referred to as "due upon issuance" or "due upon receipt".

20%-30%-BOD: (i) 20% of total price of Equipment due upon issuance of Purchase Order or signature of Proposal–Acceptance, (ii) 30% of total price of Equipment due upon receipt of Equipment Shell at Seller's location of Equipment production, and (iii) balance due on Delivery

50% - BOD: (i) 50% of total cost due upon issuance of Purchase Order or signature of Proposal–Acceptance, and (ii) balance due on Delivery

Shell – BOD: (i) total price of Equipment Shell due upon receipt of Equipment Shell at Seller's location and (ii) balance due on Delivery

Net 30: Total price of Equipment due within 30 calendar days of Delivery of Equipment to Buyer by Seller

.5% Net 10: Total price of Equipment minus .5% of Total price of Equipment due within 10 calendar days of Delivery of Equipment to Buyer by Seller

BOD: Total price of Equipment due upon Delivery of Equipment to Buyer by Seller

Pre-Pay: Total price of Equipment due upon issuance of Purchase Order or signature of Proposal–Acceptance.

***Other: If Other Terms are selected, they must have prior approval by MSV Finance Department and Management.

6. DELIVERY. Any delivery date shown or provided in oral or written form by the Seller, is furnished only for the convenience of the Buyer, is estimated, and is not a date by which the Seller has agreed to ship or deliver the Equipment. Delivery of the Equipment is contingent upon the Buyer having satisfied all outstanding obligations due by the Buyer to the Seller. Delivery of the Equipment shall be in accordance with the Buyer's instructions. The risk of loss for the Equipment shall pass to the Buyer upon delivery of the Equipment to the Buyer or its agent.

7. FORCE MAJEURE. Seller shall have no liability for any non-performance or delay in performance of its obligations due to events beyond its reasonable control, including, without limitation, fire, storm, flood, earthquake, explosion, accident, acts of public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failure or delays of energy, materials, supplies, or equipment, transportation, embargoes or delays, acts of God, and breakdown of machinery or equipment.

8. SECURITY AGREEMENT. The Buyer hereby grants to the Seller a security interest in the Equipment, to secure the Seller for the payment of all amounts now or hereafter due to the Seller by the Buyer. Buyer, by placing its order for the Equipment, has agreed to pay for such Equipment in accordance with the terms applicable thereto and as referenced herein. A security interest in the Equipment, including but not limited, to the Equipment or Equipment MSO (title) shall remain with the Seller until Buyer has satisfied all outstanding obligations due by the Buyer to the Seller, unless otherwise agreed in writing. Failure of the Buyer to make any aforementioned payment or interim payments to the Seller as agreed shall constitute default under these Terms of Sale. Upon default, the remedies of the Seller shall be those applicable to a Seller under the North Carolina Uniform Commercial Code.

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

9. SUBCONTRACTORS. Seller shall have the right, in its sole and absolute discretion, to subcontract for the performance of all or any portion of Seller's obligations, provided, however, that Seller shall remain responsible for the performance of the purchase order.

10. RETURN. The Equipment shall not be returned to the Seller without its prior written approval. Buyer shall be responsible for all transportation costs in connection with a return of the Equipment to Seller.

11. SEVERABILITY; WAIVER. The terms and provisions set forth in these Terms of Sale are severable and the invalidity of any one provision or term shall note affect the enforceability of the remaining provisions or terms. Failure or delay of the Seller in exercising any right, power, or privilege shall not operate as a waiver of any such right, power or privilege.

12. GOVERNING LAW; VENUE. The parties acknowledge and agree that the laws of the State of North Carolina shall govern their rights and duties in whole with respect to these Terms of Sale. As such, this agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina. It is agreed that any suit to enforce any term of this agreement shall be solely and exclusively heard in the courts of the State of North Carolina located in Guilford County, North Carolina, and the parties hereto expressly consent to the personal jurisdiction and venue of such North Carolina state courts sitting in Guilford County, North Carolina for such actions. Each party hereby waives any defense with respect to such jurisdiction of any type or nature. The parties acknowledge and agree that, if a matter in controversy related to this agreement regards a topic for which the courts of the State of North Carolina lack subject matter jurisdiction, such dispute shall be solely and exclusively heard in the federal courts of the United States of America located in Guilford County, North Carolina.

13. LIMITATION OF LIABILITY. In no event shall Seller be liable for and Buyer hereby expressly waives, releases, and discharges Seller from any and all consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues or diminution in value, including without limitation, remanufacturing costs and rework costs, de-installation or reinstallation costs, whether or not the possibility of such damages has been disclosed in advance or could have reasonably been foreseen, regardless of the legal or equitable theory (tort, contract, or otherwise) upon which the claim is based, and whatever the forum, whether arising out of or in connection with the manufacture, delivery, use, performance, misuse or non-use of its goods or services or any other cause whatsoever. In no event shall Seller's aggregate liability arising out of or related to this purchase of Equipment, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Seller for the Equipment hereunder.

14. INDEMNIFICATION. Buyer hereby covenants to indemnify, defend, and hold harmless Seller, including its directors, officers, employees, agents, subsidiaries, and affiliates (collectively, the "Indemnified Parties"), of, from, and against any and all liability, loss, damage, expense, claims, suits, costs of defense, including reasonable attorney fees which any one or more of the Indemnified Parties may sustain or incur at anytime for or by reason of (i) any injury or death of any person or persons or damage to any property, arising out of the use of the Equipment and/or any condition or defect of the Equipment, including, but not limited to, claimed improper design or manufacturing defect or other defect of the Equipment and (ii) any product liability arising from the preparation or manufacture of the Equipment according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Equipment or part thereof, or from any changes or alterations to the Equipment or part thereof made by persons other than Seller, or from the use of the Equipment in combination with products not furnished by Seller.

15. DISCLAIMER OF WARRANTIES; WARRANTIES FROM UNDERLYING MANUFACTURERS. Seller makes no warranty whatsoever with respect to the Equipment, including without limitation any (a) warranty of merchantability (b) warranty of fitness for a particular purposes, or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. No warranty of any kind is provided by Seller on any products not manufactured by or directly for Seller. The manufacturers and/or suppliers of such non-Seller products may provide their own warranties and such warranties, if any, shall be Buyer's sole remedy with respect to such products. Seller shall pass along to Buyer the specific warranties offered by such manufacturers, if any.

16. NON-CANCELLABLE. Buyer understands and acknowledges that the Equipment contemplated by any such purchase order is custom manufactured by Seller for Buyer. To that end, all orders for Equipment are special orders, and as such, all orders for Equipment are non-cancellable by Buyer. For the purposes of clarity and removal of doubt, the agreement between Buyer and Seller concerning the Equipment may not be revoked or cancelled by Buyer.

17. TERMINATION BY SELLER. Seller, in its sole and absolute discretion, may unilaterally cancel any order if (i) Buyer fails to timely make any deposit for the Equipment stated as required within the corresponding purchase order; (ii) Buyer becomes insolvent, files for bankruptcy, or makes assignments on behalf of its creditors; or (iii) Buyer fails to accept delivery of an otherwise ready for shipment Equipment for thirty (30) or more calendar days following initial notice from Seller to Buyer.

18. ASSIGNMENT. Buyer shall not assign its purchase order without the prior written consent of Seller.

19. MEDIA RELEASE. Buyer grants to Seller the right to take photographs and/or videos in connection with the Equipment. Buyer hereby irrevocably grants to Seller the perpetual right to use and publish such photographs and/or videos in print or electronically (including via the internet and social media). Buyer acknowledges and agrees that Seller may use such photographs and/or videos on a worldwide, royalty-free basis, with or without the use of Client's name, for any lawful purpose or manner, including, but not limited to, publicity, illustration, advertising, and internet content (including social media).

20. ENTIRE AGREEMENT. This agreement contains the entire agreement of the Parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, usages of trade and course of dealing, whether written or oral.

Attachment: C22-255 Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty Vehicles)

211 American Avenue Greensboro, North Carolina 27409
Toll Free: (877)905-4678 Local: (336)297-9600
www.MSVehicles.com

MATTHEWS SPECIALTY VEHICLES
PRODUCT CHANGE ORDER

PRE PRODUCTION PRE PRODUCTION

Request No. 1
Current Date January 17, 2023
Order Date December 8, 2023

Contact Wendy Tyler
Customer County of Colusa Medical Unit
Sales Person Michelle Shupe

Instructions:
Please indicate desired options with "x", total line items, sign, and return to your Project Coordinator.

	Description of Options		Price
X	Upgrade to foot control sinks in lieu of gooseneck faucet and paddle valves.	.....	$2,400.00
	upgrade to IR sinks in lieu of gooseneck faucet and paddle valves.	.....	$3,000.00
	Total	.....	

Notes: *Price is for all sinks throughtout the unit.*

Customer Approval:
Signature Wendy Tyler
Printed Name
Title
Date 2/21/23

Matthews Specialty Vehicles, Inc.
Signature Signature on file.
Printed Name Michelle Shupe
Title Director of sales and marketing
Date January 17, 2023

Attachment: C23-054_1st Mod_Change Order_Matthews Specialty Vehicles (10032 : Ratify Contract Modifications with Matthews Specialty

COUNTY OF COLUSA, CA **2.16**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Ratify the following purchase orders for Board approved fixed asset purchases with the FY 24-25 recommended budget: purchase order number 10107292024A in the amount of $17,005.55 for portable radios for Colusa County Office of Emergency Services, purchase order number 10107152024 in the amount of $231,930.16 for four vehicles for Colusa County Sheriff Office and purchase order 53507222024 in the amount of $48,581.81 for the purchase of one vehicle for the Probation Department.**

Ratify the following purchase orders for Board approved fixed asset purchases with the FY 24-25 recommended budget: purchase order number 10107292024A in the amount of $17,005.55 for portable radios for Colusa County Office of Emergency Services, purchase order number 10107152024 in the amount of $231,930.16 for four vehicles for Colusa County Sheriff Office and purchase order 53507222024 in the amount of $48,581.81 for the purchase of one vehicle for the Probation Department.

Detailed Description/Background of request

The Board of Supervisors approved a list of fixed assets for advanced purchase with the FY24-25 recommended budget on June 18, 2024

Purchase order no. 10107292024A in the amount of $17,005.55 is for the purchase of portable radios and accessories for the Colusa County Office of Emergency Services (OES) from Sutter Buttes Communications.

Purchase order no. 10107152024 in the amount of $231,930.16 is for the purchase of four 2025 Ford Interceptors for the Colusa County Sheriff's Office (CCSO) from Folsom Lake Ford.

Purchase order no. 53507222024 in the amount of $48,581.81 is for the purchase of one Dodge Durango Pursuit for the Probation Department from Elk Grove Auto.

The Purchasing Agent authorized the purchases given the Board's approval and now staff is seeking ratification of these purchase orders.

Prior Board Action

Approval of FY24-25 Recommended Budget.

Fiscal Impact/Funding Source

Purchase order 10107292024A for OES is paid for by the Homeland Security Grant Program.

Purchase order 10107152024 for CCSO is budgeted, 312-57199-312-0.

Purchase order 53507222024 for Probation is budgeted, 150-57199-150.

Action for the Clerk

None.

ATTACHMENTS:

- PO 10107292024A_Motorola Solutions (PDF)
- PO 10107152024_Folsom Lake Ford (PDF)
- PO 53507222024_Elk Grove Auto (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
10107292024A

PURCHASE ORDER

VENDOR	Motorola Solutions
NAME	Andrew Welch
ADDRESS	445 N Palora Ave
	Yuba City, Ca, 95991
PHONE	530-673-3475

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Jackie Oliveras**
Address	**929 Bridge St., Colusa, Ca, 95932**
PHONE	**530.458.0437** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
7/29/2024	Molly West			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
3	EA		Portable Radio and Accessories per Quote 2726617		$15,637.29

BASED ON ATTACHED QUOTE #2726617

SUBTOTAL	$15,637.29
DELIVERY	$0.00
CA Sales Tax .0875%	$1,368.26
TOTAL	$17,005.55

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Wendy Stytz 8/9/24
Authorized by Date

Attachment: PO 10107292024A_Motorola Solutions (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

MOTOROLA SOLUTIONS

QUOTE-2726617
APX6000 (3)

Billing Address:
COLUSA COUNTY SHERIFF DEPT
929 BRIDGE ST
COLUSA, CA 95932
US

Shipping Address:
COLUSA COUNTY SHERIFF DEPT
929 BRIDGE ST
COLUSA, CA 95932
US

Quote Date:07/24/2024
Expiration Date:08/01/2024
Quote Created By:
Andrew Welch
Sales
awelch@sutterbuttescomm.com
530-673-3475

End Customer:
COLUSA COUNTY SHERIFF DEPT
Jackie Olivares
jtolivares@countyofcolusa.com
530-458-0165

Delivery Address:
Sutter Buttes Communications
445 N Palora Ave
Yuba City, California 95991
US

Contract: 17724 - HGAC (TX)-RA05-21
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Programming will be invoiced from Sutter Buttes Communications for $65 per radio.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	3	$3,595.00	$2,624.35	$7,873.05
1a	H869BZ	ENH: MULTIKEY	3	$363.00	$264.99	$794.97
1b	H842AU	ADD: SINGLE UNIT PACKING	3	$0.00	$0.00	$0.00
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	3	$115.50	$84.32	$252.96
1d	H35BU	ADD: CONVENTIONAL OPERATION	3	$550.00	$401.50	$1,204.50
1e	QA09113AB	ADD: BASELINE RELEASE SW	3	$0.00	$0.00	$0.00
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	3	$567.00	$413.91	$1,241.73
1g	Q887AU	ADD: 5Y ESSENTIAL SERVICE	3	$306.00	$306.00	$918.00
1h	Q629AK	ENH: AES ENCRYPTION AND ADP	3	$523.00	$381.79	$1,145.37

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Attachment: PO 10107292024A_Motorola Solutions (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

MOTOROLA SOLUTIONS

QUOTE-2726617
APX6000 (3)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	3	$188.27	$141.20	$423.60
3	RLN6434B	APX TRAVEL CHARGER	3	$119.99	$89.99	$269.97
4	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	3	$486.00	$364.50	$1,093.50
5	NNTN8863B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	3	$186.50	$139.88	$419.64

Subtotal $15,637.29

Estimated Tax $1,368.26

Grand Total $17,005.55(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Attachment: PO 10107292024A_Motorola Solutions (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Attachment: PO 10107292024A_Motorola Solutions (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
10107152024

PURCHASE ORDER

VENDOR	Folsom Lake Ford
NAME	Mark Paoli
ADDRESS	12755 Folsom Blvd
	Folsom, CA 95630
PHONE	(916) 351-4202

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Kristopher Cooper**
Address	**929 Bridge St., Colusa, CA 95932**
PHONE	**530.458.0226** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
7/15/2024	Molly West			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
4	EA		2025 Ford Interceptor Utility	57,982.54	231,930.16

BASED ON ATTACHED PROPOSAL DATED 7/12/2024

SUBTOTAL	231,930.16
DELIVERY	0.00
CA Sales Tax 7.25%	0.00
LABOR	0.00
TOTAL	231,930.16

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

7/15/24
Authorized by Date

Attachment: PO 10107152024_Folsom Lake Ford (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

PRICE QUOTATION
FOLSOM LAKE FORD
12755 FOLSOM BLVD.
FOLSOM, CA 95630
(916) 351-4202 - Direct

Date: 7/12/2024

To: Molly West / Assistant County Administrative Officer / Colusa County
From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
Subject: Pricing for 2025 Ford Interceptor (State of California Contract #1-22-23-14C)

$49,313.00 - Bid Price (2025 Ford Police Interceptor Utility AWD / 3.3L V6 Gas Eng)
930.00 - Front Headlamp Lighting Solution (66A) - Includes Pre-Wiring (60A)
662.00 - Ultimate Wiring Package (67U)
475.00 - Rear Lighting Solution (66C)
446.00 - Tail Lamp Lighting Solution (66B)
414.00 - Spot Lamp - Driver's Side Unity LED (51R)
352.00 - Underbody Deflector Plate (76D)
207.00 - Police Wire Connector Kit - Front/Rear (67V)
165.00 - Hidden Door-Lock Plunger w/Rear-Door Controls Inoperable (52P)
0.00 - Police Interceptor Badge Delete (87M)
$52,964.00 - Selling Price (Solid Color - Oxford White)
85.00 - Documentation Fee
$53,049.00 - Subtotal
4,641.79 - Sales Tax (8.75%) Subject to Change
250.00 - Delivery to Colusa, CA
33.00 - DMV Electronic Filing Fee
8.75 - California Tire Fee
$57,982.54 - Total Price (EACH)
X4
$231,930.16 - Total Price (4-Interceptors) F.O.B. Colusa, CA

Payment Terms: $500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: Ballistic Door Panels (Level III+), BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Power Passenger Seat (4-Way), Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.

Attachment: PO 10107152024_Folsom Lake Ford (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
53507222024

PURCHASE ORDER

VENDOR	
NAME	Elk Grove Auto
ADDRESS	8575 Laguna Grove Drive
	Elk Grove, Ca, 95757
PHONE	916-426-5752

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
7/22/2024	Molly West			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		Durango Pursuit with Options State Contract # 1-22-23-23E	44,350.00	$44,350.00

BASED ON ATTACHED QUOTE # D4589

SUBTOTAL	$44,350.00
DELIVERY	$250.00
DOC FEE	$85.00
CA Sales Tax .0875%	$3,888.06
CA TIRE FEE	$8.75
TOTAL	$48,581.81

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Wendy Stytle 7/29/24
Authorized by Date

Attachment: PO 53507222024_Elk Grove Auto (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

Elk Grove Auto

8575 Laguna Grove Drive
Elk Grove, CA 95757
916-426-5752

To: Angela Gross
County of Colusa
547 Market St. Ste. 110
Colusa, CA 95932
(530) 458-0437

DATE July 18, 2024
Quotation # D4589

Prepared by: David Brewer

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23E

Description	AMOUNT
Line 2 - Durango	$ 40,400.00
Options	$ 1,500.00
Upgrade to Pursuit	$ 2,450.00
****** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	

W Tyler 7/29/24
(Order Acknowledgment Signature) **(Date)**

Subtotal		$ 44,350.00
DOC Fee		$ 85.00
Taxable Subtotal:		$ 44,435.00
Tax Rate(Subject to change):	8.750%	$ 3,888.06
Tire Fee:		$8.75
Delivery Charge:		$ 250.00
Total:		**$ 48,581.81**

CA Tire Fee: $1.75 / Per Tire

If you have any questions concerning this quotation, contact David Brewer at 916-509-8597 or email at Dbrewer@Lasherauto.com

THANK YOU FOR YOUR BUSINESS!

Attachment: PO 5350722024_Elk Grove Auto (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3)

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Winner Chevrolet / Elk Grove Auto Group

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Selected Model and Options
- Standard Equipment
- Weight Rating
- Technical Specifications

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Prepared By:

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Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD — MSRP:$43,940.00

Interior:Black, Cloth Bucket Seats w/Rear Vinyl

Exterior 1:White Knuckle Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT UPG I w/ESS

Transmission: 8-Speed Automatic (850RE)

OPTIONS

CODE	MODEL	MSRP
WDEE75	[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD	$43,940.00
	OPTIONS	
2BZ	Quick Order Package 2BZ	$0.00
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl	$160.00
CUG	Police Floor Console	$1,195.00
CW6	Deactivate Rear Doors/Windows	$145.00
DFT	Transmission: 8-Speed Automatic (850RE)	$0.00
DLK	3.45 Rear Axle Ratio	$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	$0.00
PW7	White Knuckle Clearcoat	$0.00
WBN	Wheels: 18" x 8.0" Black Steel	$0.00
Z6K	GVWR: 6,500 lbs	$0.00
	SUBTOTAL	**$45,440.00**
	Adjustments Total	$0.00
	Destination Charge	$1,595.00
	TOTAL PRICE	**$47,035.00**

FUEL ECONOMY

Est City:18 (2024) MPG

Est Highway:25 (2024) MPG

Est Highway Cruising Range:615.00 mi

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Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Selected Model and Options

MODEL

CODE	MODEL
WDEE75	2025 Dodge Durango Pursuit AWD

COLORS

CODE	DESCRIPTION
PW7	White Knuckle Clearcoat

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	0.00 lbs	0.00 lbs

CPOS PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
DLK	3.45 Rear Axle Ratio (STD)	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
WBN	Wheels: 18" x 8.0" Black Steel (STD)	0.00 lbs	0.00 lbs

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Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PW7	White Knuckle Clearcoat	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -inc: Vinyl 2nd Row Seat	0.00 lbs	0.00 lbs

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
Z6K	GVWR: 6,500 lbs (STD)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CW6	Deactivate Rear Doors/Windows	0.00 lbs	0.00 lbs
CUG	Police Floor Console	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

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Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Standard Equipment

Mechanical	
	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
	Transmission: 8-Speed Automatic (850RE) (STD)
	3.45 Rear Axle Ratio (STD)
	GVWR: 6,500 lbs (STD)
	50 State Emissions
	Transmission w/Sequential Shift Control
	Full-Time All-Wheel
	Engine Oil Cooler
	650CCA Maintenance-Free Battery w/Run Down Protection
	220 Amp Alternator
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	Police/Fire
	1250# Maximum Payload
	Front And Rear Anti-Roll Bars
	Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
	Nivomat Suspension
	HD Suspension
	Electric Power-Assist Speed-Sensing Steering
	24.6 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Permanent Locking Hubs
	Short And Long Arm Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 18" x 8.0" Black Steel (STD)
	Tires: 255/60R18 BSW On/Off Road
	Wheels w/Chrome Hub Covers

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Exterior	
	Steel Spare Wheel
	Compact Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
	Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
	Black Side Windows Trim
	Body-Colored Door Handles
	Chrome Bodyside Insert and Colored Wheel Well Trim
	Black Power Heated Side Mirrors w/Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
	Perimeter/Approach Lights
	LED Brakelights
	Laminated Glass
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
	Radio: Uconnect 4 w/8.4" Display
	6 Speakers
	Streaming Audio
	GPS Antenna Input
	Integrated Center Stack Radio
	Integrated Voice Command w/Bluetooth

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Entertainment	
	2 LCD Monitors In The Front
	Wireless Phone Connectivity
Interior	
	Front Seats w/Power 4-Way Driver Lumbar
	12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
	4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
	60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Leather Steering Wheel
	Front Cupholder
	Rear Cupholder
	Compass
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Voice Activated Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Leatherette/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
	Day-Night Auto-Dimming Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Interior	
	Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Carpet Floor Trim
	Full Vinyl/Rubber Floor Covering
	Cargo Area Concealed Storage
	Cargo Space Lights
	Smart Device Integration
	FOB Controls -inc: Cargo Access and Windows
	Google Android Auto
	USB Host Flip
	Apple CarPlay
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Front Center Armrest w/Storage and Rear Center Armrest
	#7 Seat Foam Cushion
	Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
	Sentry Key Immobilizer
	3 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	ParkSense with Stop Rear Parking Sensors
	Collision Mitigation-Rear
	Blind Spot w/Trailer Detection Blind Spot
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	ParkView Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	6500.00 lbs

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	DFT
Trans Type	8	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71
Second Gear Ratio (:1)	3.14	Third Gear Ratio (:1)	2.11
Fourth Gear Ratio (:1)	1.67	Fifth Gear Ratio (:1)	1.28
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.29
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.84
Eighth Gear Ratio (:1)	0.67		

Mileage

EPA Fuel Economy Est - Hwy	25 (2024) MPG	Cruising Range - City	442.80 mi
EPA Fuel Economy Est - City	18 (2024) MPG	Fuel Economy Est-Combined	21 (2024) MPG
Cruising Range - Hwy	615.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	ERC	Engine Type	Regular Unleaded V-6
Displacement	3.6 L/220	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	293 @ 6400	SAE Net Torque @ RPM	260 @ 4000
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	650	Cold Cranking Amps @ 0° F (2nd)	650
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Powertrain

Cooling System

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.4 (2024)	EPA Greenhouse Gas Score	4.0 (Est)

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4929 lbs	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	11600 lbs	Gross Axle Weight Rating	N/A
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6500.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	6200 lbs	Wt Distributing Hitch - Max Tongue Wt.	620 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	6200 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Chassis

Suspension

Suspension Type - Front	Short And Long Arm	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Independent
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.45	Axle Ratio (:1) - Rear	3.45
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TXQ	Rear Tire Order Code	TXQ
Spare Tire Order Code	N/A	Front Tire Size	P255/60TR18
Rear Tire Size	P255/60TR18	Spare Tire Size	Compact
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 X 8 in	Rear Wheel Size	18 X 8 in
Spare Wheel Size	Compact in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	41 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.8 in

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[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	13 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24.6 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	39.9 in
Front Leg Room	40.3 in	Front Shoulder Room	58.5 in
Front Hip Room	57 in	Second Head Room	39.8 in
Second Leg Room	38.6 in	Second Shoulder Room	50.4 in
Second Hip Room	42.8 in		

Exterior Dimensions

Wheelbase	119.8 in	Length, Overall w/rear bumper	N/A
Length, Overall	200.8 in	Width, Max w/o mirrors	75.8 in
Height, Overall	72.9 in	Track Width, Front	63.9 in
Track Width, Rear	64.1 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Min Ground Clearance	8.1 in
Body Length	0.00 ft	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	32.2 in
Cab to Body	N/A		

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 22967. Data Updated: Jul 17, 2024 9:19:00 PM PDT.

Attachment: PO 5350722024_Elk Grove Auto (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (3) (Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Box Width @ Top, Rear	N/A
Cargo Area Width @ Beltline	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Cargo Volume to Seat 1	85.1 ft³	Cargo Volume to Seat 2	43.3 ft³
Cargo Volume to Seat 3	43.3 ft³	Ext'd Cab Cargo Volume	N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 22967. Data Updated: Jul 17, 2024 9:19:00 PM PDT.

Attachment: PO 5350722024_Elk Grove Auto (10033 : Ratify Board approved fixed asset purchases with the Recommended Budget)

COUNTY OF COLUSA, CA **2.17**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Approve 5th Modification with Sierra Mental Wellness Group for updated contract language to allow Contractor to utilize county vehicles for mobile crisis services.**

Approve 5th Modification with **Sierra Mental Wellness Group** for updated contract language to allow Contractor to utilize county vehicles for mobile crisis services.

Detailed Description/Background of request:

Behavioral Health is requesting to enter into a fifth modification with Sierra Mental Wellness Group in order to update the contract language to allow Sierra Mental Wellness Group to utilize county vehicles for mobile crisis services.

Sierra Mental Wellness currently provides the County with after-hours crisis services in addition to advanced and ongoing training on 5150 procedures, interoperability, IT support and a local crisis supervisor. Sierra Mental Wellness allows Behavioral Health to provide essential services to consumers in crisis by providing coordination of services and securing placement in facilities during non-business hours.

For FY 24/25 Sierra Mental Wellness will also be operating the after-hours Mobile Crisis Team for Colusa County Behavioral Health. The Mobile Crisis Team will be able to respond to individuals in crisis at their location to begin assessments and placement procedures, if deemed medically necessary. The Mobile Crisis Team will give Behavioral Health the ability to quickly respond to individuals in crisis at their location. Sierra Mental Wellness will also be providing the after-hours Mobile Crisis Team staff.

County Risk Management has provided revised insurance requirements to be met by Sierra Mental Wellness to include coverage on borrowed County vehicles, as well as a modification to Attachment A-1 of the scope of work to further affirm their responsibility and liability while operating the County vehicle.

Prior Board Action:

C20-177, C21-105, C22-085, C23-153 and C24-092

Fiscal Impact/Funding Source:

Budgeted: 272-53180-272-0

Not to exceed $117,397 for after hour on call crisis services.

Not to exceed $512,299 for the implementation and operation of the mobile crisis services.

Action for the Clerk:

Please number contract, obtain signatures and forward to:

Sierra Mental Wellness Group
406 Sunrise Avenue Suite 300
Roseville, CA 95661

ATTACHMENTS:

- 5th Mod. Sierra Mental Health Wellness Group (DOCX)
- C24-092 4th Mod Sierra Mental Wellness Group (PDF)
- C23-153 3rd Mod. Sierra Mental Wellness (PDF)
- C22-085 2nd Mod. - Sierra Mental Wellness Group (PDF)
- C21-105 1st Mod. Sierra Mental Wellness Group (PDF)
- C20-177 Sierra Mental Wellness Group (PDF)

Fifth Modification of C20-177 for After-Hours Crisis Services

This Fifth Modification of After-Hours Crisis Services Contract C20-l 77 is between County of Colusa ("County"), a political subdivision of the State of California, and Sierra Mental Wellness Group, ("Contractor"), a California non-profit corporation.

Background

On July 1, 2020, the parties executed Contract C20-177 for after-hours crisis services.

On July 1, 2021, the parties executed the 1st Modification (C21-l 05) to extend the term of the contract to June 30, 2022.

On July 1, 2022, the parties executed the 2nd Modification (C22-085) to extend the term of the contract, increase compensation and replace Attachment B with a NEW Attachment B.

On July 1, 2023, the parties executed the 3rd Modification (C23-153) to extend the term of the contract, increase compensation and replace Attachment B with a NEW Attachment B.

On June 18, 2024, the parties executed the 4th Modification (C24-092) to add Mobile Crisis Response to the Scope of work, as well as extending the term of the contract and increasing compensation.

The parties now wish to further amend the contract to clarify the Mobile Crisis Response process.

Modification

The parties agree to modify the Contract effective September 17, 2024, as follows:

1. Section 10 C Automobile Liability Coverage, is modified as follows: "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 (including borrowed), and non-owned vehicles, in an amount of not less than two million ($2,000,000) dollars for each accident for bodily injury or property damage".

2. Attachment A-1, Section 3, Dispatch of Mobile Crisis Teams, is modified by adding paragraph D as follows: "Mobile Crisis Teams, upon receiving the dispatch, will respond to the Colusa County Behavioral Health Department and acquire a County vehicle in which to respond. Contractor accepts full responsibility and liability for this vehicle while in the possession of the Mobile Crisis Team."

Attachment: 5th Mod. Sierra Mental Health Wellness Group [Revision 2] (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

SIERRA MENTAL WELLNESS GROUP

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 5th Mod. Sierra Mental Health Wellness Group [Revision 2] (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

C24- 092

Fourth Modification of C20-177 for After-Hours Crisis Services

This Fourth Modification of After-Hours Crisis Services Contract C20-l 77 is between County of Colusa ("County"), a political subdivision of the State of California, and Sierra Mental Wellness Group, ("Contractor"), a California non-profit corporation.

Background

On July 1, 2020, the parties executed Contract C20-177 for after-hours crisis services.

On July 1, 2021, the parties executed the 1st Modification (C21-l 05) to extend the term of the contract to June 30, 2022.

On July 1, 2022, the parties executed the 2nd Modification (C22-085) to extend the term of the contract, increase compensation and replace Attachment B with a NEW Attachment B.

On July 1, 2023, the parties executed the 3rd Modification (C23-153) to extend the term of the contract, increase compensation and replace Attachment B with a NEW Attachment B.

The parties now wish to extend the term, increase scope of work and compensation and update fees for fiscal year 2024-2025.

Modification

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

1. Section 1 Services to be Performed, is modified by adding the phrase "and 'A-1'" at the end of the first paragraph and the phrase "and 'B-1'" at the end of the second paragraph.

2. Section 2 Term, is modified to extend the term of the Contract from June 30, 2024 to June 30, 2025.

3. Section 3 Compensation, is modified to increase the compensation in an amount not to exceed one-hundred seventeen thousand three hundred ninety-seven dollars ($117,397) for after hours on call crisis services and five-hundred twelve thousand two hundred ninety-nine dollars ($512,299) for the mobile crisis services, as detailed in Attachments B and B-1 for fiscal year 2024-25.

3. Section 22 Attachments, is modified adding the following:

    D. Attachment 'A-1'Mobile Crisis Response Scope of Work.
    E. Attachment 'B-1' Mobile Crisis Response Rates

4. Attachment "B" is modified by deleting in its entirety and replacing with the Attachment "B" attached hereto.

Attachment: C24-092 4th Mod Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

C24- 092

COUNTY OF COLUSA

Gary J. Evans, Chair Date: 6/18/24

SIERRA MENTAL WELLNESS GROUP

Signature Date: 8/15/24

Nicole Vanneman Acting Executive Director
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Tiffany Jorgensen, Clerk

Attachment: C24-092 4th Mod Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

C23-153

Third Modification of C20-177 for After-Hours Crisis Services

This Third Modification of After-Hours Crisis Services Contract C20-177 is between Colusa County (County), a political subdivision of the State of California, and Sierra Mental Wellness Group, (Contractor), a California non-profit corporation.

Background

On July 1, 2020, the parties executed Contract C20-177 for after-hours crisis services.

On July 1, 2021, the parties executed the 1st Modification (C21-105) to extend the term of the contract to June 30, 2022.

On July 1, 2022, the parties executed the 2nd Modification (C22-085) to extend the term of term of the contract, increase compensation and replace Attachment B with a NEW Attachment B.

The agreement expired June 30, 2023, however the contractor has continued to provide services under the terms of the agreement.

The parties now wish to extend the term, increase compensation and modify attachment B.

Modification

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

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2023 to June 30, 2024.
2. Section 3, Compensation is modified to increase the compensation in an amount not to exceed One-hundred forty-eight Thousand six hundred eighty dollars ($148,680) as detailed in Attachment "B".
3. Section 22 Attachments is modified by deleting Attachment "B" Crisis Services Rates and replacing with a NEW Attachment "B" Crisis Services Rates, attached hereto.

COUNTY OF COLUSA

Date: 8/1/23

Kent S. Boes, Board Chair

SIERRA MENTAL WELLNESS GROUP

Date: 8-15-23

Signature

JON KERSCHNER EXECUTIVE DIR.

Printed Name and Title

APPROVED AS TO FORM

for

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy Clerk

Attachment: C23-153 3rd Mod. Sierra Mental Wellness (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

C23-153

ATTACHMENT "B"

SIERRA MENTAL WELLNESS GROUP
COLUSA COUNTY
CRISIS SERVICES
FY 23/24
(Revised 5/30/2023)

	PROPOSED 7/1/23-6/30/24			22/23 Budget		
CRISIS SERVICES	Cost /HR	HOURS/ UNIT	Budget	Cost /HR	HOURS/ UNIT	Budget
ON CALL	$ 5 86	6150	$ 36,009	$ 5 86	6150	$ 36,009
ON CALL (HOLIDAYS)	$ 8.79	250	$ 2,197	$ 8 79	250	$ 2,197
ROLL OUT/FACE TO FACE	$ 65 84	350	$ 23,045	$ 65 84	325	$ 21,399
ROLL OUT/FACE TO FACE (HOLIDAYS)	$ 98 76	30	$ 2,963	$ 98.76	30	$ 2,963
TELEPHONE CONTACTS	$ 21 94	1400	$ 30,722	$ 21.94	1250	$ 27,430
TELEPHONE CONTACTS (HOLIDAYS)	$ 32 93	45	$ 1,482	$ 32 93	45	$ 1,482
COMPUTER INPUT OF CLIENT DATA	$ 36.59	105	$ 3,842	$ 36 59	105	$ 3,842
LOCAL PROGRAM MANAGEMENT REVIEW AND APPROVAL			$ 12,000			$ 8,000
TOTAL PERSONNEL EXPENSES			$ 112,259			$ 103,321
Other Operating Expenses:						
ORIENTATION/TRAINING	$ 36 59	80	$ 2,927	$ 36.59	80	$ 2,927
County share of EHR Implementation			$ 5,101			$ 5,101
INTEROPRABILITY SupportT			$ 6,500			$ 4,064
MILEAGE			$ 2,500			$ 2,500
TOTAL OPERATING EXPENSES			$ 17,028			$ 14,592
SUBTOTAL PROGRAM EXPENSES			$ 129,287			$ 117,914
PROGRAM FACILITATION/ADMINISTRATIVE FEE	15%		$ 19,393.08	15%		$17,687 03
TOTAL EXPENSES			**$ 148,680**			**$ 135,601**

% of Increase 9%

Notes:

Attachment: C23-153 3rd Mod. Sierra Mental Wellness (10040 : Approve 5th Modification with Sierra

C 22 085

Second Modification of C20-177 for After-Hours Crisis Services

This Second Modification of After-Hours Crisis Services Contract C20-177 is between Colusa County (County), a political subdivision of the State of California, and Sierra Mental Wellness Group, (Contractor), a California non-profit corporation.

Background

On July 1, 2020, the parties executed Contract C20-177 for after-hours crisis services.

On July 1, 2021 the parties executed the First Modification (C21-105) to extend the term of the contract to June 30, 2022.

The parties now desire to modify the agreement further extend the term and increase the rates.

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2022 to June 30, 2023.
2. Section 3, Compensation is modified to increase the compensation in an amount not to exceed One-hundred thirty-five thousand, six hundred-one dollars ($135,601.00) as detailed in Attachment "B".
3. Attachment "B" is deleted in its entirety and replaced with a new Attachment "B" Crisis Services Rates, attached hereto

COUNTY OF COLUSA

Date: 5/24/22

J. Merced Corona, Board Chair

SIERRA MENTAL WELLNESS GROUP

Date: 5-31-22

Signature

JON KERSCHNER EXECUTIVE DIRECTOR

Printed Name & title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C22-085 2nd Mod. - Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

ATTACHMENT B

SIERRA MENTAL WELLNESS GROUP
COLUSA COUNTY
CRISIS SERVICES
FY 22/23
(Revised 3/25/2022)

	PROPOSED 7/1/22-6/30/23			% of	Share	New	New
	Cost /HR	HOURS/ UNIT	Budget	Budget	OP Exp	Budget	Cost/HR
CRISIS SERVICES							
ON CALL	$ 5.86	6150	$ 36,009	34.85%	$ 5,086	$ 41,095	$ 5.94
ON CALL (HOLIDAYS)	$ 8.79	250	$ 2,197	2.13%	$ 310	$ 2,507	$ 8.92
ROLL OUT/FACE TO FACE	$ 65.84	325	$ 21,399	20.71%	$ 3,022	$ 24,421	$ 66.83
ROLL OUT/FACE TO FACE (HOLIDAYS)	$ 98.76	30	$ 2,963	2.87%	$ 418	$ 3,381	$ 100.26
TELEPHONE CONTACTS	$ 21.94	1250	$ 27,430	26.55%	$ 3,874	$ 31,304	$ 22.27
TELEPHONE CONTACTS (HOLIDAYS)	$ 32.93	45	$ 1,482	1.43%	$ 209	$ 1,691	$ 33.42
COMPUTER INPUT OF CLIENT DATA	$ 36.59	105	$ 3,842	3.72%	$ 543	$ 4,384	$ 37.14
LOCAL PROGRAM MANAGEMENT REVIEW AND APPROVAL			$ 8,000	7.74%	$ 1,130	$ 9,130	
TOTAL PERSONNEL EXPENSES			$ 103,321	100.00%	$ 14,592	$ 117,914	
Other Operating Expenses:							
ORIENTATION/TRAINING	$ 36.59	80	$ 2,927				
County share of EHR Implementation			$ 5,101				
INTEROPRABILITY SUPORRT			$ 4,064				
MILEAGE			$ 2,500				
TOTAL OPERATING EXPENSES			$ 14,592				
SUBTOTAL PROGRAM EXPENSES			$ 117,914				
PROGRAM FACILITATION/ADMINISTRATIVE FEE	15%		$ 17,687.03				
TOTAL EXPENSES			**$ 135,601**				

County share of Advanced Evaluation Training
Local Program Management

Notes:

Attachment: C22-085 2nd Mod. - Sierra Mental Wellness Group (10040 : Approve 5th Modification with

S22-085

C21-105

First Modification of C20-177 for After-Hours Crisis Services

This First Modification of After-Hours Crisis Services Contract C20-177 is between Colusa County (County), a political subdivision of the State of California, and Sierra Mental Wellness Group, (Contractor), a California non-profit corporation.

Background

On July 1, 2020, the parties executed Contract C20-177 for after-hours crisis services.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2022.

COUNTY OF COLUSA

Date: 6/8/21

Gary J. Evans, Board Chair

SIERRA MENTAL WELLNESS GROUP

Date: 6-15-21

Signature

APPROVED AS TO FORM

David Prentice, Interim County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C21-105 1st Mod. Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

Sierra Mental Wellness Group After Hours Crisis Services Contract

This contract for after hour crisis services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Sierra Mental Wellness Group ("Contractor"), a California non-profit corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all labor necessary to provide after-hours crisis services in a competent and professional manner, as more specifically described in Attachment "A".

   Contractor shall procure equipment at County's expense to allow IT access and data entry as described in Attachment "B".

2. **Term:** This Contract shall begin on July 1, 2020, and shall continue through June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed one-hundred twenty three-thousand, seven-hundred, and six ($123,706) as detailed in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Monthly, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of the 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. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

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.

D. Contractor shall submit notes for all face to face services that are at the Medi-Cal standard and provide call logs for each telephone contact.

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

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

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

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

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

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

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. **HIPPA Compliance:** The Parties agree to comply with the HIPAA Business Addendum specific in Attachment "C" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

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

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

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

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

    D. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount not less than one million dollars ($1,000,000) per occurrence. 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. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

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

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

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

14. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to County:	Department of Behavioral Health 162 E. Carson Street Colusa, California 95932 (530) 458-0520 Att: Terrence Rooney, Ph.D., Director
If to Contractor:	Sierra Mental Wellness Group 406 Sunrise Avenue Suite 300 Roseville, CA 95661

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

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

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

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or
    B. By either party without cause upon fifteen (15) days written notice of termination.

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

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

    A. Attachment "A" Scope of Services
    B. Attachment "B" Crisis Services Rates
    C. Attachment "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Date: 9/29/20

Denise J. Carter, Board Chair

SIERRA MENTAL WELLNESS GROUP

Date: 10.6.20

Signature

JON KERSCHNER Executive Director

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

C 20-177

ATTACHMENT A
SCOPE OF SERVICES

A. Purpose

CONTRACTOR and COUNTY, agree to enter into a specific contract for providing after-hours crisis intervention services to the people of Colusa County as well as to persons experiencing a psychiatric emergency within the boundaries of Colusa County. The following is a narrative description of the roles, responsibilities and tasks assigned to CONTRACTOR and to COUNTY with regard to this Agreement.

B. Principles

CONTRACTOR and COUNTY agree to the following principles of psychiatric intervention:

1. Crisis Intervention services shall be available from 5:00 p.m. to 8:00 a.m. Monday through Friday excluding County holiday closures and weekends, then Contractor shall be available 24 hours per day to all persons in Colusa County who are experiencing a psychiatric emergency.

2. Crisis Intervention services shall not be denied to any person based on age, sex, race, color, religion, ancestry, national origin, physical or mental handicap or proof of ability to pay for basic services.

3. Crisis Intervention services shall be provided by qualified personnel mutually agreed upon by both CONTRACTOR and COUNTY.

4. Crisis Intervention services shall be provided in accord with all state, federal and local guidelines such as those regulations set forth in the Welfare and Institutions Code Section 5000 et seq.

5. Crisis Workers shall be specifically trained by both CONTRACTOR and COUNTY in clinical and legal aspects of psychiatric emergencies.

6. "On Call" shall mean that the Crisis Worker is available by phone and is able to respond to designated sites within sixty (60) minutes.

7. "On-Site Response" shall mean that the Crisis Worker travels to the designated site to perform a face-to-face interview with the client.

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Grou

C. Responsibilities

1. CONTRACTOR shall assure that Crisis Workers shall respond to requests for psychiatric emergency evaluation by law enforcement, hospital emergency room personnel and Colusa County Department of Mental Health.

2. Face-to-face evaluations shall be conducted for any person placed on a 5150 completed by law enforcement.

3. CONTRACTOR shall work with COUNTY to develop, coordinate and implement necessary and appropriate procedures related to psychiatric emergencies.

4. CONTRACTOR shall assure that accurate, complete records of services provided are maintained.

5. CONTRACTOR shall assure Crisis Workers are trained and available to act as consultants regarding psychiatric emergencies to law enforcement, emergency room personnel and other social service and community agencies.

6. CONTRACTOR shall insure no conflict of interest for personnel acting on behalf of CONTRACTOR.

7. COUNTY Director of the Department of Behavioral Health or his designee shall monitor contract, write Policy and Procedures, assist CONTRACTOR in developing training schedule for Crisis Workers, develop and maintain training for law enforcement, emergency rooms and community agencies along with CONTRACTOR. COUNTY Director of the Department of Behavioral Health or his designee shall be responsible for resource development and linking crisis services to other County services (inpatient, outpatient, etc.)

8. CONTRACTOR shall assure that Crisis Workers have sufficient training and supervision to carry out all responsibilities. Contractor shall verify that all personnel have attended at least five (5) hours of annual training as it pertains to their position (Suicide Prevention, Advanced Evaluation Training, Mental Health First Aid, Trauma Informed Care, etc.).

9. Mandatory knowledge and skill areas shall include child abuse, elder abuse and dependent adult abuse identification and reporting; confidentiality; Tarasoff; Patients'

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

Rights; involuntary detentions including 5150, 5250 and conservatorships; out-of-county transfers, medical clearance requirements.

10. CONTRACTOR shall participate with COUNTY in developing and maintaining working relationships with law enforcement agencies, hospitals and their emergency departments, social services agencies, community agencies and county division.

11. CONTRACTOR shall participate in Adverse Incident Committee meeting as necessary and appropriate.

12. As the department utilizes an Electronic Health Records System, the Contractor shall be required to use the Electronic Health Records System functionality that is relevant to the scope of work of this contract, as authorized and requested by the County. This may include the following functionality: use of the Billing System, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

13. Patient Electronic Health Records - Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift or within 72 hours. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the Department of Behavioral Health, including Event Monitoring Forms, records of client interviews, progress notes and assessments. All documentation shall meet Medi-Cal and Medicare requirements. Client records and notes shall be maintained by the County and incorporated into the Behavioral Health case record as appropriate.

14. All records shall be held in strictest confidence to the extent required by law and Contractor shall implement procedures to protect such confidentiality and train workers in the confidentiality requirements.

15. Local Program Supervisor shall review and approve 5150 placements and will have a Master's degree or PhD in either social work, psychology or a related field and must possess a valid California license as one of the following: Licensed Clinical Social Worker (LCSW); Licensed Marriage and Family Therapist (LMFT); Licensed Professional Clinical Counselor (LPCC); Psychologist, or shall have a license within six (6) months of hire. He/she shall have five (5) years' experience in the provision of community mental health services and two (2) years supervision of behavioral health services, which includes mental health crisis services.

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

ATTACHMENT B

SIERRA MENTAL WELLNESS GROUP
COLUSA COUNTY
CRISIS SERVICES
FY 20/21
(Revised 8/26/20)

	PROPOSED 7/1/20-6/30/21		
CRISIS SERVICES	**Cost /HR**	**HOURS/ UNIT**	**Budget**
ON CALL	$ 5.63	6150	$ 34,625
ON CALL (HOLIDAYS)	$ 8.45	250	$ 2,113
ROLL OUT/FACE TO FACE	$ 63.31	325	$ 20,576
ROLL OUT/FACE TO FACE (HOLIDAYS)	$ 94.96	30	$ 2,849
TELEPHONE CONTACTS	$ 21.10	1250	$ 26,375
TELEPHONE CONTACTS (HOLIDAYS)	$ 31.66	45	$ 1,425
COMPUTER INPUT OF CLIENT DATA	$ 35.18	105	$ 3,694
LOCAL PROGRAM MANAGEMENT REVIEW AND APPROVAL			$ 8,000
ADVANCED TRAINING AND DEVELOPMENTS TO 5150 PROCEDURES	$ 35.18	115	$ 4,045
TOTAL PERSONNEL EXPENSES			$ 103,700
Other Operating Expenses:			
INTEROPERABILITY/IT SUPPORT			$ 3,870
PERSONAL CAR MILEAGE WILL BE BILLED ON AS NEEDED BASIS			$ -
TOTAL OPERATING EXPENSES			$ 3,870
SUBTOTAL PROGRAM EXPENSES			$ 107,570
PROGRAM FACILITATION/ADMINISTRATIVE FEE	15%		$ 16,136
TOTAL EXPENSES			**$ 123,706**

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

ATTACHMENT "C"

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean **Sierra Mental Wellness Group**. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

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

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral Health pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the Behavioral Health and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by Behavioral Health;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

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

Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions

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

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

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

Permissible Requests by Behavioral Health

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

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

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

Miscellaneous

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (10040 : Approve 5th Modification with Sierra Mental Wellness Group)

COUNTY OF COLUSA, CA **2.18**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Approve contract with Mesa Energy Systems, dba EMCOR Services Mesa Energy for HVAC and equipment maintenance, effective October 1, 2024.**

Approve contract with **Mesa Energy Systems, dba EMCOR Services Mesa Energy** for HVAC and equipment maintenance, effective October 1, 2024.

Detailed Description/Background of request

The previous HVAC and Equipment Maintenance contract with Mesa Energy Systems, dba EMCOR Services Mesa Energy has expired.

A Request for Bid (RFB) was issued and Notice to Bidders published in the Pioneer Review in accordance with Public Contract Code. Two responsive bids were received and reviewed by the Maintenance Supervisor and Assistant CAO. The bids are for maintenance service at the following locations: McNary Moore Morgue/Walk-In Cooler, Sheriff's Office walk-in cooler/freezer, Sheriff's Office, Behavioral Health Building, Historic Courthouse, Annex Building and Migrant Housing Center.

Bids received are as follows:

EMCOR Services Mesa Energy	$37,767/annually
RB Spencer, Inc.	$99,975/annually

Bids have been reviewed and the Purchasing Agent is recommending awarding the bid to Mesa Energy Systems, dba EMCOR Services Mesa Energy with a not to exceed amount of $50,000 per fiscal year. The additional funds added are for as needed service calls.

Prior Board Action

Notice to Bidder published on July 19 and July 26, 2024.
Bid received and opened on August 23,2024.

Fiscal Impact/Funding Source

Budgeted:
Coroner 001-53130-571-0
Jail 001-53130-534-0

BHS 001-53130-473-BH
Historic Courthouse 001-53130-473-CTH
Annex (56%) 001-53130-530-0 and (44%) 001-53130-473-ANX
Migrant Housing 016-53209-475-0

Action for the Clerk
Please number contract, obtain signatures and forward to:

EMCOR Services Mesa Energy
126 4th St.
Colusa, Ca, 95932

ATTACHMENTS:

- County Services Agreement_HVAC Maintenance (DOCX)

C24-_____

HVAC AND EQUIPMENT MAINTENANCE CONTRACT

This HVAC and Equipment Maintenance contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy ("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 HVAC and equipment maintenance and service for County of Colusa facilities**,** as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on October 1, 2024, and shall continue through October 1, 2027.

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

4. **Method of Payment:** At the completion of each maintenance or service call, Contractor shall provide County with an invoice for the services provided. Upon receipt of invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

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

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

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

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

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

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

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

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

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

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

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

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

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

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

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

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

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

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

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

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

respect to the limits of liability of the insuring company;

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

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

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

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

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

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

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

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

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

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

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

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

If to Contractor:
EMCOR Services Mesa Energy
126 4th St.
Colusa, Ca, 95932

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

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

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

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

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

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

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

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

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

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

A. Attachment - Exhibit "A" Scope of Work

COUNTY OF COLUSA	**MESA ENERGY SYSTEMS, DBA EMCOR SERVICES MESA ENERGY**
_____Date:_____	_____Date:_____
Gary Evans, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Richard Stout, County Counsel	Patricia Rodriguez, Deputy

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

ATTACHMENT A

Scope of Work

The services outlines below are designed to ensure the equipment will be maintained on a scheduled basis and supported by 24-HOUR EMERGENCY SERVICE, when required. As each preventive maintenance call is completed, the service technician will indicate the material used and list any problems observed and recommend corrective action. This information will be detailed on a service report, signed and left with the designated representative at each facility location.

Walk-In Cooler/Freezers:

Location 1:
McNary Moore, Morgue/Walk-In Cooler, 107 5th St., Colusa
$335 plus applicable taxes.
One maintenance visit per year – billed annually

Emerson Climate Tech compressor motor/Larkin fans

- Check condenser and evaporator coil condition
- Clean condenser coils with non-acid, biodegradable foam cleaner during the annual maintenance
- Clean evaporator coils (vacuum)
- Clean fan blades
- Check control set points
- Check and calibrate safeties
- Sequence controls
- Check expansion valves
- Check crankcase heater
- Check refrigerant charge, check for visible refrigerant and oil leaks
- Check oil level and condition, if applicable
- Test compressor efficiency
- Log compressor discharge pressure
- Log compressor suction pressure
- Log motor operating amperage
- Check temperature differential, evaporator
- Check/clean condensate drains
- Check damper operation
- Adjust damper linkage
- Check fan condition
- Check fan for proper rotation and clearance
- Check motor, starter coils, contacts and connections, tighten as necessary
- Lubricate bearings, as required
- Examine motor mounts

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

Location 2:
Sheriff's Office/Jail, Walk-In/Freezer, 929 Bridge St., Colusa
$1,232 plus applicable taxes ($308/quarter)
Four maintenance visits per year – billed quarterly

Bohn HeatCraft Models BHT008X6B & BHT025L6B

- Check temperature range for walk-in
- Check temperature range for freezer
- Inspect door alignment, hinges and gaskets for wear and tear
- Lubricate door hinges
- Inspect and clean condensate pans/condensate line and ensure proper drainage and no leaks
- Measure and record operating voltage and amperage
- Clean condenser coils and fan blades
- Inspect all electrical connections and tighten as needed
- Check de-frost for operation
- Ensure condenser suction line piping is properly insulated

HVAC & Other Systems:

Location 2:
Sheriff's Office/Jail, 929 Bridge St., Colusa
$6,515 plus applicable taxes ($1,628.75/quarter)
Four maintenance visits per year – Billed quarterly

Ten (10) package units and one (1) mini-split

Model Numbers:

1. AC1: Lennox-LGH360H4VH1Y
2. AC2: Lennox-LGH180U4MS1Y
3. AC3: Trane-4YCY4048B3096AA
4. AC4: Trane-4YCY5024A1060AB
5. AC5: Trane-4YCY4036B3075AA
6. AC6: Trane-YSC120F3RLAWK7
7. AC7: Trane-YHC074F3RLA0AK7
8. AC8: Trane-YSC060G3RLA01K
9. AC9: Trane-4WCT5036A1000AB
10. AC10: Trane-4YCY4036B3075AA
11. Mini-Split: Mitsubishi-PUY-A30NHA4

- Water Pre-Cooler pads cleaned and inspected quarterly and replaced every two years
- Filters to be changed quarterly with extended surface filters
- Condenser coils will be power washed during spring start up service

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

This facility uses the Pelican system so Bidder must to be familiar with this programming.

Hot Water Heaters
Two (2) AO SMITH MODEL BTC-305-960

- Observe combustion and flame quality
- Inspect orifices, passages and nozzles
- Visually inspect refractory
- Check igniter operation
- Check condition and operation of all controls including, but not limited to: operating control, high temperature/pressure safety limit, flame failure safety, high/low gas pressure and cut-off on gas burners
- Check sight glass level and adjust on expansion tanks
- Check strainers
- Inspect flue pipe for soot and corrosion.

Fan/Coil Units

- Lubricate fan and motor bearings, as necessary
- Examine motor mounts
- Check coil for leaks and general condition.
- Evaporator coil cleaning, must be pre-approved by County.
- Check for adequate temperature drop across the coil
- Inspect condensate drains
- Inspect motor starter to include coils, contacts and connections, tighten as necessary

Condensing Units (Air Cooled)

- Check fan for proper rotation and balance
- Visually inspect fan for alignment and balance
- Check fan blades and clean dirt accumulation
- Check for condition of drive belts and adjust if necessary
- Check coil condition for damage or obstruction
- Inspect for visible refrigerant or oil leaks
- Clean coils with non-acid, biodegradable foam cleaner during the spring start up service
- Lubricate motor bearing, if applicable
- Inspect motor starter coils, contacts and connections, tighten as needed.

Unit Heaters/Make-Up Air Unit

- Clean dirt accumulation
- Check controls
- Check belts
- Check drive condition
- Check fan condition and operation
- Check for proper fan rotation

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

- Visually inspect alignment and balance
- Check motor operating amperage
- Check flame quality
- Check orifices and nozzles
- Check fuel/air ratio
- Inspect pilot and safeties
- Lubricate as required

Filters

- Replace filters, as needed.
- Check filter frames and filter housing for "by-pass"

Controls

- Check and lubricate all damper motors for proper operations
- Check electrical contact points on all air conditioning equipment

Ventilation Equipment (Exhaust Fans)

- Inspect rain shield and belt guards
- Check mounts for security
- Check for proper fan rotation
- Check fan for unusual vibration
- Inspect bearings for wear
- Lubricate as needed
- Check pulley for proper alignment
- Check pulley for internal wear and condition
- Check belts, check rotation
- Check motor for unusual vibration
- Check motor insulation resistance
- Lubricate motor bearings
- Inspect motor starter coils and contacts, tighten as required
- Check current and voltage

Sump Pumps

- Check operation of float valve
- Lubricate float balls and rods, as needed
- Check primary and secondary pump operation

Swamp Cooler

- Check motors for proper operation
- Check float valve assemble
- Drain sump and clean basin bi-annually during the season start up

Miscellaneous

- Check condensate pumps
- Drain sediments from domestic hot water heater one time per year
- Check water pressure regulators, as necessary

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

- Keep Equipment Rooms Broom Clean

Location 4:
Behavioral Health Building, 162 E. Carson St., Colusa
$5,735 plus applicable taxes ($1,433.75/quarter)
Four maintenance visits per year – Billed quarterly

Sixteen (16) Carrier package units
Model Numbers:

1. AC1: 48FCDM07A2A5AOAOAO
2. AC2: 48GCLM06A2A5AOAOAO
3. AC3: 48GCLMO6A2A5AOAOAO
4. AC4: 48VLNC3606050
5. AC5: 48GCLM06A2A5AOAOAO
6. AC6: 48VLNE2404030TP
7. AC7: 48VLNC4206050
8. AC8: 48GCLMO6A2A5AOAOAO
9. AC9: 48VLNE2404030TP
10. AC10: 48GCLM05A2A5AOAOAO
11. AC11: 48VLNC4206050
12. AC12: 48GCLMO6A2A5AOAOAO
13. AC13: 48FCDMO7A2A5AOAOAO
14. AC14: 48FCDMO7A2A5AOAOAO
15. AC15: 48VLNE2404030TP
16. AC16: 48VLNC3606050

This facility uses the Pelican system so Bidder must to be familiar with this programming.

See HVAC Package Units and Mini Splits: pages 12-13

Location 5:
Historic Courthouse, 547 Market St., Colusa
$13,185 plus applicable taxes ($3,296.25/quarter)
Four maintenance visits per year – billed quarterly

1. MAIN: HVAC Mitsubishi System includes 28 Mitsubishi fan coil units, 4 Mitsubishi condensing units and 2 exhaust fans (Contractor must know how to work on Mitsubishi Citi Multi-Unit with VRF)

2. JUDGE'S CHAMBERS: 1 Mitsubishi mini split-MUZWR24NA

3. JURY ROOM: 1 Mitsubishi mini-split-PUZ-A36NHA2

4. COURTROOM: 2 Trane package units-YSC120H3RLAO407 and 4A7A4060L1000BA

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

5. PAYROLL: 1 Fujitsu mini-split-AUOG15LZAS1

6. AUDITOR'S OFFICE: 2 Trane package units-YSC036G3RLB04

7. BOARD CHAMBERS: 1 Trane package unit-YSC036G3RLB04

8. IT: 1 Bryant package unit-577CPWC36060NA

See HVAC Package Units and Mini Splits: pages 12-13

Location 6:
Annex Building, 532 Oak St., Colusa
$2,665 plus applicable taxes ($666.25/quarter)
Four maintenance visits per year – billed quarterly

1. One (1): Mitsubishi Mini-Split-MUZ-D36NA (IT Room)
2. One (1): Payne 2.5 ton package-PY4GNAB30060NATP
3. One (1): Carrier 60 ton boxcar unit-48P3D060510002B28R
4. One (1): Hamilton V-tube Boiler-HDD-00600

- Filters are to be changed quarterly with extended surface filters
- Belts to be changed one time per year
- Nitrite to be provided one time per year on boiler loop
- Condenser coils to be power washed during spring start up service

Location 7:
Migrant Housing Center, 400 Theatre Rd., Williams
$8,100 plus applicable taxes.
One maintenance visit per year at the end of November or beginning of December.

1. One hundred (100) Mini Splits: Mitsubishi Model No. MUZ-WR24NA (outdoor unit); MSZ-WR18NA (Indoor Unit)
2. Four (4): Roof top packages:
    a. Caretaker Residence #1: Model No. 48GS-030040301
    b. Caretaker Residence #2: Model No. 48GS-030040301
    c. Office Building: Model No. 48GS-030040301
    d. Laundry Room: Carrier Model No. 50VTC603TP

- Remove, clean and reinstall air filters.
- Clean outdoor coils.
- Check and tighten all electrical connections.
- Check voltage and amp draw at all motors.
- Check refrigerant levels/temperature differentials.
- Check thermostat and/or temperature controls.
- Check overall condition and operation of equipment.

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

8. "As Needed" Service Calls/Repairs for County Buildings (Time & Materials)

- As Needed work will be billed at $155.00/per hour.
- Truck Charge/Service Call will be billed at $85/per trip.
- A written quote will be provided for all repairs. The County will provide written approval before any work takes place.

Instructions for all HVAC Package Units and Mini Splits:

- Check condenser and evaporator coil condition
- Evaporator coil cleaning, must be pre-approved by County.
- Clean condenser coils with non-acid, biodegradable foam cleaner during the spring start up service
- Check control set points
- Check and calibrate safeties
- Check expansion valves
- Check reversing valve (heat pumps)
- Check crankcase heater
- Check refrigerant charge - check for visible refrigerant and oil leaks
- Check oil level and condition, if applicable
- Test compressor efficiency
- Check temperature differential, evaporator
- Check condensate drains
- Check damper operation
- Adjust damper linkage
- Check fan condition
- Check fan for proper rotation and clearance
- Check motor starter coils, contacts and connections. Tighten as necessary.
- Check flame quality at burner section
- Check orifices and nozzles
- Adjust fuel air rations
- Lubricate bearings, as required
- Examine motor mounts
- Check refrigerant circuit for leaks or damage
- Check moisture indicator for moisture in the system
- Check refrigerant safety controls for proper function
- Lubricate fan and motor bearings, as necessary
- Check general condition of coil
- Check coil for leaks
- Check for adequate temperature drop across the coil
- Inspect condensate drains
- Check fan for proper rotation and balance
- Check for condition of drive belts and adjust if necessary

- Check coil condition for damage or obstruction
- Clean coils with non-acid, biodegradable foam cleaner during the spring start up service
- Lubricate motor bearing, if applicable
- Inspect motor starter coils, contacts and connections, tighten as needed

Attachment: County Services Agreement_HVAC Maintenance [Revision 1] (10042 : Approve contract with Mesa Energy Systems, dba EMCOR

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Re-approve Contract No. C24-155 (No. 24-5014) with California Department of Social Services for services associated with the Resource Family Approval program for complaint investigations, effective July 1, 2024.**

Re-approve Contract No. **C24-155 (No. 24-5014) with California Department of Social Services** for services associated with the Resource Family Approval program for complaint investigations, effective July 1, 2024.

Detailed Description/Background of request

When Standard Agreement (No. 24-5014) was approved at the last meeting (8-20-24) the wrong Standard Agreement was attached to the item. The Clerk is requesting the Board to re-approve Standard Agreement No. C24-155 with the California Department of Social Services.

The California Department of Social Services (CDSS) established the home environment assessment and permanency assessment standards for applicants seeking placement of foster youth through the RFA program. Each county operates its own RFA program. To avoid a conflict of interest, counties may contract with the California Department of Social Services to provide complaint investigation of allegations levied against these licensed homes.

The Agreement is for the term July 1, 2024 through June 30, 2026.

Prior Board Action

August 20, 2024 approved standard agreement with the incorrect agreement was attached.

Fiscal Impact/Funding Source

Budgeted 005-811-53180. DHHS received an allocation for this program from the California Department of Social Services. There is no impact to the General Fund.

Action for the Clerk

Use Agreement number C24-155, obtain signatures and return the form STD 213A and supporting document in a form of a board resolution, order, motion, or ordinance via email to Salman Amin at Salman.Amin@dss.ca.gov. Please copy Donna Dennis and Kirill Obraztsov in the correspondence with CDSS.

ATTACHMENTS:

- STD 213A_CDSS Standard Agreement 24-5014 (PDF)
- Attachments_CDSS (PDF)

SCO ID: 5180-245014

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-5014	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Colusa County, Department of Health and Human Services

CONTRACTOR NAME
California Department of Social Services

2. The term of this Agreement is:

START DATE
July 1, 2024

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
$38,698.00 Thirty Eight Thousand Six Hundred Ninety Eight Dollars and 00/100

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A - Attachment 1	General Terms and Conditions	7
Exhibit A - Attachment 2	Information Security Requirements	2
+ - Exhibit A - Attachment 3	State of California Public Liability and Workers Compensation Insurance July 1, 2023 / June 30, 2024	1
+ - Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage July 1, 2023 / June 30, 2024	1
+ - Exhibit B	Budget Detail and Payment Provisions	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
California Department of Social Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
744 P Street, MS 9-6-747	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Marvel Alder	SSM I, Non-IT Contracts
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: STD 213A_CDSS Standard Agreement 24-5014 (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

SCO ID: 5180-245014

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-5014	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
County of Colusa			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
251 E. Webster Street	Colusa	CA	95932
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Attachment: STD 213A_CDSS Standard Agreement 24-5014 (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Colusa, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of Complaint investigation services. Hereinafter, the County and the CDSS may be referred to collectively as the "Parties," or individually as a "Party."

A. Background

The Resource Family Approval (RFA) program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and non-relative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings, and, decrease the length of time for each child to obtain permanency. Pursuant to Government Code (GC) section 30029.7, subdivision (a)(3), the County and the CDSS may enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and non-minor dependents who reside or may reside in a Resource Family (RF) home.

In this Agreement, the CDSS Community Care Licensing Division (CCLD) shall only accept County Complaint Investigation referrals for approved RF homes from July 1, 2024, through June 30, 2025. Beginning July 1, 2025, through June 30, 2026, the CDSS CCLD shall complete all open Complaint investigations in accordance with the terms in this Agreement.

B. Definitions

1. "County" means the largest political division of the State having corporate powers, exercised through its Board of Supervisors or through agents and officers acting under the authority of the board or authority conferred by law pursuant to GC section 23000 et seq. Additionally, "County" includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions (WIC) Code section 16519.5 et seq.

2. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by the CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or non-relative extended family member approval and the adoption home study.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT A
(Standard Agreement)

3. "Written Directives" (WDs)[1] means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program (WDs Section 3-01). The WDs have the same force and effect as regulations; ensure that a County uses the same standards for RFA; and ensure that a County does not implement policies or procedures that conflict with or attempt to supersede the WDs (WDs Section 2-01.).[1]

C. The CDSS Responsibilities

1. Complaint Investigations

   a. The CDSS CCLD shall investigate on behalf of the County all Complaint allegations made against RFs in accordance with the terms of this Agreement.

   b. In conducting Complaint investigations, the CDSS CCLD Regional Office shall adhere to the requirements specified in RFA WDs Sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

2. Complaint Assignment

   a. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each RF Complaint investigation.

   b. Upon receipt of the referral of the complaint, the CCLD Regional Office shall immediately assign the complaint to staff for investigation.

   c. Upon assignment, the assigned CCLD Regional Office staff shall contact custodian of the RF file and undertake a process to secure access to the RF file or a copy of the file.

   d. The CCLD Regional Office staff shall have access to the RFs file or to be provided a copy, upon request. If a copy shall be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

3. File Review and Initial Complaint Investigation

   a. Upon receipt of a copy of the RFs file or access to the file, the CCLD Regional Office staff shall undertake the following:

[1] Version 8 of the Written Directives was used to create this agreement. The Written Directives may be revised by the CDSS during the term of this Agreement and shall be in effect from the date of revision.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT A
(Standard Agreement)

(1) Review the file for any conflicts of interest in order to comply with the conflict-of-interest provisions in RFA WDs Section 9-06A(o) and (p).
If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to their supervisor, who may transfer responsibility for the Complaint investigation to another staff member.

(2) Review the RFs file and any related licensing files.

(3) Confirm whether any adverse action against the RF is currently in process by the CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of the CDSS.

(4) The additional documentation of any adverse actions shall be reviewed and made a Part of the Complaint investigation file.

4. Initial Investigation Activities

a. The CCLD Regional Office staff shall interview the complainant, if known.

b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the Complaint investigation remains open.

c. Any documentation received during the Complaint investigation shall be made a part of the Complaint investigation file.

d. In the case of an Indian child, the CCLD Regional Office staff conducting the Complaint investigation shall contact the Tribe to collaborate and participate in all aspects of the initi investigation activities listed in this Scope of Work on page 3, Section C4 (a-c), or if the tri representative is unable to attend in person, through telephonic or video conference.

5. The Initial ten (10) Day Visit to the Resource Family Home

a. The CCLD Regional Office staff shall conduct an unannounced visit to the RFs home within ten (10) calendar days of receipt of the Complaint referral, except as specified in RFA WDs Section 9-06A (j), (k), and (o).

b. In the case of an Indian child, the CCLD Regional Office staff conducting the Complaint investigation shall contact the Tribe to collaborate and participate in all aspects of the investigation, or if the tribal representative is unable to attend in person, through telephonic or video conference.

(1) The CCLD Regional Office staff shall collaborate with the tribal representative to find mutually agreeable dates and times to schedule any in-person assessments of the home or family, or if the tribal representative is unable

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT A
(Standard Agreement)

to be present face-to-face, arranging a telephonic or video conference with the tribal representative.

(2) The CCLD Regional Office staff shall document all contacts and attempted contacts with the Tribe including the dates, method of contact, and the name of the representative who was contacted.

(3) If the tribal representative or social worker is unable to participate, the CCLD Regional Office staff shall document the invitation, the reason the tribal representative was unable to participate, if known, and proceed with the Complaint investigation.

c. The initial ten (10) day visit shall be fully documented in the CCLD Complaint Investigatio file.

6. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

7. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response

8. Further Investigation Required

The CCLD Regional Office staff shall notify the County if the Complaint investigation cannot be completed within ninety (90) days after the initial ten (10) day visit because further investigation is required.

9. Complaint Investigation Report

a. The CCLD Regional Office staff shall prepare a written Complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.

b. The CCLD Regional Office staff shall forward the written Complaint investigation report to the County and the tribal representative upon completion.

c. If the County or the Tribe disagrees with the CCLD Regional Office Complaint Investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT A
(Standard Agreement)

10. Notification to Resource Family and Complainant

a. Upon receipt of the Complaint investigation report, the County shall deliver a copy of the Complaint investigation report to the RF.

b. Upon request by the County, the CCLD Regional Office staff responsible for the Complaint investigation report shall provide technical assistance.

c. The County shall notify the complainant, if known, of the findings of the complaint investigation.

11. Records

a. Absent threatened or pending litigation or other good cause identified by the CDSS, records related to the Complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for two (2) years following the expiration or termination of this Agreement or two (2) years following the end date of the provision of the Complaint investigation services, whichever first occurs. Thereafter, the records for the Complaint investigations specified in this Agreement shall be delivered to the County.

b. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any Complaint investigation file created pursuant to this Agreement.

12. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of Complaint investigations open longer than ninety (90) days and subject to further investigation.

D. County Responsibilities

1. Complaint Referral to the CCLD

a. After the preliminary review specified in RFA WDs Section 9-06A(c), the County shall refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the Complaint as specified in RFA WDs Section 4-03(e).

b. The referral must be in writing and include the physical address location of the County's file for the RF, the contact information of the custodian of the RFs file, the contact information of the complainant, whether the RF has placement of an Indian child, and detailed information regarding the Complaint allegation.

c. In the case of an Indian child, the County shall notify the tribal representative(s) of the Complaint referral to the CCLD. Provide the tribal representative(s) contact information in the

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT A
(Standard Agreement)

Complaint referral to the CCLD.

2. Follow-Up

a. For substantiated findings, the County RFA staff shall develop a Corrective Action Plan (CAP) for the RF to correct identified deficiencies or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified int the RFA WDs.

b. In the case where an Indian child is placed in the home, the County shall invite the Indian child's Tribe to collaborate and participate in the development of any CAP, if one is needed.

(1) Collaboration with an Indian child's Tribe includes but is not limited to, asking the tribal representative for mutually agreeable dates and times to schedule a joint visit to conduct all interviews, or if the tribal representative is unable to be present face-to-face, arranging a telephonic or video conference with the tribal representative.

(2) If the tribal representative is unable to participate, the County shall document the invitation and the reason the tribal representative was unable to participate, if known, and proceed with the development of the CAP.

(3) The County shall inform the tribal representative, verbally or in writing, of the outcomes of any interview or meeting the tribal representative was unable to participate.

(4) The County shall provide a copy of the CAP to the tribal representative and make efforts to obtain a signature from the Social Services Director or designee of the tribe acknowledging receipt.

(a) If after seven days no signature from the Tribe's Social Service Director or designee can be obtained, receipt of the CAP can be verified electronically or by certified mail.

(b) The RFA program staff shall document the attempts to obtain the signature in the signature space.

3. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs Section 4-04 and 9-06C, or as required by this Agreement.

E. Joint Responsibilities

The CDSS and County agree to coordinate efforts in the following areas:

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT A
(Standard Agreement)

1. As necessary, exchange information about each RF Complaint investigation and keep each Party informed of general progress in the Complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (concerns, post complaint events, or adverse actions) relevant to the Complaint Investigation.

2. As needed, communicate the general progress in the Complaint investigation that may affect the work provided by each Party, including potential inability to complete the Complaint investigation.

3. Establish mutually agreed upon timelines for providing requested information or Responses for actions not specified in the RFA WDs or applicable law.

4. Provide other appropriate and necessary coordination as needed.

F. Project Representative for the CDSS:

Name: Christina DeSmet
Title: RFA Policy Analyst
Address: 744 P Street, MS 8-13-552
Sacramento, CA 95814
Phone: (916) 651-9437
Email: Christina.DeSmet@dss.ca.gov

Project Representative for the County:

Name: Donna Dennis
Title: Program Manager II
Address: 251 E. Webster Street,
Colusa, CA 95932
Phone: (530) 458-0290
Email: Donna.Dennis@countyofcolusa.com

Changes to the Project Representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

GENERAL TERMS AND CONDITIONS

A. Term

The term of this Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2026 (the "Initial Term").

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).

2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. "Cause" shall mean a failure to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. In addition, if either Party defaults under this agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days' advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).

3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.

4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

GENERAL TERMS AND CONDITIONS

act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this Agreement. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.

2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.

3. The Party failing to meet the timelines in this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, section 1090 et seq. and sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

GENERAL TERMS AND CONDITIONS

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.

2. In the provision of services each Party shall be responsible for the actions of its employees, directors, or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.

3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the WDs, applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement. Any change to the WDs shall not require written amendment to this Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this agreement shall be held jointly and severally liable under this agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page , in Section F.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

GENERAL TERMS AND CONDITIONS

L. Waiver

1. Any waiver shall be memorialized in writing and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.

2. The failure of either Party to enforce any right or provision of this Agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice shall be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.

2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid.

3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified as specified in the SOW, section F, on page 7 provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

GENERAL TERMS AND CONDITIONS

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

S. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

T. Information Subject to a Business Associate Agreement

Where applicable, the Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

U. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its legal counsel for direction.

V. Indemnification

1. Claims Arising from Acts or Omissions of the County

   The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

GENERAL TERMS AND CONDITIONS

any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from the CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate.

W. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by all Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

X. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Y. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this agreement by the CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of the CDSS' self- insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by the CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

GENERAL TERMS AND CONDITIONS

Z. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors, or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

AA. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

BB. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

CC. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

Information Security Requirements

I. Information Security Incidents and/or Breaches

A. Discovery and Notification of Incidents and/or Breaches. The CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. The CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. The CDSS shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment.

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Isolation of System or Device. A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from the CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.

C. Investigation of Incidents and/or Breaches. The CDSS shall promptly investigate such Incidents and/or Breaches.

D. Updates on Investigation. The CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

Information Security Requirements

E. Written Report. The CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent the CDSS has such information, the report shall include but not be limited to the following:

1. The CDSS point of contact information;

2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;

4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;

5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;

6. A description of the probable causes of the improper use or disclosure;

7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. Notification of Individuals. The CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. The CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner, and content of any such notifications, and such approval shall not be unreasonably withheld.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov. Code section 900, et. seq.) P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. File Government Claim for Eligible Compensation

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.). Report Vehicle Accident Involving State Employees

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Devon Lima-Mitchell, *Insurance Analyst*
Office of Risk & Insurance Management
California Department of General Services
devon.limamitchell@dgs.ca.gov

Non-Auto Claims: Government Claims Program | Tel 800.955.0045 | gcinfo@dgs.ca.gov
Auto Claims: Motor Vehicle Liability Self-Insurance Program | Tel 800.900.3634 | claims@dgs.ca.gov
Self-insurance Letter Requests: riskmanagement@dgs.ca.gov

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2024 / JUNE 30, 2025

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self- insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.
Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Devon Lima-Mitchell | *Insurance Analyst*
Office of Risk and Insurance Management
California Department of General Services
Devon.LimaMitchell@dgs.ca.gov

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $38,698.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2024/25	$19,349.00
2025/26	$19,349.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County agrees to pay the CDSS for said services in accordance with the rates specified below:

.

Invoicing for Complaint Investigations

(1) If Complaint Investigations were identified in Exhibit A as part of this Agreement, the CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint investigations were completed. The quarterly invoices shall include, for each completed Complaint investigation, the non-federal cost-per-case rate.

(2) The CDSS shall track each Complaint investigation and invoice for the non-federal cost $1,759.00.[1] The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each Fiscal Year shall be subject to change based on the applicable federal discount rate for that year.

(3) The County shall pay the CDSS quarterly. For payment, the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its LRF for subsequent payment(s).

(4) If it is determined by the CDSS that the average Complaint investigation greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to the CDSS may be increased for the next Fiscal Year(s).

[1] The estimated cost to complete each Complaint Investigation is $2,393.00. The federal funds share is $634.00.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT B
(Standard Agreement)

(5) If the Exhibit A identifies that the CDSS shall provide only a portion of the County's Complaint investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(2), above.

3. The County shall be responsible for payment of the contracted services and activities provided by the CDSS in accordance with rates above from the following sources and in the following order:

   * General Fund Resource Family Approval allocation (if such exists in the State Budget);
   * the County's 2011 Realignment LRF; and
   * other County funds.

4. Cost Increase

   During the term of this Agreement, and as the Budget Act allows, the CDSS and the County may approve increases in the service levels for each of the services provided by the CDSS and increase the amount that the County shall pay the CDSS from the County's General Fund RFA allocation and the LRF.

5. Invoices shall include the Agreement No. 24-5014 and Reporting Structure 51802552 and shall be submitted in triplicate or as otherwise requested by the County not more frequently than quarterly in arrears to:

   County of Colusa
   Address: 251 E. Webster Street,
   Colusa, CA 95932
   Attn: Donna Dennis

6. Should the County receive services in excess of $750,000 in federal assistance, invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

   Any invoices submitted without the above referenced information may be returned to the CDSS for reprocessing.

7. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with the CDSS.

8. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

EXHIBIT B
(Standard Agreement)

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. The CDSS, at its option, may terminate this Agreement upon 30-day's notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

Attachment: Attachments_CDSS (10059 : Re-approve Standard Agreement with CDSS for complaint investigations)

COUNTY OF COLUSA, CA **2.20**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Treasurer**
FROM:	**Cindy Dillard**
SUBJECT:	**Accept August 2024 Treasury Monthly Investment Report as presented.**

Accept August 2024 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_24 Treasury Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF 08.30.24
DATE: 09 17.24

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CB2									-			
574348CC0												
574348CD8	11/12/20	701,604.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	681,331.00			
797299LXO	10/28/20	647,496.60	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	608,013.60			
260888AD4	02/23/21	400,802.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	375,640.00			
130179KW3	02/05/21	836,208.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	774,056.00			
899141BB0	02/05/21	661,901.77	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	608,844.35			
260888AE2	02/23/21	602,847.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	552,564.00			
971252AB7		-			-	-			-			
971252AD3												
971252AH4	05/27/21	186,215.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	168,942.00			
971252AK7	05/27/21	267,390.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	235,264.35			
971252AL5	05/27/21	570,853.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	493,900.40			
797679CF2	11/24/21	260,693.72	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	242,629.40			
797669ZR2	11/24/21	3,128,485.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,746,972.25			
6723225N45	11/23/21	1,273,804.45	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,170,757.50			
38122NB35	11/12/21	12,199,113.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,905,240.00			
79739GPE0	12/09/21	712,148.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	616,875.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	481,892.25			
13048VZT8	01/05/22	503,809.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	453,845.00			
13048VZU5	01/05/22	395,660.65	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	354,698.15			
055022AK3	01/27/22	1,162,697.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,040,865.00			
79770GJG2	12/15/21	2,035,448.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,799,920.00			
79739GPM2	12/09/21	252,837.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	223,602.50			
854434AH0	11/12/21	542,886.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	477,583.80			
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	1,751,340.00			
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	868,630.00			
Municipal Total		**30,743,457.87**			**31,100,280.70**	**30,370,000.00**	**30,370,000.00**		**27,633,406.55**			**17.6%**
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	5,445,051.75			
3134GX2X1*	09/30/22	4,996,250.00	5.00%	5.017%	4,996,250.00	5,000,000.00	5,000,000.00	09/30/27	4,995,300.00			
3130AYYX8*											C 08.15.24	
31304H1JY0*											C 05.22.24	
3130AVHN5*											C 01.26.24	
3030AVLH3*											C 08.26.24	
3130AT3P0*	09/28/22	3,499,650.00	5.00%	5.002%	3,499,650.00	3,500,000.00	3,500,000.00	09/14/27	3,495,030.00			
3130AUTV6*											C 08.26.24	
3133ENR77*	10/12/22	5,000,000.00	4.92%	4.920%	5,000,000.00	5,000,000.00	5,000,000.00	01/12/26	4,993,600.00			
3134GY5Y4*	12/09/22	5,000,000.00	5.25%	5.250%	5,000,000.00	5,000,000.00	5,000,000.00	12/09/24	5,000,100.00			
3130AU4T8*	12/30/22	5,000,000.00	5.58%	5.580%	5,000,000.00	5,000,000.00	5,000,000.00	06/30/27	5,000,750.00			
3133EN6H8*	01/18/23	5,000,000.00	5.40%	5.400%	5,000,000.00	5,000,000.00	5,000,000.00	01/18/28	4,999,750.00			
3134GYE32*	01/30/23	5,000,000.00	5.28%	5.280%	5,000,000.00	5,000,000.00	5,000,000.00	01/27/28	4,993,950.00			
3134GYCA8*	01/10/23	4,999,500.00	5.20%	5.200%	4,999,500.00	5,000,000.00	5,000,000.00	01/10/25	4,997,200.00			
3130B04D8*											C 06.28.24	
3130AXFG8*											C 01.19.24	
3134H1GG2*											C 01.26.24	
3130AXX60*											C 01.12.24	
3130AY2J4*											C 01.18.24	
3134H1J46*											C 08.14.24	
3133EPP90*											C 08.14.24	
3134H1RW5*	02/07/24	5,000,000.00	5.70%	5.700%	5,000,000.00	5,000,000.00	5,000,000.00	02/07/29	5,000,650.00			
3134H1QM8*	01/26/24	9,000,000.00	5.70%	5.700%	9,000,000.00	9,000,000.00	9,000,000.00	01/26/29	8,995,770.00			
3130B0TD1*											C 08.19.24	
3134GX3R3*	10/18/22	2,700,000.00	5.00%	5.000%	2,700,000.00	2,700,000.00	2,700,000.00	04/17/25	2,696,652.00			
3130B1K63*	06/25/24	5,000,000.00	6.00%	6.000%	5,000,000.00	5,000,000.00	5,000,000.00	06/11/29	4,999,750.00			
3134H1798*	06/27/24	5,000,000.00	5.75%	5.750%	5,000,000.00	5,000,000.00	5,000,000.00	06/27/29	4,994,950.00			
Treasury/Agency Total		**70,670,400.00**			**70,670,400.00**	**70,675,000.00**	**70,675,000.00**		**70,608,503.75**			**40.5%**
	Grand Total	**$ 101,413,857.87**			**101,770,680.70**	**101,045,000.00**	**101,045,000.00**		**98,241,910.30**		Unrealized	
	Interest Liability	-								(3,171,947.57)	Gain/Loss	
	NET BOOK	**101,413,857.87**										

CALIFORNIA ASSET MANAGEMENT PROGRAM **40.5%**

		7 Day Avg
COUNTY	$70,714,793.69	5.42%
COP Project Fund*	$10,574,993.23	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	70,638.77	4.55%	4.60%	
REC DIST 108	69,150.81	4.55%	4.60%	
REC DIST 1004	-	4.55%	4.60%	
COUNTY	192.51	4.55%	4.60%	
CCOE	134.37	4.55%	4.60%	
TOTAL LAIF	140,116.46			0.1%
CASH	2,219,461.09			1.3%
TOTAL LIQUID	73,074,371.24		41.88% Liquidity	
GRAND TOTAL	**$ 174,488,229.11**			100.0%

INTEREST RECEIVED

July-Aug 2024	2,266,349.72	8/30/2024	Est. 5.00%
Apr-May-June 2024	1,868,644.08	6/30/2024	Est. 5.00%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	Est. 5.00%
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%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	12/30/2021	0.24%
July-Aug-Sept 2021	94,563.39	9/30/2021	0.33%

Note 1: US Wealth Management did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 41.83%
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.

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: 08_24 Treasury Report (9580 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Amend the September 3, 2024, approval of the .8 FTE (Full-Time Equivalent) allocation for the classification of Library Assistant I MSC09 ($2,588-4,253) and Position Allocation Schedule for the Library as follows: Change a .50 FTE to an .80 FTE allocation, delete two permanent part-time allocations (.4267 and .5067 FTE), change a .40 FTE allocation to 0.2666 FTE, effective September 1, 2024.**

Amend the September 3, 2024, approval of the .8 FTE (Full-Time Equivalent) allocation for the classification of Library Assistant I MSC09 ($2,588-4,253) and Position Allocation Schedule for the Library as follows: Change a .50 FTE to an .80 FTE allocation, delete two permanent part-time allocations (.4267 and .5067 FTE), change a .40 FTE allocation to 0.2666 FTE, effective September 1, 2024.

Detailed Description/Background of request

To maximize efficiency and optimize staffing, the Library Director requested that a new permanent .80 FTE Library Assistant I position be created to cover the Princeton and Maxwell branch libraries as the Northside Library Assistant I, which the Board approved at the last meeting on September 3, 2024. With the creation of this position, two vacant part-time positions (0.4267 and 0.5067 FTE) would be eliminated and a .50 FTE position would be converted to a .80 FTE.

In conjunction with these changes, the Library Director is also reducing a .40 FTE to a .27 FTE.

The original request on September 3, 2024 only outlined the two vacant part-time positions (0.4267 and 0.5067 FTE) would be eliminated and failed to mention a .50 FTE conversion to the .80 FTE, as well as a .40 FTE to a .27 FTE conversion, which were part of the bottom line, equating to the stated decrease in the Library's 24-25 budget of $21,393.

The Colusa County Employees' Association was given an opportunity to review and comment on the proposed allocation recommendations and concur with the changes.

Prior Board Action

None.

Fiscal Impact/Funding Source
None. The annual estimated decrease in the Library's 24-25 budget of $21,393 the Board approved on September 3, 2024, is correct (only the allocations need to be amended).

Action for the Clerk
None.

ATTACHMENTS:

- Staff Report 1.0 v .8 FTE Library Assistant Allocation 09032024 (PDF)

COUNTY OF COLUSA, CA 4.1

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Approve Permanent Full-Time .8 (80%) Library Assistant I

Approve addition of a .8 FTE (full-time equivalent) allocation for the classification of Library Assistant I MSC09 ($2,588-4,253), and delete two permanent part-time allocations (.42667 and .5067 FTE), effective September 1, 2024, and amend the position allocation schedule for same.

Detailed Description/Background of request

With the recent retirement of longtime Princeton branch library assistant Mary Beth Massa and several other ongoing permanent part-time vacancies, the Colusa County Free Library staff are working all over the system in order to maintain optimal service. Both the Library Director and Fiscal Analyst are covering branch libraries during the staff shortage. While this has been a strenuous time for current staff, it also offers an opportunity to adjust staffing to better align with the County's ongoing retention goals.

Since the end of the pandemic, the library system as a whole has been operating at capacity to meet the needs of their patrons and community, and the demand for services exceeds current staffing levels. To maximize efficiency and optimize staffing, the Library Director is requesting that a new permanent .80 FTE Library Assistant I position be created. This position will cover the Princeton and Maxwell branch libraries as the Northside Library Assistant I. In conjunction with this, two vacant part-time positions (0.42667 and 0.5067 FTE) would be eliminated.

Key responsibilities will include:

- Operating the Maxwell and Princeton branch libraries to serve those communities.
- Providing front-line customer service by assisting patrons at the circulation desks.
- Accessing library systems platforms, including but not limited to SIERRA and ePlatforms.
- Providing assistance for Library projects such as weeding, shifting, shelving, and moving various collections.

Attachment: Staff Report 1.0 v .8 FTE Library Assistant Allocation 09032024 (10055 : Amend the September 3, 2024 Approval of the Permanent

- Advertising and conducting in-branch programming for children and adults.
- Maintaining communication with the Library Director and main branch staff to ensure clean and safe environments, collections and programs pertinent to the local community, and any other needs identified while working in the satellite branches.

In addition to adjusting the level of work to match an increased level of patronage county-wide, this position will also lay a solid foundation for library staffing over the next decade. This change supports a broader plan to identify and delineate staffing and job duties in a way that allows the library to ultimately be more flexible during times of understaffing, budgetary constraints, and growing needs.

For the past 40 years, branch libraries have been staffed by extra help or permanent part-time positions ranging from 4-18 hours per week. It has become increasingly difficult to find individuals who will stay in a position long-term, with these limited hours. By creating a new permanent, 80% position, the library would broaden the pool of candidates who might envision themselves at the library for the long-run. This is beneficial for many reasons, most significantly in terms of the role that branch librarians play in the communities they serve. Through consistent service, a branch librarian gets to know their patrons and community at a deeper level, and is better able to advocate for the specific needs of each unique rural outpost.

The Colusa County Employees' Association was given an opportunity to review and comment on the proposed classification and salary range recommendations and concur with the changes.

Prior Board Action
None

Fiscal Impact/Funding Source
The fiscal impacts associated with this recommendation are a direct result of salary savings from multiple vacancies, as well as eliminating allocations for two (2) permanent part-time positions (.42667 and .5067 FTE). This will result in an annual estimated decrease in the Library's 24-25 budget of $21,393.

Action for the Clerk
None

Attachment: Staff Report 1.0 v .8 FTE Library Assistant Allocation 09032024 (10055 : Amend the September 3, 2024 Approval of the Permanent

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Dar Rhodes**
SUBJECT:	**Approve salary range adjustments for the classifications of Fiscal Administrative Officer ("FAO") effective September 1, 2024 as follows: Fiscal Admin Officer (40 Hours) from MGT51 ($5,875 - $9,648) to MGT21 ($6,239 - $10,237) and Fiscal Admin Officer (37.5 Hours) from MGT16 ($5,510 - $9,045) to MGT18 ($5,790 - $9,504).**

Approve salary range adjustments for the classifications of Fiscal Administrative Officer ("FAO") effective September 1, 2024 as follows: Fiscal Admin Officer (40 Hours) from MGT51 ($5,875 - $9,648) to MGT21 ($6,239 - $10,237) and Fiscal Admin Officer (37.5 Hours) from MGT16 ($5,510 - $9,045) to MGT18 ($5,790 - $9,504).

Detailed Description/Background of request

In August 2023, the County engaged the services of Catacutan Consulting, LLC, to assess the countywide classification and compensation structure. The assessment was completed in October 2023.

One of the Consultant's deliverables was a base salary survey of thirty (30) County job classifications to determine whether the County's benchmark classifications were meeting the County's compensation philosophy expectation to sit within 5% of market median salaries when surveyed against our nine competitor counties (the counties of Amador, Butte, Glenn, Lake, Shasta, Sutter, Tehama, Yolo, and Yuba).

To that end, there were a handful of benchmark job classifications that needed to be further assessed, to ensure market comparability. Data for one of the classifications, the Fiscal Administrative Officer ("FAO") job class (which sits in four departments including Ag, Probation, Public Works, and the Sheriff's Office) showed under market median rates of more than 10% at Steps 1, 6, and 8.

As a result, Human Resources (HR) was engaged to assist with a comp study to ensure the compensation structures for this particular class series are competitive. In an in-depth review of that classification in July 2024, it was determined that in order to ensure market median salary steps would meet the County's compensation philosophy, the FAO job classification would require an adjustment of a minimum of 5% to bring this classification to market.

Subject to the fiscal limitations of the County, generally it is the County's desire to compensate employees at a level that is within approximately 5% of the market median salary for its comparable agencies. The comp study established that the classification of Fiscal Administrative Officer is currently *below* market median by approximately 10% when compared to our nine (9) comparable counties. Thus, it was important to bring the under-market classification as close to market rate as possible. This adjustment will involve a salary increase of approximately 5.08-6.2% salary adjustment to FAO classifications (both the 37.5-hour workweek and the 40-hour workweek).

Human Resources is recommending approval. While this is a bit of fiscal crunch, each of the impacted departments has the funds to cover the increase for these positions, which should be brought up to market median to adhere to the County's comp philosophy. The goal is to retain current FAO's and to competitively recruit experienced FAO candidates to Colusa County, should there be a need in the future.

The Colusa County Management Coalition were given an opportunity to review and comment on the proposed classification and salary range recommendations and have concurred with the changes.

Prior Board Action
None

Fiscal Impact/Funding Source
The total cost of this request (including salary and benefits) is approximately $26,405 for the 24-25 Fiscal Year (Sept-June) with the Ag Department bearing $7,260 (75% Ag budget; 25% Air Pollution budget), the Probation Department bearing $5,387, the Public Works Department bearing $6,439 (Road Fund budget), and the Sheriff's Office bearing $7,319 of that total adjustment.

The departments plan to cover the increased cost through salary savings resulting from vacancies throughout the departments.

Action for the Clerk
None

ATTACHMENTS:

- Fiscal Admin Officer (XLSX)

June 2024 - Dar Rhodes

Fiscal Admin Officer

Surveyed Agency	Classification Title	Monthly Base Salary Minmum	Monthly Base Salary Maximum							Monthly Total Compensation	
Colusa County	**Fiscal Administrative Officer**	**$5,875**	**$7,531**							**$7,531**	
Amador County	Fiscal Officer	$6,030	$7,330							$7,330	
Butte County	Fiscal Manager	$6,873	$9,211							$9,211	
Glenn County	Financial Management Analsyt III	$6,275	$7,625							$7,625	
Lake County	PW Fiscal Coordinator II	$5,647	$6,864							$6,864	
Shasta County	Chief Fiscal Officer	$7,118	$9,085							$9,085	2,000 Ees
Sutter County	Admin Services Officer	$6,718	$9,495							$9,495	
Tehama County	Admin Fiscal Manager	$7,060	$8,580							$8,580	
Yolo County	No Comp (despite title)										100 or more FTEs in Department
Yuba County	Admin Services Officer	$6,225	$8,093							$8,093	Ag 16 FTEs
											Prob 20 FTEs
											PW 40 FTEs
											SO 65 FTEs

Base Salary Median	**$8,337**
Base Salary Mean	**$8,285**
Percentage Above or Below Median	**-10.70%**
Percentage Above or Below Mean	**-10.02%**

Total Compensation Median	**$8,337**
Total Compensation Mean	**$8,285**
Percentage Above or Below Median	**-10.70%**
Percentage Above or Below Mean	**-10.02%**

Base Salary 45th Percentile	**$8,166**
Base Salary 55th Percentile	**$8,507**
Percentage Above or Below 45th Percentile	**-8.43%**
Percentage Above or Below 55th Percentile	**-12.96%**

Total Compensation 45th Percentile	**$8,166**
Total Compensation 55th Percentile	**$8,507**
Percentage Above or Below 45th Percentile	**-8.43%**
Percentage Above or Below 55th Percentile	**-12.96%**

Percentile of District class base salary within total labor market	**25.0%**

trict class total compensation within labor market	**25.0%**

Rank in Market	7
Number of Base Salary Matches	8

Rank in Market	7
Number of Total Compensation Matches	8

Attachment: Fiscal Admin Officer (10036 : Approve Salary Range Adjustments for the Fiscal

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Adopt the job description and salary for the NEW classification of Peer Support Supervisor at salary range MSC19 ($3,316-$5,450 per mo.), and allocate the classification to the Miscellaneous Unit. Further, amend the Behavioral Health Department's Position Allocation Schedule (Budget Number 713) by adding a Peer Support Supervisor allocation and deleting a vacant Consumer/Family Member Services Liaison allocation, effective September 1, 2024.**

Adopt the job description and salary for the NEW classification of Peer Support Supervisor at salary range MSC19 ($3,316-$5,450 per mo.), and allocate the classification to the Miscellaneous Unit. Further, amend the Behavioral Health Department's Position Allocation Schedule (Budget Number 713) by adding a Peer Support Supervisor allocation and deleting a vacant Consumer/Family Member Services Liaison allocation, effective September 1, 2024.

Detailed Description/Background of request

As part of the FY 2024-25 Budget, the Behavioral Health Services Department assessed its staffing needs and proposed the addition of a Peer Support Supervisor position, with a salary range of MSC19 ($3,316-$5,450 per month), and the elimination of a vacant Consumer/Family Member Services Liaison position, with a salary range of MSC23 ($3,665-$6,018). The Board approved this request when it approved the FY 2024-25 Recommended Budget during the June 19, 2024, Board meeting. To proceed with recruiting for the new position, it is necessary to formally adopt the job description and salary range recommendations.

The Department of Health Care Services has implemented California Advancing and Improving Medi-Cal (CalAIM) initiatives. One of these initiatives is the inclusion of Peer Support Services. Peer Support Specialists are now eligible to bill Medi-Cal for their services. However, these billings require review and approval by a supervisor. The Peer Support Supervisor will fulfill this crucial role and additionally supervise the peer support staff at the Youth Center and Adult Wellness Center, with involvement in the upcoming Mobile Crisis Team, expected to go live in FY 24/25. As a member of the Mobile Crisis Team, the Peer Support Supervisor will undergo crisis training to support the individual in crisis, and their family, from a peer's perspective. This can include providing psychoeducation about the crisis assessment, navigating the hospitalization process,

providing community resources, and sharing their lived experience with the individual/family related to their successful treatment in the behavioral health system. The Peer Support Supervisor will report to a Clinical Program Manager, who will continue to oversee the program and make programmatic decisions.

Given that only one of our nine comparable counties has a similar classification, the recommended salary range of MSC19 is aligned with the internal placement relative to the similar classification of Office Assistant Supervisor, which is 9 ranges, or approximately 22.5% higher than the Peer Support Specialist classification.

The Colusa County Employees' Association was given an opportunity to review and comment on the proposed classification and recommendation.

Prior Board Action
At the Board's June 19, 2024 meeting, the Board approved the FY 2024-25 Recommended Budget, which included adding one Peer Support Supervisor.

Fiscal Impact/Funding Source
There are no fiscal impacts associated with this recommendation, the costs were estimated for the budget and approved as part of the budget process. The annual salary-only cost at Step 5 (step used to budget for vacant positions) for a Peer Support Supervisor is $ 48,564.

Action for the Clerk
None

ATTACHMENTS:

- Peer Support Supervisor FINAL DRAFT 090124 (PDF)

COUNTY OF COLUSA

Established: 09/01/2024
Salary Range: MSC19
FLSA: Non-Exempt

PEER SUPPORT SUPERVISOR

DEFINITION

To provide supervision to the peer support staff at Behavioral Health's drop-in centers to ensure their continued professional development and upholding of highly ethical practices. Serves as a mentor, teaching Behavioral Health consumers and drop-in center members how to function more independently by finding and accessing community resources. Provides individual peer support specialist services billable to Medi-Cal, leads wellness groups, and provides goal-oriented coaching to address various life challenges.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Clinical Program Manager.

Exercises general supervision over assigned peer support staff.

EXAMPLES OF IMPORTANT RESPONSIBLITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to the following:

Oversee Peer Support Specialists at Behavioral Health's drop-in centers by providing supervision, guidance, and support to ensure success in their role.

Conduct one-on-one sessions with consumers, and/or families, and drop-in center members to provide support from a peer perspective with helpful examples of one's lived experience.

Assist consumers and drop-in center members in tracking and implementing recovery and wellness goals; offer support, encouragement and hope; model effective coping and self-help strategies.

Offer peer support services to individuals in crisis via a treatment team response.

Assist consumers and drop-in center members in a wide variety of daily living activities, such as completing applications and forms, providing transportation, and navigating support service systems.

Assist with access/linkage to community resources such as housing, transportation, education, and employment.

Attachment: Peer Support Supervisor FINAL DRAFT 090124 (10010 : New Peer Support Supervisor Classification)

Enforce drop-in center programmatic rules to ensure safety of staff and members and alignment with the drop-in center's mission statement.

Organize drop-in center events to promote mental health awareness and reduce stigma within the community.

Reduce stigma by engaging in dialogue with community members to normalize the experience of individuals living with mental health conditions and serves as role models to decrease community biases. Advocate for the underserved, marginalized, and vulnerable populations within the mental health system and community at large.

Collect necessary data for programmatic reporting and improvement.

Communicate effectively with the Clinical Program Manager (CPM) the needs, requests, strengths, and areas of improvement of the drop-in centers.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Problems, needs, attitudes and behavior patterns of the consumer population and of the total community served.

Identification of social and community resources and how to connect individuals to these resources.

Techniques for group and individual peer support and coaching.

Basic case management processes.

Supervisory and staff development techniques and practices.

Perform clerical support work with accuracy, speed, and minimal supervision.

Techniques for effectively representing the County in interactions with the general public, other agencies, community groups, and various business, professional, educational, and regulatory organizations.

Techniques for providing a high level of customer service by effectively dealing with the public, clientele, and staff.

Basic recordkeeping principles and practices, as well as ability to learn how to use an Electronic Health Records system.

Attachment: Peer Support Supervisor FINAL DRAFT 090124 (10010 : New Peer Support Supervisor Classification)

Skills in:

Establishing supportive, trusting relationship with clients/participants/families.

Interacting with people of different social, economic, and ethnic backgrounds.

Modern office procedures, methods and computer equipment and applications related to work.

Ability to:

Deliver culturally and linguistically appropriate education and information to the community through workshops, group discussions, support groups, advocacy, peer support, outreach, and resource connections.

Assist consumers and community members in understanding and securing available resources, and/or completing applications for health screenings, housing, benefits application, and other social services. Follow up with the individuals they serve to ensure that linkage to mental health and wellness services has been successful.

Work independently in the absence of supervision.

Select, train, supervise, evaluate, and discipline subordinate staff.

Communicate clearly and concisely, both orally and in writing.

Organize own work, set priorities, and meet critical time deadlines.

Maintain confidentiality.

Establish and maintain effective working relationships.

Ensure safety of clients/peers/members and act quickly to contact Behavioral Health Crisis Worker if need arises.

Experience and Training Guidelines - *Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience

Must be a current or previous consumer of behavioral health services, or be a family member of a current or previous consumer of behavioral health services. These services may have or have not taken place at Colusa County Behavioral Health.

Attachment: Peer Support Supervisor FINAL DRAFT 090124 (10010 : New Peer Support Supervisor Classification)

Experience sharing lived experiences to recognize mental health risks and protective factors. Relevant experience may include both paid and volunteer work in the community, such as:

- School volunteer.
- Parent Advocate.
- Any help at your church such as helping with any groups, ministries, food banks.
- Helping at senior centers.
- Helping support local community events, resource fairs, health fairs.
- Helping at vaccination clinics.
- Helping individuals with physical disabilities.
- Efforts to help spread the word on local community resources that people need.
- Any efforts to help others with social, spiritual, health, economic, emotional wellbeing, housing, employment etc. information and resources.

Training

Equivalent to the completion of the twelfth grade.

License or Certificate

Within one year of employment, obtain Peer Support Specialist Certification to be eligible to bill Medi-Cal. Behavioral Health will cover the cost of the required training and exam. During employment, must maintain Peer Support Certification with no disciplinary actions.

Within 12 months of employment obtain specific training as a Peer Support Supervisor.

Possession of, or ability to obtain, an appropriate valid driver's license and acceptable driving record.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Although this is primarily a sedentary office classification requiring standing in work areas and walking between work areas, the position may also require some fieldwork. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry,

Attachment: Peer Support Supervisor FINAL DRAFT 090124 (10010 : New Peer Support Supervisor Classification)

push, and pull materials and objects, up to 25 pounds, as necessary to perform job functions. Negative PPD test (pre-employment and annual testing).

Employees work in an office environment with moderate noise levels, controlled temperature conditions, dust and scents, and potential exposure to hazardous physical substances. Tasks may require exposure to illness/disease, work related stress and hostile clients. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employees may work varying shift schedules including nights, weekends, and/or holidays.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Peer Support Supervisor FINAL DRAFT 090124 (10010 : New Peer Support Supervisor Classification)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Adopt revised Job Class Table reflecting salary range adjustments for the Air Pollution Standards Officer series and Fiscal Administrative Officer classifications, and the addition of new classification of Peer Support Supervisor, effective September 1, 2024.**

Adopt revised Job Class Table reflecting salary range adjustments for the Air Pollution Standards Officer series and Fiscal Administrative Officer classifications, and the addition of new classification of Peer Support Supervisor, effective September 1, 2024.

Detailed Description/Background of request

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Table reflecting the following changes:

- At the August 06, 2024, meeting, the Board approved adjusting the salary range for the Air Pollution Standards Officer (APSO) series:
  - APSO I: PF55 ($3,755-$6,167) to PF29 ($4,296-$7,046)
  - APSO II: PF56 ($4,147-$6,808) to F33 ($4,743-$7,780)
  - APSO III: PF57 ($4,580-$7,515) to PF37 ($5,237-$8,589)

- Should the Board approve adjusting the salary range for the Fiscal Administrative Officer (FAO) classifications as follows during today's meeting:
  - FAO (40 Hours):MGT51 ($5,875 - $9,648) to MGT21 ($6,239 - $10,237)
  - FAO (37.5 Hours): MGT16 ($5,510 - $9,045) to MGT18 ($5,790 - $9,504)

- Should the Board approve the addition of the Peer Support Supervisor classification at salary range MSC19 ($3,316-$5,450) during today's meeting.

Prior Board Action

None.

Fiscal Impact/Funding Source
There are no costs associated with adopting the Job Class Table.

Action for the Clerk
Ann--this needs to be placed on the agenda as the last HR discussion item.

ATTACHMENTS:

- Job Class Approved 091724 Effective 090124 (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 09/01
Board Revision Date: 09/17/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
ACCOUNT CLERK II	MSC13	2,857	3,003	3,156	3,316	3,487	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,697	162.50
ACCOUNT CLERK III	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	162.50
ACCOUNTANT AUDITOR I	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
ACCOUNTANT AUDITOR II	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
ACCOUNTANT AUDITOR III	PF36	5,109	5,368	5,640	5,926	6,226	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,379	162.50
ACCOUNTANT I	PF26	3,988	4,191	4,404	4,627	4,862	5,109	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,542	162.50
ACCOUNTANT II	PF30	4,404	4,627	4,862	5,109	5,368	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,223	162.50
ACCOUNTING TECHNICIAN	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
ACCOUNTING TECHNICIAN	MSC42	3,810	4,006	4,209	4,424	4,650	4,887	5,010	5,136	5,265	5,397	5,532	5,671	5,813	5,959	6,261	173.33
AG BIO STND OFF I	PF56	4,147	4,357	4,580	4,812	5,056	5,313	5,447	5,584	5,724	5,868	6,015	6,166	6,321	6,480	6,808	173.33
AG BIO STND OFF II	PF57	4,580	4,812	5,056	5,313	5,583	5,867	6,014	6,166	6,321	6,480	6,642	6,809	6,980	7,155	7,515	173.33
AG BIO STND OFF III	PF58	5,056	5,313	5,583	5,867	6,166	6,477	6,640	6,808	6,979	7,154	7,333	7,517	7,705	7,898	8,298	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	173.33
AIR POL STANDARDS OFF I	PF29	4,296	4,514	4,743	4,984	5,237	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	7,046	173.33
AIR POL STANDARDS OFF II	PF33	4,743	4,984	5,237	5,502	5,781	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,780	173.33
AIR POL STANDARDS OFF III	PF37	5,237	5,502	5,781	6,074	6,382	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,589	173.33
ANIMAL CONTROL OFFICER	DSA16	3,383	3,556	3,738	3,928	4,128	4,337	4,446	4,557	4,671	4,788	4,908	5,031	5,157	5,286	5,555	173.33
APPRAISER I	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
APPRAISER II	PF27	4,088	4,296	4,514	4,743	4,984	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,706	162.50
APPRAISER III	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,399	3,575	3,757	3,948	4,149	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,587	162.50
ASSISTANT ASSESSOR	MGT24	6,720	7,061	7,419	7,797	8,193	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,493	11,025	162.50
ASSISTANT PLANNER	PF33	4,743	4,984	5,237	5,502	5,781	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,780	162.50
ASSISTANT SHERIFF	MGS20	9,195	9,661	10,151	10,665	11,205	11,772	12,066	12,368	12,677	12,994	13,319	13,652	13,993	14,343	15,068	173.33
ASSOC CIVIL ENGINEER	PF48	6,874	7,223	7,590	7,975	8,379	8,804	9,024	9,250	9,481	9,719	9,962	10,211	10,466	10,728	11,271	173.33
ASSOCIATE PLANNER	PF36	5,109	5,368	5,640	5,926	6,226	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,379	162.50
ASST AG COMM/SEALER W & M	MGT52	7,719	8,112	8,525	8,958	9,411	9,889	10,138	10,392	10,652	10,920	11,193	11,474	11,761	12,056	12,660	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,419	7,797	8,193	8,608	9,045	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	12,169	162.50
ASST CHIEF PROB OFFR	MGS16	8,328	8,751	9,195	9,661	10,151	10,665	10,932	11,205	11,485	11,772	12,066	12,368	12,677	12,994	13,652	162.50
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,025	11,583	12,169	12,785	13,431	14,112	14,465	14,826	15,196	15,576	15,965	16,364	16,773	17,192	18,065	162.50
ASST DIR OF PUBLIC WORKS/COUNTY ENG	MGT42	10,493	11,025	11,583	12,169	12,785	13,431	13,767	14,112	14,465	14,826	15,196	15,576	15,965	16,364	17,192	173.33
ASST ENGINEER	PF37	5,237	5,502	5,781	6,074	6,382	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,589	173.33
ASST TREAS-TAX COLLECTOR	MGT15	5,375	5,648	5,935	6,239	6,555	6,888	7,061	7,238	7,419	7,606	7,797	7,993	8,193	8,398	8,824	162.50
AUDITOR/APPRAISER I	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
AUDITOR/APPRAISER II	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
BH THERAPIST I	PF34	4,862	5,109	5,368	5,640	5,926	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,975	162.50
BH THERAPIST II	PF38	5,368	5,640	5,926	6,226	6,542	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,804	162.50
BH THERAPIST III	PF42	5,926	6,226	6,542	6,874	7,223	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,719	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,487	3,665	3,851	4,047	4,253	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,727	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	162.50
BOOKING CLERK	DSA15	3,299	3,468	3,645	3,832	4,027	4,231	4,337	4,446	4,557	4,671	4,788	4,908	5,031	5,157	5,419	173.33
BUILDING INSPECTOR I	MSC29	4,253	4,469	4,697	4,936	5,187	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,981	162.50
BUILDING INSPECTOR II	MSC33	4,697	4,936	5,187	5,450	5,727	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,707	162.50
BUILDING INSPECTOR III	MSC37	5,187	5,450	5,727	6,018	6,324	6,644	6,810	6,981	7,156	7,335	7,519	7,707	7,900	8,098	8,509	162.50
CAO-BUDGET MGMT ANALYST	MGT18	5,790	6,085	6,395	6,720	7,061	7,419	7,606	7,797	7,993	8,193	8,398	8,608	8,824	9,045	9,504	162.50
CASE MANAGER	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	162.50

Attachment: Job Class Approved 091724 Effective 090124 [Revision 1] (9987 : Adopt Revised Job Class

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 09/01
Board Revision Date: 09/17/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,738	3,928	4,128	4,337	4,557	4,788	4,908	5,031	5,157	5,286	5,419	5,555	5,694	5,837	6,133	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	162.50
CHIEF DEP CO CLRK-REC-REG	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
CHIEF DEPUTY DA	MGT35	8,824	9,272	9,742	10,237	10,756	11,301	11,583	11,872	12,169	12,473	12,785	13,104	13,431	13,767	14,465	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,513	6,839	7,182	7,542	7,925	8,328	8,537	8,751	8,970	9,195	9,425	9,661	9,903	10,151	10,665	162.50
CHIEF PROBATION OFFICER	DH51	10,256	10,770	11,309	11,875	12,471	13,095	13,423	13,760	14,104	14,458	14,820	15,192	15,572	15,962	16,761	162.50
CLINICAL PROGRAM MANAGER I	MGT24	6,720	7,061	7,419	7,797	8,193	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,493	11,025	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,419	7,797	8,193	8,608	9,045	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	12,169	162.50
CODE COMPLIANCE OFFICER	PF33	4,743	4,984	5,237	5,502	5,781	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,780	162.50
COMMUNITY OUTREACH COORDINATOR	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,665	3,851	4,047	4,253	4,469	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	6,018	162.50
CORRECTIONAL CORPORAL	DSS20	4,717	4,956	5,207	5,473	5,751	6,043	6,194	6,349	6,508	6,672	6,839	7,010	7,187	7,367	7,741	173.33
CORRECTIONAL OFFICER	DSS17	4,378	4,601	4,835	5,080	5,339	5,610	5,751	5,895	6,043	6,194	6,349	6,508	6,672	6,839	7,187	173.33
COUNSELOR I	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	162.50
COUNSELOR II	MSC28	4,149	4,360	4,582	4,815	5,060	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,810	162.50
COUNSELOR III	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
COUNSELOR IV	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	162.50
CUSTODIAN	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
DA CHIEF INVESTIGATOR	MGS10	7,182	7,542	7,925	8,328	8,751	9,195	9,425	9,661	9,903	10,151	10,405	10,665	10,932	11,205	11,772	173.33
DA INVESTIGATOR I	DSS27	5,610	5,895	6,194	6,508	6,839	7,187	7,367	7,552	7,741	7,935	8,133	8,336	8,545	8,759	9,204	173.33
DA INVESTIGATOR II	DSS33	6,508	6,839	7,187	7,552	7,935	8,336	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,677	173.33
DEPARTMENT SECRETARY	MSC15	3,003	3,156	3,316	3,487	3,665	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,936	162.50
DEPT INF SYS COORDINATOR	PF43	6,074	6,382	6,706	7,046	7,404	7,780	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,962	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,056	5,313	5,583	5,867	6,166	6,477	6,640	6,808	6,979	7,154	7,333	7,517	7,705	7,898	8,298	173.33
DEPUTY AIR POLL CNTRL OFF	MGT50	5,453	5,731	6,023	6,331	6,654	6,992	7,168	7,348	7,532	7,721	7,915	8,113	8,317	8,525	8,958	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,720	7,061	7,419	7,797	8,193	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,493	11,025	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,238	7,606	7,993	8,398	8,824	9,272	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,872	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,193	8,608	9,045	9,504	9,987	10,493	10,756	11,025	11,301	11,583	11,872	12,169	12,473	12,785	13,431	162.50
DEPUTY DIRECTOR DHHS	MGT35	8,824	9,272	9,742	10,237	10,756	11,301	11,583	11,872	12,169	12,473	12,785	13,104	13,431	13,767	14,465	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,226	6,542	6,874	7,223	7,590	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,719	10,211	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	6,874	7,223	7,590	7,975	8,379	8,804	9,024	9,250	9,481	9,719	9,962	10,211	10,466	10,728	11,271	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,590	7,975	8,379	8,804	9,250	9,719	9,962	10,211	10,466	10,728	10,996	11,271	11,553	11,842	12,442	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,349	8,767	9,206	9,667	10,151	10,659	10,926	11,200	11,480	11,767	12,062	12,364	12,674	12,991	13,641	162.50
DEPUTY PROBATION OFFCR I	DSS15	4,166	4,378	4,601	4,835	5,080	5,339	5,473	5,610	5,751	5,895	6,043	6,194	6,349	6,508	6,839	162.50
DEPUTY PROBATION OFFCR II	DSS19	4,601	4,835	5,080	5,339	5,610	5,895	6,043	6,194	6,349	6,508	6,672	6,839	7,010	7,187	7,552	162.50
DEPUTY SHERIFF	DSS29	5,895	6,194	6,508	6,839	7,187	7,552	7,741	7,935	8,133	8,336	8,545	8,759	8,978	9,204	9,672	173.33
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
DHHS BUDGET ANALYST	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,790	6,085	6,395	6,720	7,061	7,419	7,606	7,797	7,993	8,193	8,398	8,608	8,824	9,045	9,504	162.50
DHHS BUDGET SPECIALIST	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
DIR OF PUBLIC WORKS/AIRPORT OPR	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33

Attachment: Job Class Approved 091724 Effective 090124 [Revision 1] (9987 : Adopt Revised Job Class

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 09/01
Board Revision Date: 09/17/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DIRECTOR BEHAVIORAL HLTH	DH42	10,602	11,139	11,705	12,298	12,920	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,541	17,379	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF INFORMATION TECH	MGT29	7,606	7,993	8,398	8,824	9,272	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	11,872	12,473	162.50
DISPATCHER	DSA25	4,231	4,446	4,671	4,908	5,157	5,419	5,555	5,694	5,837	5,983	6,133	6,287	6,444	6,605	6,939	173.33
DISPATCHER SUPERVISOR	DSA30	4,788	5,031	5,286	5,555	5,837	6,133	6,287	6,444	6,605	6,770	6,939	7,113	7,291	7,474	7,853	173.33
DISPATCHER TRAINEE	DSA18	3,556	3,738	3,928	4,128	4,337	4,557	4,671	4,788	4,908	5,031	5,157	5,286	5,419	5,555	5,837	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,648	5,935	6,239	6,555	6,888	7,238	7,419	7,606	7,797	7,993	8,193	8,398	8,608	8,824	9,272	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,487	3,665	3,851	4,047	4,253	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,727	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	162.50
EMERGENCY SERVICES TECH	DSA22	3,928	4,128	4,337	4,557	4,788	5,031	5,157	5,286	5,419	5,555	5,694	5,837	5,983	6,133	6,444	173.33
ENGINEER TECH TRAINEE	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	173.33
ENGINEER TECHNICIAN I	MSC26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	173.33
ENGINEER TECHNICIAN II	MSC30	4,360	4,582	4,815	5,060	5,317	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	7,156	173.33
ENGINEER TECHNICIAN III	MSC34	4,815	5,060	5,317	5,587	5,871	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,900	173.33
ENV HEALTH MANAGER	MGT27	7,238	7,606	7,993	8,398	8,824	9,272	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,872	162.50
ENV HLTH SPECIALIST I	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
ENV HLTH SPECIALIST II	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
ENV HLTH SPECIALIST III	PF38	5,368	5,640	5,926	6,226	6,542	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,804	162.50
EQUIP MAINT SUPERVISOR	MSC35	4,936	5,187	5,450	5,727	6,018	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,707	8,098	173.33
EQUIP MECHANIC	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	173.33
EXTRA HELP	FLAT	Various rates 16.00/hour - 55.66/hour															162.50
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
FISCAL ADMIN OFFICER	MGT18	5,790	6,085	6,395	6,720	7,061	7,419	7,606	7,797	7,993	8,193	8,398	8,608	8,824	9,045	9,504	162.50
FISCAL ADMIN OFFICER	MGT21	6,239	6,555	6,888	7,238	7,606	7,993	8,193	8,398	8,608	8,824	9,045	9,272	9,504	9,742	10,237	173.33
FISCAL PROGRAM ANALYST	MSC31	4,469	4,697	4,936	5,187	5,450	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,335	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,640	5,926	6,226	6,542	6,874	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,250	162.50
HEALTH PROGRAM SPECIALIST I	PF26	3,988	4,191	4,404	4,627	4,862	5,109	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,542	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,404	4,627	4,862	5,109	5,368	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,223	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,862	5,109	5,368	5,640	5,926	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,975	162.50
HEAVY EQUIP MECHANIC	MSC29	4,253	4,469	4,697	4,936	5,187	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,981	173.33
HUMAN RESOURCES ANALYST I	CNF35	4,936	5,187	5,450	5,727	6,018	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,707	8,098	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,450	5,727	6,018	6,324	6,644	6,981	7,156	7,335	7,519	7,707	7,900	8,098	8,301	8,509	8,940	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,665	3,851	4,047	4,253	4,469	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	6,018	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,360	4,582	4,815	5,060	5,317	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	7,156	162.50
INFO SYSTEMS ANALYST	MSC35	4,936	5,187	5,450	5,727	6,018	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,707	8,098	162.50
IT TECHNICIAN	MSC32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	162.50
IT TECHNICIAN	MSC32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	173.33
LEAD CUSTODIAN	MSC12	2,787	2,929	3,079	3,235	3,399	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,582	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	173.33
LEGAL SPECIALIST I	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	162.50
LIBRARIAN	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
LIBRARY ASSISTANT I	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
LIBRARY ASSISTANT II	MSC12	2,787	2,929	3,079	3,235	3,399	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,582	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,486	4,713	4,952	5,204	5,470	5,748	5,892	6,040	6,191	6,346	6,505	6,668	6,835	7,007	7,363	162.50

Attachment: Job Class Approved 091724 Effective 090124 [Revision 1] (9987 : Adopt Revised Job Class

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 09/01
Board Revision Date: 09/17/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
LIEUTENANT	MGS10	7,182	7,542	7,925	8,328	8,751	9,195	9,425	9,661	9,903	10,151	10,405	10,665	10,932	11,205	11,772	173.33
LITERACY PROGRAM COORDINA	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,316	3,487	3,665	3,851	4,047	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,450	162.50
MEDICAL BILLING SPEC	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
MENTAL HEALTH SPECIALIST	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
MHSA COORD GRANT WRITER	PF29	4,296	4,514	4,743	4,984	5,237	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	7,046	162.50
MHSA FAMILY SPECIALIST	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
MIGRANT HSG CARE TAKER II	MSC20	3,399	3,575	3,757	3,948	4,149	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,587	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	162.50
NURSING SUPERVISOR	MGT29	7,606	7,993	8,398	8,824	9,272	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	11,872	12,473	162.50
OFFICE ASSISTANT I	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
OFFICE ASSISTANT I	MSC41	2,831	2,973	3,124	3,284	3,451	3,627	3,718	3,812	3,909	4,007	4,108	4,211	4,317	4,425	4,650	173.33
OFFICE ASSISTANT II	MSC13	2,857	3,003	3,156	3,316	3,487	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,697	162.50
OFFICE ASSISTANT II	MSC43	3,048	3,201	3,362	3,531	3,708	3,894	3,992	4,092	4,195	4,300	4,408	4,519	4,632	4,748	4,986	173.33
OFFICE ASSISTANT SUPERVIS	MSC19	3,316	3,487	3,665	3,851	4,047	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,450	162.50
OFFICE MANAGER	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	162.50
OPERATIONS SUPERVISOR	MSC30	4,360	4,582	4,815	5,060	5,317	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	7,156	173.33
PARKS & REC ATTENDANT	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	173.33
PARKS & REC LEADWORKER	MSC19	3,316	3,487	3,665	3,851	4,047	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,450	173.33
PAYROLL SPECIALIST	CNF32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	162.50
PEER SUPPORT SPECIALIST	MSC10	2,654	2,787	2,929	3,079	3,235	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,360	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,316	3,487	3,665	3,851	4,047	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,450	162.50
PERMIT TECHNICIAN	MSC23	3,665	3,851	4,047	4,253	4,469	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	6,018	162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,395	6,720	7,061	7,419	7,797	8,193	8,398	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,493	162.50
PRINCIPAL PLANNER	MGT22	6,395	6,720	7,061	7,419	7,797	8,193	8,398	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,493	162.50
PROBATION ASSISTANT	DSS01	2,949	3,100	3,256	3,420	3,592	3,772	3,867	3,964	4,064	4,166	4,271	4,378	4,488	4,601	4,835	162.50
PROGRAM MANAGER I	MGT23	6,555	6,888	7,238	7,606	7,993	8,398	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,756	162.50
PROGRAM MANAGER II	MGT29	7,606	7,993	8,398	8,824	9,272	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	11,872	12,473	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
PUBLIC HEALTH NURSE I	PF41	5,781	6,074	6,382	6,706	7,046	7,404	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,024	9,481	162.50
PUBLIC HEALTH NURSE II	PF45	6,382	6,706	7,046	7,404	7,780	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,719	9,962	10,466	162.50
PUBLIC HEALTH NURSE III	PF49	7,046	7,404	7,780	8,174	8,589	9,024	9,250	9,481	9,719	9,962	10,211	10,466	10,728	10,996	11,553	162.50
PUBLIC WORKS LABORER	MSC10	2,654	2,787	2,929	3,079	3,235	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,360	173.33
PUBLIC WORKS SUPERINTENDENT	MGT16	5,510	5,790	6,085	6,395	6,720	7,061	7,238	7,419	7,606	7,797	7,993	8,193	8,398	8,608	9,045	173.33
PUBLIC WORKS SUPERVISOR	MSC32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	173.33
PURCHASING COORDINATOR	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	162.50
PURCHASING TECHNICIAN	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
QA COORDINATOR I	PF44	6,226	6,542	6,874	7,223	7,590	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,719	10,211	162.50
QA COORDINATOR II	PF46	6,542	6,874	7,223	7,590	7,975	8,379	8,589	8,804	9,024	9,250	9,481	9,719	9,962	10,211	10,728	162.50
REGISTERED NURSE	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
ROAD MAINT LEADWORKER	MSC29	4,253	4,469	4,697	4,936	5,187	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,981	173.33
ROAD MAINT WORKER I	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	173.33
ROAD MAINT WORKER II	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	173.33
ROAD MAINT WORKER III	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	173.33
ROAD MAINT WORKER IV	MSC26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	173.33
ROAD MAINT WORKER TRAINEE	MSC10	2,654	2,787	2,929	3,079	3,235	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,360	173.33
SAFETY OFFICER-ASST RISK MGR	PFA36	5,077	5,336	5,607	5,892	6,191	6,505	6,668	6,835	7,007	7,183	7,363	7,549	7,738	7,932	8,333	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,237	10,756	11,301	11,872	12,473	13,104	13,431	13,767	14,112	14,465	14,826	15,196	15,576	15,965	16,773	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,815	5,060	5,317	5,587	5,871	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,900	162.50
SERGEANT	DSS33	6,508	6,839	7,187	7,552	7,935	8,336	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,677	173.33

Attachment: Job Class Approved 091724 Effective 090124 [Revision 1] (9987 : Adopt Revised Job Class

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 09/01
Board Revision Date: 09/17/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SHERIFF'S RECORDS CLERK	DSA11	2,987	3,139	3,299	3,468	3,645	3,832	3,928	4,027	4,128	4,231	4,337	4,446	4,557	4,671	4,908	173.33
SHERIFFS' TECHNICIAN	DSA22	3,928	4,128	4,337	4,557	4,788	5,031	5,157	5,286	5,419	5,555	5,694	5,837	5,983	6,133	6,444	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,399	3,575	3,757	3,948	4,149	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,587	162.50
SOCIAL WORKER I	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
SOCIAL WORKER II	PF27	4,088	4,296	4,514	4,743	4,984	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,706	162.50
SOCIAL WORKER III	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
SOCIAL WORKER IV	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
SOCIAL WORKER SUP I	PF37	5,237	5,502	5,781	6,074	6,382	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,589	162.50
SOCIAL WORKER SUP II	PF40	5,640	5,926	6,226	6,542	6,874	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,250	162.50
STAFF SERVICES ANALYST I	PF29	4,296	4,514	4,743	4,984	5,237	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	7,046	162.50
STAFF SERVICES ANALYST II	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
STAFF SERVICES MANAGER	MGT29	7,606	7,993	8,398	8,824	9,272	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	11,872	12,473	162.50
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
SUPERVISING PROBATION OFFICER	DSS25	5,339	5,610	5,895	6,194	6,508	6,839	7,010	7,187	7,367	7,552	7,741	7,935	8,133	8,336	8,759	162.50
SYSTEM SUPPORT ANALYST	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
TIME-MATERIAL & SFTY ASST	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	173.33
TRAFFIC CONT TECH I	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	173.33
TRAFFIC CONT TECH II	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	173.33
TRANSIT DRIVER	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	173.33
TRANSIT MANAGER	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	173.33
VICTIM WITNESS ADV I LT	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	162.50
VICTIM WITNESS ADV II LT	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,862	5,109	5,368	5,640	5,926	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,975	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,368	5,640	5,926	6,226	6,542	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,804	162.50
VOCATIONAL ASSISTANT	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
WATER SYSTEMS OPERATOR	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	173.33
WORK CREW SUPERVISOR	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	162.50

TABLE UPDATES

01/01/24 4% COLA DH, UDH
01/01/24 2.5% URD
12/01/23 2.5% COLA MGS, MGT
10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 091724 Effective 090124 [Revision 1] (9987 : Adopt Revised Job Class

ELECTED OFFICIALS

Job Title	Sch/Range	BASE	BASE 5Y	BASE 10Y	BASE 15Y	YRATE	Base Monthly Hours
ASSESSOR/ DIRECT ASMT OFF	E-ASSESSOR	11,816	12,111	12,407	12,702		162.50
AUDITOR/CONTROLLER	E-AUDITOR	12,193	12,498	12,803	13,107		162.50
COUNTY CLERK/RECORDER	E-CLERK	11,553	11,842	12,131	12,419		162.50
DISTRICT ATTORNEY	E-DA	15,553	15,942	16,331	16,719		162.50
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106		173.33
TREAS/TAX COLL-PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646	162.50

TABLE UPDATES

01/01/24 Range/Step table conversion
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
01/01/20 COLA 2.6%
01/01/20 Range ELE19, 2% equity adjustment
10/01/18 2% COLA All Schedules
10/01/17 2% COLA All Schedules
10/01/16 2% COLA All Schedules
07/01/16 ELE19 5% increase (POST incentive eliminated)
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

BOARD OF SUPERVISORS

Colusa County Board of Supervisors salary is set by Ordinance.
Currently $6,390/monthly, plus $500/month for Chairman and $300/month for Vice Chairman.

Commencing January 1, 2016 the salary shall be adjusted to equate to 33% of the salary for the Colusa County Superior Court Judge as reported by the National Center for State Courts in effect on January 1st of the then current even numbered year.

Prior rate set by Ordinance $4,917 monthly effective 01/01/2014.

Attachment: Job Class Approved 091724 Effective 090124 [Revision 1] (9987 : Adopt Revised Job Class

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Presentation by Lauren Wong, Executive Director, Tri Counties Community Action Partnership (TCCAP) regarding the Community Health Assessment (CHA) and the development of a Community Health Improvement Plan (CHIP).**

Presentation by Lauren Wong, Executive Director, Tri Counties Community Action Partnership (TCCAP) regarding the Community Health Assessment (CHA) and the development of a Community Health Improvement Plan (CHIP).

Detailed Description/Background of request

Tri Counties Community Action Partnership (TCCAP) partnered with Colusa County Department of Health and Human Services Public Health to conduct the Colusa County Community Health Assessment (CHA) and develop a Community Health Improvement Plan (CHIP).

This project was conducted from April 2023 through June 2024. TCCAP will provide a high-level overview of the process used to assess health in Colusa County, highlighting key health issues and strategic plan to address them. The presentation is structured around the core components of the CHA/CHIP process, starting with acknowledgments of the various community partners involved, followed by an outline of the mission, vision, and values guiding the assessment and improvement plan.

The attached pdf of the slides has links embedded into them for the CHA report and for each action plan.

The presentation will be given by Lauren Wong, TCCAP Executive Director

Prior Board Action

N/A

Fiscal Impact/Funding Source

N/A

Action for the Clerk

N/A

ATTACHMENTS:

- Colusa County CHA-CHIP BOS presentation (1) (PDF)

Colusa County Community Health Assessment and Improvement Plan

Moving to Action

2024

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

- Acknowledgements
- CHA Report
- Action Plans
- Public Health
- Subcommittees
- Next Steps

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Community Partners

"There is no power for change greater than a community discovering what it cares about." – Margaret J. Wheatley

Ampla Health
Care to improve your life.®

Center for Healthy Communities
California State University, Chico

Colusa County California

Arbuckle Parks & Recreation District

Healthy Rural California, Inc.

Communicate · Collaborate · Operate · Educate

Public Health
Prevent. Promote. Protect.
Colusa County
Health & Human Services

First 5 Colusa

We're here for you...The Community!
Family Action Centers Of Colusa County
Family Resource Centers in Arbuckle & Williams

Colusa Medical Center

Partnership HealthPlan of California
A Public Agency

TCCAP

Northern Valley Indian Health
YOUR HEALTH. OUR MISSION.

PneumaCare

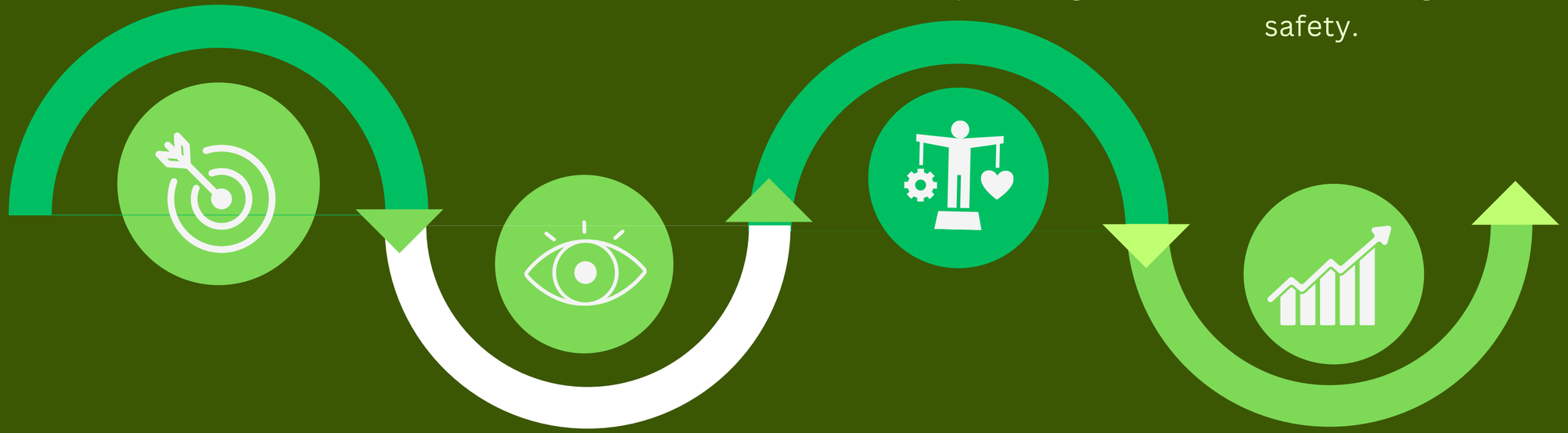
Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Mission

To improve the health of Colusa Community members by identifying and addressing gaps in healthcare system and infrastructure, and to enhance existing resources and services to meet physical, emotional and social wellness in the community.

Values

We are committed to strengthening health and safety systems to meet the diverse needs of our community, addressing not only physical health but also social and emotional well-being. Through enriched communication and active participation, we aim to foster a collaborative environment where knowledge and information are shared, leading to more informed decisions and empowering individuals to take charge of their health and safety.



Vision

Our vision is to create a healthier, safer, and more inclusive community where everyone can thrive and lead fulfilling lives.

.

Goal

Our goal is to improve access and participation in health and safety systems, ensuring that every member of the community can easily benefit from essential support and services.

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

FIGURE 7: **The MAPP Model**

NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS (NACCHO), 2016

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Community Status Assessment

What does the health status of the community look like?

- Quantitative data

Community Themes and Strengths Assessment

What's important to the community? What assets does the community have?

Focus Groups (6)

Asset Map

BRFSS

Local Public Health Assessment (Community Partner Assessment)

What is the capacity, strengths, and current efforts of our community health system?

Forces of Change Assessment

What trends, factors, or events offer opportunities or threats to our community health system?

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

CHA Report

Community Health Assessment Report

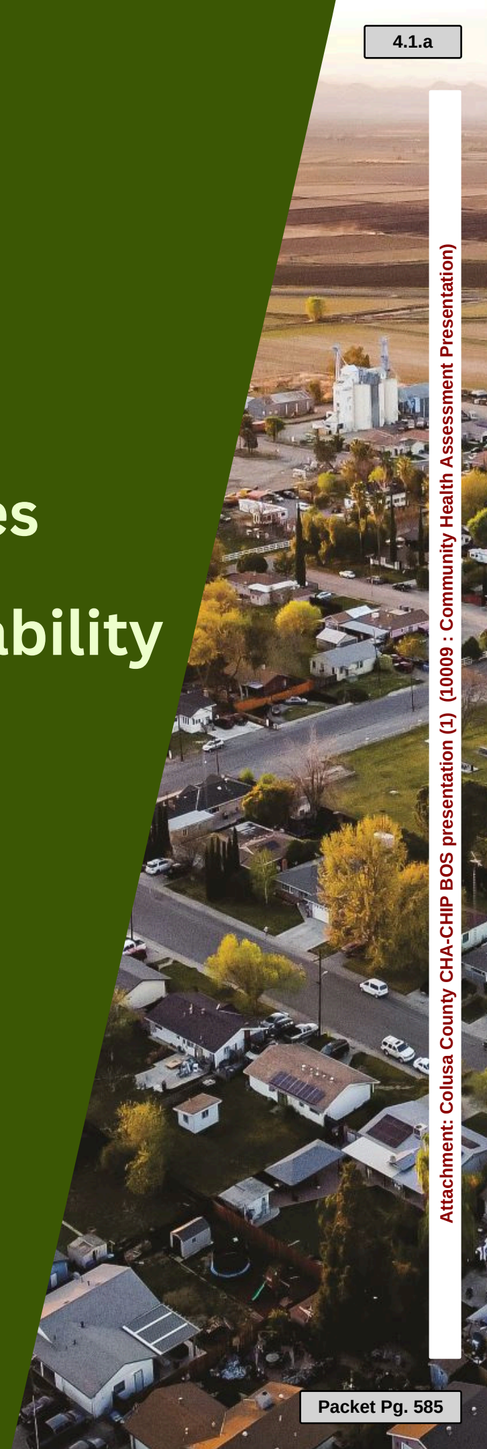
Colusa County

2024

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Identification of Strategic Issues

1. Accessible Medical Health Care Resources
2. Access to Behavioral Health Services
3. Awareness of existing resources and services
4. Lack of Economic Opportunity and Sustainability
5. Environmental Health Risk
6. Availability of Affordable Housing
7. ACEs Prevention and Response



Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Access to Medical Health Care Services

Link to Action Plan

Access to Behavioral Health Care Services

Link to Action Plan

Awareness of Existing Resources and Services

Link to Action Plan

Community Health Improvement Plans (CHIP)

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Public Health

Prevent. Promote. Protect.

Colusa County

Health & Human Services

Connect with your CHIP lead.

- Recruitment
- Data Tracking
- Collaborating with Partnership Health Plan
- Problem Solving
- Updates to Annual Plans

Sofia Becerra, M.A.
Health Program Specialist III

sofia.becerra@countyofcolusa.com
(530) 458-0156

Abigale Henderson, MM
Deputy Director, Colusa County Health and Human Services
Direct Line 530.458.0266
Email abigale.henderson@countyofcolusa.com

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Next Steps

Subcommittees

August 2024 Kick off meetings for each steering committee.
Quarterly Meetings
(November, February, May, August)

Update action plans annually

Establish data tracking and schedule subcommittee meetings

Communication

Updates, data tracking
Public Health
Subcommittees
Workgroups

Workgroups

Work conducted on action plans

2029

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

Thank You For Partnership and Commitment

Lauren Wong, Executive Director
Tri Counties Community Action Partnership (TCCAP)
lwong@tricountiescap.org
(530) 804-2024

Taryn Adams, Administrative Analyst
Tri Counties Community Action Partnership (TCCAP)
tadams@tricountiescap.org
(530) 804-3813

TCCAP

Attachment: Colusa County CHA-CHIP BOS presentation (1) (10009 : Community Health Assessment Presentation)

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **Community Development Department**

FROM: **Greg Plucker**

SUBJECT: **Second reading by title only and adoption of an Ordinance establishing the Building Permit fee refund amount.**

Second reading, by title only, and adoption of an Ordinance establishing the process to determine the refund amount of Building Permit fees.

BACKGROUND

At the Board's August 20, 2024 meeting, the Board introduced an ordinance that would amend the County Code to establish the refund amount for approved building permits which are subsequently withdrawn or expire. Specifically, the proposed ordinance would add Section 5-23(h) to Chapter 5 (Building Code) that specifies:

"For any building permit for which a building permit fee has been paid that is subsequently withdrawn or has expired, the applicant is entitled to a refund of the paid building permit fee less the actual costs for the County staff time and any other costs incurred in processing the building permit including but not limited to working on the building permit and processing any building permit fee refund."

This provision would determine the amount that an applicant is to be refunded for their paid building permit after compensating the County for the staff cost's incurred working on a building permit after it has been issued and processing the permit fee refund.

This provision is similar to the Zoning Code (Section 44-1.70.030.5) that specifies that unexpended (the amount left over after deducting for actual staff costs) Planning application fees for projects that are not completed and/or abandoned shall be refunded to the applicant.

Prior Board Action

At the Board's August 20, 2024 meeting, the Board introduced the proposed ordinance.

Fiscal Impact/Funding Source

The ordinance would capture the actual staff costs in working on a building permit and processing any building permit refund.

Action for the Clerk

Publish the ordinance as required and send to code publishing.

ATTACHMENTS:

- Building Code Fee Refund Ordinance (DOCX)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADDING SECTION 5-23(h) TO CHAPTER 5 (BUILDING CODE) OF THE COUNTY CODE TO ESTABLISH THE PROCESS TO DETERMINE THE REFUND OF BUILDING PERMITAPPLICATION FEES

The Board of Supervisors for the County of Colusa ordains as follows:

SECTION 1

The Board of Supervisors finds that the provisions of this ordinance are not subject to the California Environmental Quality Act (CEQA) pursuant to Title 14, Article 7 of the California Code of Regulations sections 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and 15061(b)(3) because there is no possibility the activity in question may have a significant effect on the environment.

SECTION 2

Section 5-23(h) is hereby added to Chapter 5, Article III of the Colusa County Code directly after Attachmment "A" of Section 5-23(g) of Chapter 5, Article III of the Colusa County Code as follows:

> *"5-23(h) For any building permit for which a building permit fee has been paid that is subsequently withdrawn or has expired, the applicant is entitled to a refund of the paid building permit fee less the actual costs for the County staff time and any other costs incurred in processing the building permit including but not limited to working on the building permit and processing any building permit fee refund."*

.

SECTION 3

The provisions of this ordinance are severable and if any of said provisions or their application in a particular circumstance is held invalid, the remainder of the ordinance amendment, including the application of such part or provision in other circumstances, shall not be affected and shall continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

SECTION 4

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

/
/
/
/

Attachment: Building Code Fee Refund Ordinance (10054 : Building Permit Refund Ordinance (PD-24-26))

Introduced at a regular meeting of the Board of Supervisors held on the August 20, 2024, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 17th day of September, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Gary J. Evans, Chairperson
Colusa County Board of Supervisors

ATTEST:
Wendy G Tyler
Clerk to the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Attachment: Building Code Fee Refund Ordinance (10054 : Building Permit Refund Ordinance (PD-24-26))

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **County Administrative Office**

FROM: **Ann Nordyke**

SUBJECT: **Approve Special Claims**

Approve Special Claims as follows:

Invoice#	Fund/Dept.	Vendor	Amount
950036473	Bldg & Grnds	EMCOR Services	$710.00
950036684	Bldg & Grnds	EMCOR Services	$832.40
9021809670	Hlth & Human Services	Williams Scotsman Inc.	$6,497.48

Detailed Description/Background of request

EMCOR services is routine HVAC maintenance and the contract has been expired. There is a new agreement on the Agenda for the Board's consideration today, following the competitive bidding process.

Williams Scotsman, Inc. is the new Lessor for the DHHS Modular. We are attempting to negotiate the lease modification with them, and hope to have it finalized in the very near future.

Prior Board Action

None.

Fiscal Impact/Funding Source

As indicated on each claim.

Action for the Clerk

None.

ATTACHMENTS:

- Emcor 950036684 BOS (PDF)
- EMCOR_8_27 950036473 BOS SHF (PDF)
- WILLIAMS_SCOTSMAN 9021809670 DHHS BOS (PDF)
- Board Approval 24-25 (PDF)

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 421 Vendor Name: EMCOR Services

If Misc. Vendor or Special Remit to Address: _____

_____

Separate Check: ☐ Yes ☑ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment: EXPIRED C20-216 6/30/23

Invoice No: 950036684	Invoice Amount: $ 832.40	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	

Grand Total of All Invoices: $ 832.40

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: Kaline M Moore Digitally signed by Kaline M Moore DN: cn=Kaline M Moore, o=County of Colusa, ou=CAO, email=kmoore@countyofcolusa.org, c=US Date: 2024.09.05 13:59:54 -07'00'

Attachment: Emcor 950036684 BOS (10062 : Approve Special Claims)

421

EMCOR Services
Mesa Energy Systems
3633 Seaport Blvd
West Sacramento, CA 95691
License #611215 (B, C4, C7, C10, C20, C36, C38, C46)

INVOICE

INVOICE #:	**950036684**
INVOICE DATE:	08/28/24
CUSTOMER NUMBER:	6001310
INVOICE TOTAL:	**$ 832.40**
DUE DATE:	09/27/24
TERMS:	NET 30

County of Colusa
ATTN: Accounts Payable
547 Market St
Ste 104
Colusa, CA 95932

For work performed at:
Colusa County Human Resources-250 5th St
250 5th St,
Colusa, CA 95932

SERVICE ORDER #: **500046745** **PO NUMBER:**

LABOR

Philip Paraskoulakis	07/29/24	4.00	REG HRS @	145.00	580.00
				Total Labor:	**580.00**

PARTS AND MATERIALS

Swivel Tee brass fitting		1.00 @	16.00	16.00
			Total Material:	**16.00**

OTHER COSTS

Fuel Surcharge			40.00
Leak Check			105.00
Truck Charge			90.00
		Total Costs:	**235.00**

00153130473PERS

SERVICE ORDER TOTAL:	831.00
TAXABLE AMOUNT:	16.00
SALES TAX:	1.40
NET INVOICE AMOUNT:	**832.40**

REMIT TO: Mesa Energy Systems Inc - 2 Cromwell, Irvine, CA 92618
PHONE: 916-636-1825 - Federal Tax ID: 33-0112640

DELIVERY METHOD: Email

Attachment: Emcor 950036684 BOS (10062 : Approve Special Claims)

EMCOR Services
Mesa Energy Systems
3633 Seaport Blvd
West Sacramento, CA 95691
(B, C4, C7, C10, C20, C36, C38, C46)

www.mesaenergy.com
Building Automation
Variable Frequency Drives
HVAC Retrofit
Service and Systems

CONSOLIDATED SERVICE REPORT

Location	Colusa County Human Resources-250 5th St	**Customer #**	6001310	**Agreement / Type**	
Address	250 5th St	**Customer PO**		**Service Complete**	
		Cust Phone	530-682-2743		
City	Colusa	**Sales Rep**	345GORSCH		
State	CA **Zip** 95932	**Service Order**	500046745		
Contact		**Visits**	1150029		

Problem Description: TS(Troubleshoot Issue) 5 ton Bryant is having issues. unit is low on refrigerant and thinks it has a coil leak

VISIT.RESOLUTIONS

Date	Visit	Resolution	XOi
07/29/24	1150029	07/30/24 - Philip Paraskoulakis: No XOi Data Captured. Checked in on site at office and used extension ladder to access rooftop. Located unit and added gauges to system to check superheat subcooling and pressures. Found the following 410A PSIG. 76/249 Sat. 19/83 SH/SC. 53/3 System low on charge. Used electronic leak detector and soap bubbles and checked evaporator coil, condenser coil and bell ends on both. Checked refrigerant lines in compressor compartment and both schrader cores. The only leak I could locate was coming off the suction line schrader core. Installed an access tee and Nylog. Torqued down fitting and rechecked for leaks. Charged system with customer supplied refrigerant. 4lbs 410a rechecked readings PSIG. 114/299 Saturation. 37/95 SH/SC. 7.4/11 Put u it panels back together and closed up roof access. Checked out with Dusty.	NA

Allocation of charges is subject to change based on management review of the actual agreement coverage if applicable.

LABOR

Date	Technician		Regular Hours	Overtime Hours	Double Time Hours
07/29/24	Philip Paraskoulakis	Billable	4.00		
07/29/24	Philip Paraskoulakis	Agreement Covered/Nonbillable			
		Total Billable:	4.00		
		Total Agreement Covered/Nonbillable:			

ASSETS.SERVICED

Client Ref.	Asset	Asset Type	Asset Description	Manufacturer	Model	Serial No.
Common areas	PKG001	00-PKG-01b	Packaged AC (with Gas Heating)	Bryant	577CPWC60115NA--	3519F49926

MATERIAL

B=Billable	Date	Asset	Description	Quantity	PO	Source
B	07/29/24		Swivel Tee brass fitting	1.00		VS

REFRIGERANT

B=Billable	Date	Asset	Description	*Action	**Type	Refrigerant	Quantity	PO	Source
	07/29/24	PKG001	Packaged AC (with Gas Heating)	A	VIC	R410A	4.00		

* Action Key: A=Added, R=Recovered, RE=Reclaimed, REC=Reclaimed - Customer Supplied, RRTU=Recovered Same Unit, RLOS=Recovered Customer Stock
** Type Key: VI=Virgin, VIC=Virgin Customer Supplied, RTU=Return To Unit, RET=Return to Reclaim Center, LOS=Left on Site

MISCELLANEOUS

B=Billable	Date	Asset	Description	Quantity	PO
	07/29/24		Leak Check	.00	

Visit Approved By:

Signed By: verbal Dusty
Date: 07-30-2024 Time: 14:55

Attachment: Emcor 950036684 BOS (10062 : Approve Special Claims)

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 421 Vendor Name: EMCOR SERVICES

If Misc. Vendor or Special Remit to Address: _____

_____

Separate Check: ☐ Yes ☐ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:
CONTRACT C20-216 -EXPIRED CONTRACT BOARD APPROVAL

Invoice No: 950036473	Invoice Amount: $ 710.00	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	

Grand Total of All Invoices: $ 710.00

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: JayAnne Saso Digitally signed by JayAnne Saso Date: 2022.08.29 14:52:14 -07'00' Date: 8/27/24

Amount: 710.00

Budget: 534

Account: 53130

Attachment: EMCOR_8_27 950036473 BOS SHF (10062 : Approve Special Claims)

EMCOR Services
Mesa Energy Systems
3633 Seaport Blvd
West Sacramento, CA 95691
License #611215 (B, C4, C7, C10, C20, C36, C38, C46)

INVOICE

INVOICE #:	**950036473**
INVOICE DATE:	08/26/24
CUSTOMER NUMBER:	6001235
INVOICE TOTAL:	$ 710.00
DUE DATE:	09/25/24
TERMS:	NET 30

Colusa County Sheriff Office
ATTN: Arnold Navarro
929 Bridge St
Colusa, CA 95922

For work performed at:
Colusa County Sheriffs Office
929 Bridge St,
Colusa, CA 95922

SERVICE ORDER #: **500047231** **PO NUMBER:**

LABOR

Philip Paraskoulakis	08/14/24	4.00	REG HRS @	145.00	580.00
				Total Labor:	**580.00**

OTHER COSTS

Fuel Surcharge		40.00
Truck Charge		90.00
	Total Costs:	**130.00**

8/27/24

SERVICE ORDER TOTAL:	710.00
NET INVOICE AMOUNT:	**710.00**

REMIT TO: Mesa Energy Systems Inc - 2 Cromwell, Irvine, CA 92618
PHONE: 916-636-1825 - Federal Tax ID: 33-0112640

DELIVERY METHOD: Email

Attachment: EMCOR_8_27 950036473 BOS SHF (10062 : Approve Special Claims)

EMCOR Services
Mesa Energy Systems
3633 Seaport Blvd
West Sacramento, CA 95691
(B, C4, C7, C10, C20, C36, C38, C46)

www.mesaenergy.com
Building Automation
Variable Frequency Drives
HVAC Retrofit
Service and Systems

CONSOLIDATED SERVICE REPORT

Location	Colusa County Sheriffs Office-929 Bridge St	**Customer #**	6001235	**Agreement / Type**	50010424	HPM1
Address	929 Bridge St	**Customer PO**		**Service Complete**		
		Cust Phone	530-458-0203			
City	Colusa	**Sales Rep**	345500JC			
State	CA **Zip** 95922	**Service Order**	500047231			
Contact		**Visits**	1174750			

Problem Description: TS(Troubleshoot Issue) AC 2 not keeping temp

VISIT.RESOLUTIONS

Date	Visit	Resolution	XOi
08/14/24	1174750	08/14/24 - Philip Paraskoulakis: No XOi Data Captured. Called Dusty and gave him an ETA. Arrived on site and checked in with Arnold Navarro. Had access gate unlocked along with penthouse on rooftop. Pelican is recording temps of about 79 degrees for AC2 but inside of the space seems much cooler. Checked all of the following on arrival Circuit 1 EQUIPMENT NUMBER-AC2 REFRIGERANT TYPE-410A PSIG- 120/290 SATURATION-39/93 SH/SC-12.9/11 NET OIL-NA SA-49.8 RA-73.7 TEMP SPLIT-24 COMPRESSOR AMPS-6.33,7.2,6.8 OSA- 87 Checked circuit 2 and had similar readings. Equipment was cooling at max capacity Temp split was on the higher side so I checked airflow, found an inline booster fan on the return air side with a loose belt. Replaced and tightened tension on motor. Found multiple different supply air zones closed down, marked and slightly opened to increase airflow. Was able to get temp split to drop 2 degrees. Checked where pelican remote sensor was installed and verified it was calibrated correctly. Suspect return duct sensor is in a spot that is picking up excessive heat or OSA. Informed Dusty and Arnold of adjustments made and will recheck status tomorrow. RETURN PHONE CALL OR FOLLOW UP NEEDED.	NA

Allocation of charges is subject to change based on management review of the actual agreement coverage if applicable.

LABOR

Date	Technician		Regular Hours	Overtime Hours	Double Time Hours
08/14/24	Philip Paraskoulakis	Billable	4.00		
08/14/24	Philip Paraskoulakis	Agreement Covered/Nonbillable			
		Total Billable:	4.00		
		Total Agreement Covered/Nonbillable:			

Visit Approved By:

Signed By: Dusty Verbal
Date: 08-14-2024 Time: 15:56

Attachment: EMCOR_8_27 950036473 BOS SHF (10062 : Approve Special Claims)

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 1835 Vendor Name: WILLIAMS SCOTSMAN

If Misc. Vendor or Special Remit to Address: _____

_____

Separate Check: ☐ Yes ☐ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

NO CONTRACT

Comment:

CUST 10544304 MODULAR
00553210811

Invoice No:	9021809670	Invoice Amount:	$ 6,497.48		
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
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Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			

Grand Total of All Invoices: $ 6,497.48

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: Christine Fusaro Digitally signed by Christine Fusaro Date: 2024.09.04 10:09:30 -07'00'

Attachment: WILLIAMS_SCOTSMAN 9021809670 DHHS BOS (10062 : Approve Special Claims)

WILLSCOT™

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

769

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10544304	9021809670	9/1/2024	013	NET 10

PAYMENT DUE	$6,497.48
INVOICE DUE DATE	9/11/2024

COUNTY OF COLUSA
251 E WEBSTER ST
COLUSA CA 95932-2951

005-53210-811-0

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
B000639880	MBS-1053			N/A	9/1/2024 - 9/30/2024	COUNTY OF COLUSA 251 E WEBSTER ST COLUSA CA 95932

Quantity	Item #/Description	Price/Rate	Amount	
1	COMPLEX CPX-203630	$5,901.36 Rental	$5,901.36	T
1	CA LICENSE FEE	$73.33	$73.33	T
		Sub-total	$5,974.69	
		Tax	$522.79	
		INVOICE TOTAL	**$6,497.48**	

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

MM CONNECT **PAYMENT OPTIONS**

Welcome to the WillScot customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

https://portal.mobilemini.com

(800) 782-1500

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	**$6,497.48**
Invoice #:	**9021809670**
Due Date:	**9/11/2024**
Customer:	**COUNTY OF COLUSA**
Customer #:	**10544304**

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

Attachment: WILLIAMS_SCOTSMAN 9021809670 DHHS BOS (10062 : Approve Special Claims)

BOARD APPROVAL

9/17/2024

Invoice #	Fund/Department	Vendor	Amount
950036473	BUILDING & GROUNDS *Expired Contract*	EMCOR SERVICES	$710.00
950036684	BUILDING & GROUNDS *Expired Contract*	EMCOR SERVICES	$832.40
9021809670	HEALTH & HUMAN SERVICES *No Contract*	WILLIAMS SCOTSMAN INC	$6,497.48

1. _____
2. _____
3. _____
4. _____
5. _____

Attachment: Board Approval 24-25 (10062 : Approve Special Claims)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **County Administrative Office**

FROM: **Kaline Moore**

SUBJECT: **Approve FY23/24 Revenue and Appropriations Inter-Budget Adjustment No.'s IB-031- IB-032. (4/5 vote required)**

Approve FY 23/24 Revenue and Appropriations Inter-Budget adjustment IB-031-IB-032. **(4/5 vote required)**

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2023/24					
Department	**Fund**	**Object**	**Dept**	**Amount**	IB#
Behavioral Health	003	48030	713	30,844.00	IB-031
DHHS - SB163 Wrap Around	242	59452	242	30,844.00	
East Park Reservoir	046	48030	000	165,107.93	IB-032
East Park Reservoir	046	31960	000	165,107.93	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms.

Action for the Clerk

None

ATTACHMENTS:

- IB-031 - IB-032 (PDF)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: DHHS - 242 - SB163 Wrap-Around

Submitted By: Norma Avila Digitally signed by Norma Avila Date: 2024.08.21 14:50:14 -07'00'

Explanation: Use fund balance to cover additional transfers out to Mental Health for increased services provided.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
003	48030	713	Transfers In	$ 881,974.00	$ 912,818.00	$ 30,844.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 30,844.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
						$ 0.00
242	59452	242	Transfers Out	$ 80,000.00	$ 110,844.00	$ 30,844.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 30,844.00

Fiscal Year: 2023-24

Board Date: 9/17/2024

#10034

Inter-Budget Log #: IB- 031

OpenGov Amendment #:

Attachment: IB-031 - IB-032 (10034 : FY23/24 Inter-Budgets)

Colusa County Board of Supervisors

Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: East Park Reservoir

Submitted By: Kirsten Montejano

Digitally signed by Kirsten Montejano
Date: 2024.08.21 16:29:25 -07'00'

Explanation: To increase Transfers in from BOS to cover the shortfall in East Park Enterprise fund. East Park revenue received was less than operating costs due to lack of special events and the discontinued subsidy from the general fund during budget adoption.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
046	48030	000	Transfers In	$ 0.00	$ 165,107.93	$ 165,107.93
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 165,107.93

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
046	31960	000	Fund Balance - Unreserved	$ 0.00	165107.93	$ 165,107.93
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 165,107.93

Fiscal Year: 2023-24

Board Date: 9/17/2024

#10034

Inter-Budget Log #: IB- 032

OpenGov Amendment #:

Attachment: IB-031 - IB-032 (10034 : FY23/24 Inter-Budgets)

COUNTY OF COLUSA, CA

6.3

Request For County Board of Supervisors Action

MEETING DATE: **September 17, 2024**

DEPARTMENT: **County Administrative Office**

FROM: **Kaline Moore**

SUBJECT: **Approve FY 23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24200. (4/5th vote required)**

Approve FY 23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24200. **(4/5th vote required)**

Detailed Description/Background of request

This request for contingencies is to increase the Board of Supervisors transfers out allocation to cover the shortage in East Park Reservoir Enterprise Fund. East Park Reservoir revenue received was less than operating costs due to lack of special events. No general fund subsidy was included in the 2023/24 final budget due to the County's financial condition, and the fund now requires contingencies to prevent the fund from being negative and accruing negative interest.

Prior Board Action

None

Fiscal Impact/Funding Source

Reduce Contingency Balance by $165,107.93 from $950,710 to $785,602.07

Action for the Clerk

None

ATTACHMENTS:

- B-24200 (PDF)

INTRA-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: East Park Reservoir

Submitted By: Kirsten Montejano Digitally signed by Kirsten Montejano Date: 2024.08.21 16:33:52 -07'00'

☒ Sufficient balances are available to meet requested transfer from current budget.

☐ Insufficient balances are available to meet request within department budget. **(Requires transfer from Contingencies)**

Explanation: To increase the BOS transfers out to cover the shortage in East Park Enterprise Fund. East Park revenue received was less than operating costs due to lack of special events and discontinued subsidy from the general fund during budget adoption.

FROM:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	59400	098	Contingencies	$ 950,710.00	$ 785,602.07	$ 165,107.93
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 165,107.93

TO:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	59452	411	Transfers Out	$ 59,867.00	$ 224,974.93	$ 165,107.93
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 165,107.93

Fiscal Year: 2023-24

Intra-Budget Log #: B- 24200

OpenGov Amendment #: _____

Budget Officer Signature: _____ Date: _____

Auditor Office Signature: _____ Date: _____

Attachment: B-24200 (10035 : FY23-24 Intra-Budget Contingency Request)

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE:	**September 17, 2024**
DEPARTMENT:	**County Administrative Office**
FROM:	**Ann Nordyke**
SUBJECT:	**EMPLOYEE PERFORMANCE EVALUATION California Government Code section 54957(b). Title: CAO.**

EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: CAO.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk