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Vice-Chair
Kent S. Boes, District III,
Gary J. Evans, District IV, Chair
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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 3, 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 August 20, 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.

II. PROCLAMATIONS

BEHAVIORAL HEALTH

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

MINISTERIAL ASSOCIATION

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

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

AUDITOR

1. 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.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 11.

1. BOARD OF SUPERVISORS
Approve the August 20, 2024 Board of Supervisors Regular Meeting Minutes.

2. AG COMMISSIONER
Approve 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 Axon Master Services and Purchasing Agreement 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 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 the 3rd Modification with **Casa Serenity, Inc.** for long-term supportive treatment, effective July 1, 2024.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Modification with **Restpadd, Inc.** for hospital-based psychiatric inpatient services, effective July 1, 2024.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 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.

END OF CONSENT AGENDA

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.

V. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE

1. Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve contract 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.

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.	$300.00
950036333	Bldg & Grnds	Emcor Services	$710.00
2555	Brd. Of Supervisors	Paris Kincaid WasieWski	$5,137.50
9021569869	Hlth & Human Svcs.	Williams Scotsman Inc.	$6,417.73

VII. BOARD OF SUPERVISORS

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

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)**

VIII. SUPERVISORS' REPORTS OR COMMENTS

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

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.

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 3, 2024

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

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

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

Detailed Description/Background of request:

Every day in California, friends, family and co-workers struggle with emotional pain. Some find it too difficult to talk about the pain, thoughts of suicide, and the need for help. Everyone can play a role in suicide prevention by learning the warning signs of suicide, finding the words to reach out to a loved one, and knowing where to turn for help.

To stand in solidarity with cities and counties across California to raise awareness of suicide prevention, we are contacting you to request that Colusa County adopt the following resolution to recognize September 8th - 14th, 2024 as National Suicide Prevention Week.

This is a time to amplify the voices of all people who want to put an end to mental health stigma and create a community where everyone feels comfortable reaching out for help. We believe taking this step to declare National Suicide Prevention Week in our community will show that Colusa County is an ally and supportive leader in these efforts.

We hope you will join us in raising awareness for suicide prevention and encouraging residents to reach out for support.

Prior Board Action:

None

Fiscal Impact/Funding Source:

None

Action for the Clerk:

Please place this as a numbered item. Please obtain signature and forward to Jayro Pina at Behavioral Health.

ATTACHMENTS:

- PROCLAMATION SUICIDE PREVENTION WEEK (DOCX)

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

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.

PASSED AND ADOPTED this 3rd day of September, 2024.

_____

Gary J. Evans, Board Chair
Colusa County Board of Supervisors

Attachment: PROCLAMATION SUICIDE PREVENTION WEEK [Revision 1] (9998 : Suicide Prevention Week Proclamation)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Adopt a Proclamation declaring September 2024 as Hunger Action Month

Adopt a Proclamation declaring September 2024 as Hunger Action Month.

Detailed Description/Background of request

The North Valley Community Food Bank via The Ministerial Association of Colusa County (MACC) has requested the Board of Supervisors adopt the attached Proclamation declaring September 2024 as Hunger Action Month.

The first of September marks the start of Hunger Action Month. This is a recognized time in our country, where Food Banks, social services and health providers and community leaders are called to step up and dedicate time towards awareness of food insecurity.

It is hoped that a proclamation of this type would bring awareness to the hunger that our neighbors face across our County and our small communities - from multi-generational fieldworker families that struggle to place the same food on their table that they cultivate, to our fixed income seniors and veterans that have honorably earned the right to be safe & secure. By partnering with the County and the Board of Supervisors, MACC can bring awareness through the proclamation process and empower our neighbors to serve one another in ending hunger in our County.

The Food Bank and partner agencies serve over 2,100 families each month. This equates to a little over a third of our county's population. In April the CalFRESH program served 1,521 families, which totaled 2,851 individuals.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Email Pastor Jason McMullan at: jmcullan@colusamacc.org <mailto:jmcullan@colusamacc.org> to see if he would like to pick up or mail the proclamation to him.

ATTACHMENTS:

- 09-03-24 Proclamation September 2024 Hunger Action Month (DOCX)

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.

PASSED AND ADOPTED this 3rd day of September, 2024.

_____

Gary J. Evans, Board Chair
Colusa County Board of Supervisors

Attachment: 09-03-24 Proclamation September 2024 Hunger Action Month [Revision 1] (10031 : Proclamation September 2024 Hunger Action

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **September 3, 2024**

DEPARTMENT: **Auditor**

FROM: **Brittany Wheeler**

SUBJECT: **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.**

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.

Detailed Description/Background of request

Annually the County staff responsible for managing the Colusa County Service Area #1 - Century Ranch, and the Colusa County Service Area #2 - Stonyford provide the County Auditor with a list of delinquent water users. The managing staff request that the delinquent water charges be added to the secured property tax roll for the new fiscal year pursuant to the Colusa County Code, Chapter 20A - Service Area Charges.

The statutorily required notices were published on August 23, 2024 and August 30, 2024, setting the date, time and place for the public hearing, and identifying all those with delinquent charges.

Today's Public Hearing is an opportunity for those with delinquent charges to appear before the Board of Supervisors and present their reasonings as to why these delinquent charges are not owed by them, and why they should not be included on the secured property tax roll.

At the close of the Public Hearing, the Board will be adopting a Resolution identifying those accounts that are delinquent and shall be placed on the secured tax roll. Should the Board find charges that should not be included on the secured property tax roll, you may have them stricken from Exhibit A or B to the Resolution prior to the approval of the Resolution.

Prior Board Action

None.

Fiscal Impact/Funding Source

The approval of the resolution to add the delinquent water charges to the secured property tax bills will ensure that the two County Service Area districts receive all funds due to the districts for services provided. As of the preparation of this agenda request, the Colusa County Service Area #1 - Century Ranch has a negative cash balance of $1,092,534.41, and the Colusa County Service Area #2 - Stonyford has a negative cash balance of $1,123,065.67. It is essential that the County ensures that delinquent water charges are paid. Delinquent water charges to be added to the 2024-25 tax roll total $ 7,146.46 for CSA #1, and $ 3,435.50 for CSA #2. (Pursuant to Government Code 29304, a $1 Direct Charge Fee has been added to each parcel on the Exhibits for collection purposes).

Action for the Clerk

Provide a numbered and signed copy of the approved Resolution to the County Auditor's Office.

ATTACHMENTS:

- CSA #1 and #2 Addition of Delinquent Water Charges Resolution (DOCX)
- Exhibit A (PDF)
- Exhibit B (PDF)
- 09-03-24 PROOF Delinquent Water (PDF)

RESOLUTION NO. 24 - _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING ADDITION OF DELINQUENT AND UNPAID WATER SERVICE CHARGES BY COLUSA COUNTY SERVICE AREA #1 – CENTURY RANCH AND COLUSA COUNTY SERVICE AREA #2 - STONYFORD TO THE COUNTY TAX ROLL

WHEREAS, Chapter 20A of the Colusa County Code governs the collections of Service Area charges; and

WHEREAS, under Colusa County ordinances 673 and 674, delinquent and unpaid charges for water service provided by County Service Area #1 – Century Ranch and County Service Area #2 – Stonyford (respectively), are to be collected in accordance with the provisions of Chapter 20A of the Colusa County Code; and

WHEREAS, a written report containing a description of each parcel of real property receiving the particular services and the amount of the charge for each parcel computed in conformity with the procedures in Chapter 20A was filed with the clerk of the Board of Supervisors by the County Auditor, as set forth in Exhibit A and Exhibit B; and

WHEREAS, following a noticed public hearing, the Board of Supervisors considered all objections and protests to the report, and modified the report, as needed.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Colusa hereby confirms the report attached hereto as Exhibit A and Exhibit B; and

BE IT FURTHER RESOLVED, the charges set forth in the report, as confirmed, shall appear as a separate item on the tax roll and be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and subject to the same penalties and procedures and sale in case of delinquency as provided for such taxes.

PASSED AND ADOPTED this 3rd day of September, 2024, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Board Chair

Attachment: CSA #1 and #2 Addition of Delinquent Water Charges Resolution (9990 : Public Hearing Approving CSA Delinquent Water

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: CSA #1 and #2 Addition of Delinquent Water Charges Resolution (9990 : Public Hearing Approving CSA Delinquent Water

Exhibit A

Colusa County Service Area #1 - Century Ranch
Delinquent Water Charges

PROPERTY OWNER	PARCEL NUMBER	AMOUNT
MERGOGEY DAVID R	030-190-006-000	$11.00
RAMIREZ LUIS J & ANGEL ET AL	030-490-013-000	$64.26
VENTO PAUL & COULOMBE LAURA RUTH JT	030-420-025-000	$118.66
COX MICHAEL P	030-330-016-000	$255.04
RAY LORREN G JR & KIMBERLY D SIMMONS JT	030-200-027-000	$314.76
LIVELL LARRY	030-010-005-000	$393.20
DAWSON D E & SHIRLEY ANN JT	030-100-001-000	$535.74
KEELER DAVID	030-320-007-000	$510.86
NUTLEY CHRISTOPHER REVOCABLE LIVING TR	030-120-001-000	$510.86
GARCIA EMILY E	030-260-007-000	$510.86
GRAHAM STEVEN JR ET AL JT	030-060-015-000	$510.86
CRAWSHAW MICHAEL	030-120-036-000	$527.62
SANCHEZ MARIO ABURTO	030-410-011-000	$510.86
BROWN TIMMY ET AL	030-270-012-000	$17.48
MADRIGAL TRINIDAD VALENCIA	030-230-008-000	$33.94
NAZANINE MOVASSAGHI N	030-450-019-000	$66.88
REYES ALFREDO B	030-080-045-000	$179.22
TAYLOR LORRAINE OR DAVID OR JASON OR KELLER SUSAN	030-490-005-000	$215.12
FOMIN FREDERICK & L J JT	030-320-008-000	$215.12
LEHR JUANITA	030-420-021-000	$215.12
ZILISCH EUNICE ANN TRUSTEE ZILISCH FAMILY TR ET AL	030-310-017-000	$216.58
ZILISCH LAWRENCE T & EUNICE ANNE JT	030-310-026-000	$215.12
ZILISCH LAWRENCE T & EUNICE ANNE FAMILY TR	030-310-027-000	$215.12
TAYLOR LORRAINE PEARLIE	030-340-019-000	$215.12
DUBIEL RICHARD M & JEANNETTE W	030-440-039-000	$215.12
MARKLEY RICK	030-520-036-000	$215.12

Attachment: Exhibit A (9990 : Public Hearing Approving CSA Delinquent Water Charges)

Exhibit B

Colusa County Service Area #2 - Stonyford
Delinquent Water Charges

PROPERTY OWNER	PARCEL NUMBER	AMOUNT
DAVIS JAMES L & JANET E JT	010-110-018-000	$90.90
RICHARDSON GAIL S	010-082-004-000	$411.22
CRINER ARCHIE ET AL	010-100-009-000	$622.94
HOLDEN SCORCHY JOE	010-071-010-000	$586.08
STRATOUDAKIS BERKLEY	010-062-012-000	$593.54
CRINER BARBARA M & ARCHIE G JT	010-100-010-000	$642.68

Attachment: Exhibit B (9990 : Public Hearing Approving CSA Delinquent Water Charges)

NOTICE OF PUBLIC HEARING

The Colusa County Board of Supervisors will hold a Public Hearing on Tuesday, September 3, 2024, at 9:30 a.m. in the County Board of Supervisors Chambers at 546 Jay Street, Suite 108, Colusa, Ca, 95932, to consider the addition of Colusa County Service Area #1 – Century Ranch and Colusa County Service Area #2 – Stonyford delinquent and unpaid water service charges to the 2024-25 County tax roll. Pursuant to County Code 20A-5 the Board shall hear and consider all objections and protests, if any. Upon conclusion of the hearing the Board may adopt, revise, charge, reduce or modify any charge and shall make its determination upon each charge as listed below:

Colusa County Service Area #1 - Century Ranch
Delinquent Water Charges

PROPERTY OWNER	PARCEL NUMBER	AMOUNT
MERGOGEY DAVID R	030-190-006-000	$11.00
WRIGHT FRANKLIN JR & LYNETTE A JT	030-260-018-000	$12.18
CHANHTHATHEP PHAYVANH	030-060-019-000	$59.32
MOORE JEFFREY R & LAVERNE M JT WROS	030-310-028-000	$40.22
RAMIREZ LUIS J & ANGEL ET AL	030-490-013-000	$64.26
VENTO PAUL & COULOMBE LAURA RUTH JT	030-420-025-000	$118.66
COX MICHAEL P	030-330-016-000	$255.04
RAY LORREN G JR & KIMBERLY D SIMMONS JT	030-200-027-000	$314.76
LIVELL LARRY	030-010-005-000	$393.20
DAWSON D E & SHIRLEY ANN JT	030-100-001-000	$535.74
KEELER DAVID	030-320-007-000	$510.86
NUTLEY CHRISTOPHER REVOCABLE LIVING TR	030-120-001-000	$510.86
GARCIA EMILY E	030-260-007-000	$510.86
GRAHAM STEVEN JR ET AL JT	030-060-015-000	$510.86
CRAWSHAW MICHAEL	030-120-036-000	$527.62
SANCHEZ MARIO ABURTO	030-410-011-000	$510.86
BROWN TIMMY ET AL	030-270-012-000	$17.48
GOLDING JOHN T	030-250-021-000	$25.10
MADRIGAL TRINIDAD VALENCIA	030-230-008-000	$33.94
NAZANINE MOVASSAGHI N	030-450-019-000	$66.88
REYES ALFREDO B	030-080-045-000	$179.22
TAYLOR LORRAINE OR DAVID OR JASON OR KELLER SUSAN	030-490-005-000	$215.12
FOMIN FREDERICK & L J JT	030-320-008-000	$215.12
LEHR JUANITA	030-420-021-000	$215.12
ZILISCH EUNICE ANN TRUSTEE ZILISCH FAMILY TR ET AL	030-310-017-000	$216.58
ZILISCH LAWRENCE T & EUNICE ANNE JT	030-310-026-000	$215.12
ZILISCH LAWRENCE T & EUNICE ANNE FAMILY TR	030-310-027-000	$215.12
TAYLOR LORRAINE PEARLIE	030-340-019-000	$215.12
DUBIEL RICHARD M & JEANNETTE W	030-440-039-000	$215.12
MARKLEY RICK	030-520-036-000	$215.12

Colusa County Service Area #2 - Stonyford
Delinquent Water Charges

PROPERTY OWNER	PARCEL NUMBER	AMOUNT
STONYFORD GRANGE #686	010-062-002-000	$46.58
KRISTOFORS KARL	010-062-018-000	$46.58
DAVIS JAMES L & JANET E JT	010-110-018-000	$90.90
LEDDINGTON WILLIAM WAYNE & CHERYL ANN JT	010-100-025-000	$394.98
RICHARDSON GAIL S	010-082-004-000	$411.22
CRINER ARCHIE ET AL	010-100-009-000	$622.94
HOLDEN SCORCHY JOE	010-071-010-000	$586.08
STRATOUDAKIS BERKLEY	010-062-012-000	$593.54
CRINER BARBARA M & ARCHIE G JT	010-100-010-000	$642.68

Upon such determination and passage of a Resolution confirming the determination, delinquencies shall become an assessment against the property.

Information regarding this Hearing may be obtained by contacting the Public Works Department at 1215 Market Street, Colusa, CA 95932, or at (530) 458-0466. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board. Written comments are invited and should be received no later than the date of the Public Hearing by the Clerk of the Board, 547 Market Street, Suite 102, Colusa, CA 95932 or email to boardclerk@countyofcolusaca.gov

Date: August 14, 2024

ORIGINAL SIGNED
Ann Nordyke, Chief Deputy Clerk

08/23/2024, 08/30/2024 · CCPR

Attachment: 09-03-24 PROOF Delinquent Water (9990 : Public Hearing Approving CSA Delinquent Water Charges)

COUNTY OF COLUSA, CA

3.1

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the August 20, 2024 Board of Supervisors Regular Meeting Minutes

Approve the August 20, 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 August 20, 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:

- 08-20-24 Minutes (PDF)

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



County of Colusa
Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Tiffany Jorgensen, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
BOARD OF SUPERVISORS
Minutes
August 20, 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 20th day of August 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. Wong introduces the Tri Counties Community Action Partnership and provides an update for the Board. **(Handouts on file in the Clerk's Office)**

Ms. Hessong on behalf of New California states concerns with slave trading violations, invasion and domestic violence.

REPORT OUT OF AUGUST 6, 2024 CLOSED SESSION

1. LIABILITY CLAIM - California Government Code section 54956.95. Claimants: James Bergren. Agency claimed against: Colusa County. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(a), *Estate of Haile Neil v. County of Colusa, et al.* United States District Court for the Eastern District of California, Case No. 2:19-CV-02441-TLN-DB. Counsel states direction given to staff with no reportable action.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391. Counsel states direction given to staff with no reportable action.

4. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. *Kelley McDowell v. County of Colusa, et.al.* Colusa County Superior

Attachment: 08-20-24 Minutes (10027 : Approve the August 20, 2024 BOS Regular Meeting Minutes)

Court Case Number CV24624. Counsel states direction given to staff with no reportable action.

5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter. Counsel states direction given to staff with no reportable action.

6. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**
CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matters. Counsel states direction given to staff with no reportable action.

7. 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-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

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

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

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

I. STAFF REPORTS

Assistant Sheriff Bradwell informs the Board the jail project broke ground on August 12, 2024 and they are beginning to bring equipment to the site. He introduces jail project manager, Julie Carden.

Ms. Carden invites the Board to tour the site of the jail project when they would like.

Ms. Tyler announces the official Groundbreaking Ceremony is taking place on September 5, 2024 at 10:00 a.m. at the jail.

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Ms. Allen states she went to Sacramento on August 19, 2024 to speak at the State Water Board hearing for the water rights for the Sites Project. She states she has an upcoming meeting with Sites JPA staff to talk about the Air Pollution Off-Site Mitigation Program for the air pollution portion of the Sites Project. She further states the legislation cycle is ending and she is watching for what is moved onto the floor, most importantly AB 2240. She states EPA has come out with their final designations and Colusa County has retained our attainment status with a score of 8.9 out of a 9.0 threshold.

Ms. Tyler states the County is in the process of installing a shade structure at the Princeton Library Park. She states the County received their annual Trindel audit and scored a 93 out of 100. She further reminds the Board of the employee carnival put on by the County Fun Committee which will be held at the Will S. Green Park on August 21, 2024 from 11a.m. to 2 p.m.

CONSENT AGENDA

Approve Consent Item No.'s 1 through 18.

1. BOARD OF SUPERVISORS
Approve the August 6, 2024 Board of Supervisors Regular Meeting Minutes.

2. BOARD OF SUPERVISORS
Appoint Gerry L. Nall (Dist. 3) to the Colusa County Planning Commission to fill an unexpired term, effective August 20, 2024 to January 31, 2025. **(Application received: Gerry L. Nall)**

3. HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-145** MOU between the Counties of **Butte, Colusa, Nevada, Sutter and Yuba** for Mutual Aid Plan Protocol for Disaster Support/Services Accommodation.

4. HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-146** 1st Amendment (AT-2223-06) with the **California Department of Aging** for the Access to Technology (ATT) Grant Program.

5. PUBLIC WORKS/ROAD DEPARTMENT/AIRPORT
Approve Contract No. **C24-147** assignment of Tee Hangar lease #15 to **Hold My Beer Flying Club LLC**, effective July 1, 2024.

6. PUBLIC WORKS/ROAD DEPARTMENT/AIRPORT
Approve Contract No. **C24-148** Transfer of Tee Hangar lease #17 to **Jasuma Farms** effective July 1, 2024.

7. PURCHASING AND PROCUREMENT/DISTRICT ATTORNEY
Approve Purchase Order # 08262024 for the sole source purchase of Axon Evidence in the amount of $43,012.80 to provide unlimited storage for the District Attorney's Office digital evidence and authorize the Purchasing Agent to sign.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-149** with **Restpadd Health Corp.** for inpatient psychiatric services, effective July 1, 2024.

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9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-150** 5th Modification with **Aurora Behavioral Healthcare-Santa Rosa LLC** for inpatient mental health care services, effective July 1, 2024.

10. PURCHASING AND PROCUREMENT/SHERIFF
Approve Contract No. **C24-151** Standard Agreement (No. 24-370-01) with the **California Department of Justice** for a Portable Evidential Breath Test, effective June 1, 2024 and authorize the Sheriff to sign.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-152** with **Auburn Counseling Services Inc.** for After Hours Language Line Access, Medi-Cal Compliance, Nutritional Education, and Patient Rights Advocate, effective July 1, 2024.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-153** 5th Modification with **Aegis Treatment Centers, LLC** to provide Drug Medi-Cal outpatient Medication Assisted Treatment to Colusa County beneficiaries.

13. PURCHASING AND PROCUREMENT/DHHS
Approve Contract No. **C24-154** Standard Agreement (No. 24-5029) with **California Department of Social Services** for services associated with the Resource Family Approval program for legal consultation and representation, effective July 1, 2024.

14. PURCHASING AND PROCUREMENT/DHSS
Approve Contract No. **C24-155** Standard Agreement (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.

15. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Adopt **Resolution No. 24-27** declaring eight vehicles from Colusa County Sheriff's Department as surplus county property and authorize the Purchasing Agent to dispose of same.

16. PURCHASING AND PROCUREMENT/PURCHASING
Approve Contract No. **C24-156** 1st Addendum to the Master Equity Lease Agreement with **Enterprise FM Trust** and authorize the Purchasing Agent to sign.

17. PURCHASING AND PROCUREMENT/DHHS
Approve Contract No. **C24-157** with **Colusa County Community Advocates for Parents & Children** for children and families to access prevention education and direct services through Evidence Based Practices, effective September 1, 2024.

18. TREASURER
Accept June and July 2024 Treasury Monthly Investment Report as presented.

Attachment: 08-20-24 Minutes (10027 : Approve the August 20, 2024 BOS Regular Meeting Minutes)

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

III. CLERK RECORDER/ELECTIONS

1. Acknowledge receipt of the County Clerk's Certification of Facts regarding the October 29, 2024 Colusa County Flood Control and Water Conservation District Zone 3 Landowner District Election, under Uniform District Law.

Comments received by Ms. Edwards.

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

CLERK RECORDER/ELECTIONS

2. Adopt **Resolution No. 24-28** Appointing 5 members to the Colusa County Flood Control and Water Conservation District Zone 3 Council in lieu of election pursuant to Elections Code 10515 et. seq.

Comments received by Ms. Edwards.

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

IV. PRESENTATIONS

CLERK RECORDER/ELECTIONS

1. Presentation by Cristy Edwards, Registrar of Voters, on Election Security.

Comments received by Ms. Edwards, Mr. Pankey and Ms. Tyler.

Chair Evans states he will continue Presentations after the scheduled Public Hearings.

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

COMMUNITY DEVELOPMENT DEPARTMENT

Chair Evans makes time for a Public Hearing and adoption of a Resolution implementing an amended Williamson Act program for 2025 pursuant to Government Code and directing Staff to take the necessary actions to implement said Amendment.

Comments received by Mr. Plucker.

9:39 a.m. Chair Evans opens the Public Hearing and calls for Public Comment.

Comments received by Mr. Marsh.

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

COMMUNITY DEVELOPMENT DEPARTMENT

1. Adopt **Resolution No. 24-29** implementing an amended Williamson Act program for 2025 pursuant to Government Code and directing Staff to take the necessary actions to implement said Amendment.

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	Boes
SECONDER:	Smith
AYES:	Evans, Boes, Smith
NAYS:	Corona, Bell

9:42 a.m. **PUBLIC HEARING**

Chair Evans makes time for a Public Hearing, Introduction and first reading by title only of a proposed Ordinance establishing the process to determine the refund amount of Building Permit fees.

Comments received by Mr. Plucker.

9:47 a.m. Chair Evans opens the Public Hearing and calls for Public Comment. Hearing none, Chair Evans closes the Public Hearing.

2. Approve introduction and first reading by title only of a proposed Ordinance establishing the process to determine the refund amount of Building Permit fees and direct County Counsel to prepare a summary for publication.

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

9:48 a.m. Supervisor Smith recuses herself and leaves the room.

9:48 a.m. **PUBLIC HEARING**

Chair Evans makes time for a Public Hearing, Introduction (by title only) and Passage of an Ordinance adopting a CEQA statutory exemption and amending the zoning classification of 40-acre parcel from Exclusive Agriculture to Exclusive Agriculture (E-A) - Small Residential Agricultural Parcel Overlay Zone.

Comments received by Mr. Plucker.

9:58 a.m. Chair Evans opens the Public Hearing and calls for Public Comment. Hearing none, Chair Evans closes the Public Hearing.

3. Adopt **Ordinance No. 836** adopting a CEQA statutory exemption and amending the zoning classification of 40-acre parcel from Exclusive Agriculture to Exclusive Agriculture (E-A) - Small Residential Agricultural Parcel Overlay Zone.

Attachment: 08-20-24 Minutes (10027 : Approve the August 20, 2024 BOS Regular Meeting Minutes)

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

10:00 a.m. Supervisor Smith rejoins the session and is now seated.

Chair Evans states he will now continue with Presentations.

Comments received by Ms. Hessong and Ms. Scheeler. **(Handouts on file in the Clerk's Office)**

COMMUNITY DEVELOPMENT DEPARTMENT/ECONOMIC DEVELOPMENT UNIT

2. Receive an informational update on the California Jobs First initiative (formerly the Community Economic Resilience Fund).

Comments received by Mr. Plucker, Ms. Wong and Mr. Spaur. **(Handout on file in Clerk's Office)**

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
950035156	Building & Grnds	EMCOR Svcs.	$2,373.8
950034773	Building & Grnds	EMCOR Svcs.	$1,040.37
950034983	Building & Grnds	EMCOR Svcs.	$1,189.50
950035085	Building & Grnds	EMCOR Svcs.	$3,984.00
950035086	Building & Grnds	EMCOR Svcs.	$6,467.00
INV0118663	Sheriff	CA Forensic Medical Grp.	$64,165.37
INV0119418	Sheriff	CA Forensic Medical Grp.	$64,165.37
8087	Health & Human Svcs.	Refined Technologies	$400.00

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

2. Approve FY 23/24 Revenue and Appropriations Inter-Budget adjustment IB-030. **(4/5 vote required)**

Comments received by Ms. Moore.

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

3. Approve FY 23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24187. **(4/5th vote required)**

Attachment: 08-20-24 Minutes (10027 : Approve the August 20, 2024 BOS Regular Meeting Minutes)

Comments received by Ms. Moore.

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

VI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings and functions attended:

- National Night Out
- CSAC Executive Committee
- Karen's House Meeting
- Meeting with Congressman LaMalfa
- Town Hall with Congressman LaMalfa
- Tax Share Ad-Hoc meeting
- Hospital Ad-Hoc meeting

Supervisor Smith

Meetings and functions attended:

- NCCC Meeting
- One Stop Executive Governing Board Meeting
- USDA Rural Development Meeting

Supervisor Bell

Meetings and functions attended:

- Donated to backpack project with Chamber of Commerce
- Janus Solar Ad-Hoc meeting
- Local Hazard Mitigation Plan meeting
- Met with City Council Members
- Met with Colusa Unified potential Board member
- Youth Firearm Safety Class
- Met with Airport Advisory Committee Member
- Supported Farmer's Market
- Drafted Grand Jury response
- Met with liaison/grant writer from Tribe on enhancing partnership
- Correspondence with constituents

Supervisor Corona

Meetings and functions attended:

- Behavioral Health Advisory Board Meeting
- Correspondence with constituents
- Addressed issue regarding road marking on the south end of Wyer Road
- Sports Expo in Arbuckle

Supervisor Evans

Meetings and functions attended:

- Sites Meetings
- Janus Solar Ad-Hoc meetings
- Meeting with Congressman LaMalfa
- Tax Annexation Ad-Hoc meetings

Attachment: 08-20-24 Minutes (10027 : Approve the August 20, 2024 BOS Regular Meeting Minutes)

Agenda Review

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states she had several conversations with Ms. Allen regarding AB2240, which is a Bill currently moving to Governor Newsom's desk. She states this Bill would convert migrant housing to a year-round farm worker housing complex.

Ms. Allen states the Tenant Council is against this Bill due to the County not having year round work for them.

Ms. Tyler stated this Bill is very problematic and states her intent to send a letter in opposition of this Bill. **(Handout on file in the Clerk's Office)**

Chair Evans declares a recess at 11:09 a.m. to reconvene in Closed Session.

VIII. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

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

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

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

Chair Evans adjourned the meeting at 1:29 p.m. to reconvene in Regular Session on September 3, 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: 08-20-24 Minutes (10027 : Approve the August 20, 2024 BOS Regular Meeting Minutes)

COUNTY OF COLUSA, CA

3.2

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: **Approve 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.**

Approve 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.

Detailed Description/Background of request

The agreement with the California Department of Food and Agriculture (CDFA) provides for the County to enforce all laws and regulations, including all registration requirements, pertaining to the industrial hemp cultivation in accordance with the Memorandum of Understanding(MOU) between the CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County-Industrial Hemp Cultivation Program"

The County will perform enforcement activities on non-compliant cultivation, including but not limited to overseeing the regulatory enforcement activities on non-registered growers, investigate non-compliance issues, cooordinate destruction activities of non-compliant plantings and notify the CDFA of enforcement activities on non-compliant plantings. The County will also perform public outreach activities and training of county personnel and submit monthly activity reports to CDFA.

This contract is effective July 1, 2024 thru June 30, 2026 and was received via email on August 6, 2024.

Prior Board Action

Approval of previous year contract.

Fiscal Impact/Funding Source

This is a budgeted item and the County will receive maximum payment in the amount of $5,183.36 for services performed within this contract over the next two fiscal years.

Action for the Clerk

Obtain signatures on one copy of the signature page and email with Exhibit A to:

lauren.boulanger@cdfa.ca.gov or mail to:

Lauren Boulanger
Grants Analyst
California Department of Food and Agriculture
Office of Grants Administration, Grant Awards Unit
1220 N Street, Room 120
Sacramento, CA 95814.

Return signed copy of signature page to Ag Commissioner's office, Attn: Dawn, upon return.

ATTACHMENTS:

- 24 25 Hemp (PDF)

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

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0410-000-SA

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, 2026

3. The maximum amount of this Agreement is: $5,183.36

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: 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)

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Grant recipient will register interested industrial hemp cultivators and enforce all laws and regulations pertaining to industrial hemp. This will help prevent any non-compliant plantings from entering the marketplace as industrial hemp.

Project Title: Industrial Hemp Cultivation Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Natalie Jacuzzi	Name:	Anastacia Allen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Colusa
Address:	1220 N Street, Room 220	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-518-3283	Phone:	530-458-0580
Email Address:	natalie.jacuzzi@cdfa.ca.gov	Email Address:	ccag@countyofcolusa.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Natalie Jacuzzi	Name:	Ryan Jennings
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Colusa
Address:	1220 N Street, Room 220	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-518-3283	Phone:	530-458-0580
Email Address:	natalie.jacuzzi@cdfa.ca.gov	Email Address:	rjennings@countyofcolusaca.gov

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

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

same facilities as other R&D activities and where such activities are not included in the instr 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 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

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 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

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 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

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

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

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

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

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

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

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

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

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

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

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

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

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

25. Amendments

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

26. Executive Order N-6-22 Russia Sanctions

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

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

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 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

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 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2024 – June 30, 2026

The Recipient agrees to enforce all laws and regulations pertaining to industrial hemp cultivation, including registration requirements, in accordance with the Memorandum of Understanding (MOU) between the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioners and Sealers Association entitled "State-County Industrial Hemp Cultivation Program."

The laws and regulations pertaining to the Industrial Hemp Program are contained in Division 24 of the Food and Agricultural Code and Title 3, Division 4, Chapter 8 of the California Code of Regulations (CCR). All forms, templates, guidelines, and MOU referenced in this document are available on the PHPPS industrial hemp extranet webpage (http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1449).

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

This Agreement is inclusive of the county's Agreement to perform activities approved by the CDFA as described in the projected scope of work and budget.

Key activities to be conducted under this Agreement include:

I. Personnel Activities
- **a. Registration and Renewal Issuance**
- **b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators**
- **c. Administrative Activities**
- **d. Public Outreach Activities**

II. Non-personnel
- **a. Supplies/Equipment**
- **b. Vehicle/Mileage**

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2024 – June 30, 2026

SECTION 1: PERSONNEL ACTIVITIES

a. **Completed Registration and Renewal Issuance**

The County agrees to perform the following in accordance with CDFA's guidelines:

1. Provide the industrial hemp application for registration, renewal, and registration amendments to interested parties.

2. Collect the registration/renewal fees if applicable along with the applications for registration and renewal.

3. Mail the registration/renewal fees collected along with the Payment Submission Form to the CDFA (1220 N Street, Sacramento, CA 95814, ATTN: Cashier – 85700CS004 or P.O. Box 942872, Sacramento, CA 94271-2872, ATTN: Cashier – 85700CS004) using a trackable mailing service for deposit into the Agriculture Fund within 15 days of collection.

4. Submit an electronic copy of the payment submission form to hempreporting@cdfa.ca.gov.

5. Confirm applicant, registrant, and key participants meet eligibility requirements to participate in the industrial hemp program

6. Review and verify the registration application and supporting documents, per CDFA's guidelines to ensure that all required information has been provided for registration, renewal, or registration amendment within 30 calendar days from the application submission date

7. Confirm cultivars listed on the registration application for growers meet the requirements outlined in 3 CCR Section 4920.

8. Issue a unique registration number and a Proof of Registration, Registration Cover Letter including a list of all of the approved key participants, cultivation sites, cultivars, variety development plans, research plans, and amendments to the applicants that have met the registration requirements.

9. After issuing the Proof of Registration, forward the applications, supporting documents, and proofs of registration to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days.

10. Maintain registration records for a minimum of 3 years from the date of collection.

Reimbursement of activities related to the issuance of registrations, renewals and amendments is contingent on the completion of these activities. After initiation of the registration process, Program will allow a grace period for up to three months to complete registration activities. After three months, no reimbursements will be provided until the renewal or registration process is completed.

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2024 – June 30, 2026

b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators

The County agrees to perform the following:

1. Oversee the regulatory enforcement activities related to the cultivation of industrial hemp by non-registered cultivators.

2. Investigate non-compliance issues pertaining to non-registered cultivators.

3. Issue a notice of violation and require a corrective action plan from the non-registered cultivators.

4. Coordinate destruction activities of non-compliant plantings grown by non-registered cultivators.

5. Notify the CDFA of enforcement activities of non-registered cultivators and forward all notices of violations to CDFA within 10 calendar days upon completion (hempreporting@cdfa.ca.gov).

c. Administrative Activities

1. Compiling and forwarding the supporting documents (planting reports, sample analysis request forms, harvest reports, and Corrective Action Plans) to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days upon completion.

2. Notify the CDFA of enforcement activities of registered cultivators and forward all notices of violations to CDFA within 10 calendar days upon completion (hempreporting@cdfa.ca.gov).

3. Forward all necessary documents for end of year data requirements from CDFA and United States Department of Agriculture

d. Public Outreach Activities

The County agrees to perform the following:

1. Develop educational material, publications, and resources related to local industrial hemp cultivation requirements for distribution.

2. Prepare and present pertinent information regarding local regulatory requirements for industrial hemp cultivation at public meetings.

Reimbursement of activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment

Supplies and equipment related to activities listed can be invoiced under this Agreement.

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2024 – June 30, 2026

b. Vehicle/Mileage
Mileage related to activities listed can be invoiced under this Agreement.

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Rev. 05/24

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

COUNTY HEMP REPORT

COUNTY:	MONTH/YEAR:

A. REGISTRATION ACTIVITIES					
TYPE	NEW REGISTRATIONS	AMENDMENTS	RENEWALS	NUMBER ISSUED	HOURS
NUMBER OF REGISTRANTS					
VETERAN EXEMPT REGISTRANTS					
EARI EXEMPT REGISTRANTS					
TOTAL HOURS FOR SECTION A					**0**

B. ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS		
ACTIVITY	NUMBER	HOURS
Investigating Complaints		
Sampling		
Site Inspections		
Destruction Confirmation		
Issue and/or submission of Notice of Violation (NOV)		
TOTAL HOURS FOR SECTION B		**0**

C. ADMINISTRATIVE ACTIVITIES		
ACTIVITY	NUMBER	HOURS
Compiling and sending hemp registrant documentation to CDFA		
TOTAL HOURS FOR SECTION C		**0**

D. PUBLIC OUTREACH ACTIVITIES			
ACTIVITY	CDFA APPROVAL DATE	NUMBER	HOURS
TOTAL HOURS FOR SECTION D			**0**

E. COMMENTS

TOTAL ACTIVITY HOURS (ADD TOTAL HOURS FOR SECTIONS A, B, C, D)	0

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Rev. 05/24

SUPPLEMENTAL SHEET TO
COUNTY HEMP REPORT

CDFA USE ONLY	
APPROVED BY:	
REGISTRATION REIMBURSEMENT:	
ENFORCEMENT REIMBURSEMENT:	
PUBLIC OUTREACH REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

REGISTRATION ACTIVITIES

NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST

NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0.00

ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS

NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST

NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0.00

ADMINISTRATIVE ACTIVITIES

NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST

NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0.00

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Supplemental Sheet 2 (Rev. 05/24)

COUNTY HEMP REPORT
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PUBLIC OUTREACH ACTIVITIES

NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST

NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0.00

SUPPLIES

SUPPLIES	ACTIVITY	PURCHASE DATE	COST

TOTAL COST:	0.00

TRAVEL MILEAGE

ACTIVITY	DATE	TOTAL MILEAGE	COST

TOTAL MILEAGE:	0.00	TOTAL COST:	0.00

GRAND TOTAL:	0.00

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

INSTRUCTIONS FOR COUNTY HEMP REPORT

County Hemp Report - Submit Monthly

Include time spent on activities related to enforcement of State Industrial Hemp Laws and Regulations. *Do not report time spent on inspections of hemp shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

Section A. Registration Activities

Report in this section the number of applicants whom applied for registration, registration renewal, or registration amendment, and the actual number of registrations, registration renewal, or registration amendment were approved. All time spent by the county personnel to provide registration, registration renewal, and registration amendment will be indicated in the last column. Registration actviities will include reviewing the application for the registration of industrial hemp cultivation, collecting registration fees, entering application information, verifying application information, and issuing registration number.

Section B. Enforcement Activities of Non-Registered Plantings

Report in this section the time spent by county personnel in enforcement activities for non-compliant plantings by non-registered cultivators and the number of occurances for each activity. Enforcement activities include but are not limited to investigation of public complaints, site inspections, sampling, and destruction confirmation.

Any enforcement activities regarding non-compliant plantings by non-registered cultivators must be entered into the supplemental sheet. In the supplemental sheet, list all county personnel's name and classifications along with the their salary and benefit per hour and provide the total hours worked for each county personnel.

All supplies and travel mileage related to the enforcement activities should be entered in the supplemental sheet under Supplies and Equipment and Travel Mileage.

Section C. Administrative Activities

Report in this section activities that include compiling and forwarding the supporting documents (planting reports, sample analysis request forms, harvest reports, and Corrective Action Plans) to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days upon completion.

Section D. Public Outreach Activities

Report in this section activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

Section E. Comments

Use this section to report any additional information regarding industrial hemp cultivation related activities, which is pertinent but not reported in the sections above.

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

Date

To: Industrial Hemp Program
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street
Sacramento, CA 95814

County of _____
Cooperative Agreement Number XX-XXXX-000-SA
Fiscal Year 20XX-XX
Invoice for Period from XX/XX/XXXX to XX/XX/XXXX
Invoice Number _____

Personnel Services			
Name/Classification	**Hours Worked**	**Salary including Benefits per hour**	**Total**
			$ -
			$ -
			$ -
		Total Personnel Services Cost	**$ -**

Supplies	
Item Description	**Total**
	0
	0
	0
Total Supplies Cost	**$ -**

Vehicle Mileage		
Total Mileage	**Reimbursement Rate**	**Total**
	$0.670	$
	$0.670	$ -
	$0.670	$ -
	Total Travel Cost	**$ -**

Total Personnel Services:	$ -
Total Overhead Cost (up to 25% of Total Personnel Services):	$ -
Total Supplies Cost:	$ -
Total Travel Cost:	$ -
Grand Total (not to exceed agreement amount):	$ -

Please remit payment to

County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

_____
(Original Signature), (Title)

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation ag

Industrial Hemp Program
County Work Plan
July 1, 2024 through June 30, 2026
County: Colusa
Agricultural Commissioner/Sealer: M. Anastacia Allen
Agreement Manager: Ryan Jennings

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

	FY 2024-25	FY 2025-26	Total Cost
Personnel Services	$ 2,009.34	$ 2,009.34	$ 4,018.68
Travel	$ -	$ -	$ -
Equipment	$ 50.00	$ 50.00	$ 100.00
Supplies	$ 30.00	$ 30.00	$ 60.00
Contractual	$ -	$ -	$ -
Other	$ -	$ -	$ -
Subtotal	**$ 2,089.34**	**$ 2,089.34**	**$ 4,178.68**
Indirect Costs	**$ 502.34**	**$ 502.34**	**$ 1,004.68**
Grant Agreement Total:	**$ 2,591.68**	**$ 2,591.68**	**$ 5,183.36**

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

Industrial Hemp Program
County Work Plan
July 1, 2024 through June 30, 2026
County: Colusa
Agricultural Commissioner/Sealer: M. Anastacia Allen
Agreement Manager: Ryan Jennings

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural Commissioner	$ 68.31	$ 45.78	$ 114.09	12.00	$ 1,369.08
Assistant Agricultural Commissioner	$ 57.05	$ 38.17	$ 95.22	25.00	$ 2,380.50
Administrative Technician	$ 28.90	$ 24.92	$ 53.82	5.00	$ 269.10
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -

Total Hours/Cost:	42.00	$ 4,018.68
Insert Overhead Cost Percentage[1]:		25%
Estimated Cost[2]:		$ 5,023.35

Attachment: 24 25 Hemp (10000 : 2024-26 Industrial Hemp Cultivation agreement)

COUNTY OF COLUSA, CA

3.3

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: **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)**

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)**

Detailed Description/Background of request

Mr. Muir and Mr. Myers have submitted an application for reappointment to the Colusa County Airport Advisory Committee to serve 4-year terms effective September 1, 2024 through August 31, 2028.

The Airport Advisory Committee By-laws list the following qualifications required for an applicant to be eligible for appointment:

"Committee Members shall be residents of Colusa County. At least 4 members shall have expertise in aviation, who by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates an airport."

Both Mr. Muir and Mr. Myers meet the eligibility requirements and have expertise in aviation. This vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 22, 2023.

Prior Board Action

Mr. Muir and Mr. Myers were previously appointed on September 1, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Gene Muir 232 Cynthia Drive, Colusa, CA 95932 and Mr. Myers 3 Lacey Court, Colusa, CA 95932. Notify Airport Manager and

CDD Director.

ATTACHMENTS:

- Application for Gene Muir (PDF)
- Application for David Myers (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
JUL 26 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Airport advisory Committee

NAME OF APPLICANT: Gene Muir

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: 232 Cynthia Dr.

CITY: Colusa

PHONE: 530.908-1058

E-MAIL: genemuir@gmail.com

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

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☑ **Notes:**

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

I would like to continue to be a member of the Committee so as to help the county and hopefully keep the Airport operating as well as possible

Office Use Only:
APPOINTED ☐ TERM DATE: _____
☐ FILLING UNEXPECTED VACANCY
NOT APPOINTED ☐ NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: Application for Gene Muir (9975 : Appointment to the Airport Advisory Committee)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
AUG 26 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: ~~David Myers~~ Colusa Co. Airport Advisory Committe

NAME OF APPLICANT: David Myers

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: 3 Lacey Ct

CITY: Colusa CA. 95932

PHONE: 530-682-2718

E-MAIL: david@colrice.com

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

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ **Notes:** Jonice Bell

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

Office Use Only:

APPOINTED ☐ TERM DATE: _____

☐ FILLING UNEXPECTED VACANCY

NOT APPOINTED ☐ NOTES: _____

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

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: Application for David Myers (9975 : Appointment to the Airport Advisory Committee)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Board of Supervisors

FROM: Tiffany Jorgensen

SUBJECT: **Ratify Axon Master Services and Purchasing Agreement with Axon Evidence to provide unlimited storage for the District Attorney's Office digital evidence signed by the Purchasing Agent.**

Ratify Axon Master Services and Purchasing Agreement with **Axon Evidence** to provide unlimited storage for the District Attorney's Office digital evidence signed by the Purchasing Agent.

Detailed Description/Background of request

On August 20, 2024, the Board approved the Purchase Order for the sole source purchase of Avon Evidence in the amount of $43,012.80 to provide unlimited storage to the District Attorney's Office. The approval of the Master Services and Purchasing Agreement was inadvertently left out of the Action Requested.

Axon Evidence is a secure, centralized, cloud-based solution for storing, managing, investigating and sharing digital evidence. The DA has used the free version of Axon Evidence for the past 2 years. The free version does not have storage capabilities and there is an immediate need for long-term storage. Additionally, the DA will be able to provide access links to other outside agencies and businesses to upload digital evidence.

Prior Board Action

Purchase Order #08262024 was approved by the Board on August 20, 2024.

Fiscal Impact/Funding Source

Budgeted 001-53231-516

Total cost of $43,012.80 for 60 months.

Action for the Clerk

Number contract, scan and send to Axon Evidence for signature.

Email to Nathan Coady:
ncoady@axon.com <mailto:ncoady@axon.com

ATTACHMENTS:

- Axon Master Services and Purchase Agreement (PDF)

Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master Services and Purchasing Agreement)

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master Services and Purchasing Agreement)

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master Services and Purchasing Agreement)

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master Services and Purchasing Agreement)

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: Wendy G. Tyler

Name: Wendy G. Tyler

Title: Purchasing Agent

Date: 8/28/24

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master Services and Purchasing Agreement)

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

   a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.

   c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence management systems or records.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

   a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master Services and Purchasing Agreement)

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. (**"Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

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a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud

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Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

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• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

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Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

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personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.

6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.

8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.

10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

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termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server**.

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements**. Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.

   1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.
5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

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FUSUS APPENDIX

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

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Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

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10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content**. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

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5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures**. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response**. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities**. Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

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immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

10. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

11. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

12. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

13. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

14. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

15. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

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Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
51608202024

PURCHASE ORDER

VENDOR	
NAME	Axon Enterprise, Inc.
ADDRESS	17800 N 85th St.
	Scottsdale, Arizona 85255
PHONE	800-978-2737

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 District Attorney's Office**
Contact	**Dave Salm**
Address	**310 6th St., Colusa, Ca, 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
8/20/2024	Molly West			30 Days

QTY	TERM	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
12	60		Axon Evidence - Unlimited Storage		43,012.80

BASED ON ATTACHED QUOTE #Q-593577-45503.823NC

SUBTOTAL	43,012.80
DELIVERY	0.00
CA Sales Tax .0875%	0.00
TOTAL	43,012.80

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

Authorized by

8/28/24
Date

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-593577-45503.823NC

Issued: 07/30/2024

Quote Expiration:

Estimated Contract Start Date: 08/26/2024

Account Number: 556957

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Colusa County (CA) District Attorney's Office 310 6th St Colusa, CA 95932-2431 USA	Colusa County (CA) District Attorney's Office 310 6th St Colusa CA 95932-2431 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kai Dingman Phone: Email: kdingman@axon.com Fax:	Dave Salm Phone: 530-458-0552 Email: dsalm@colusada.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$43,012.80
ESTIMATED TOTAL W/ TAX	$43,012.80

Discount Summary

Average Savings Per Year	$20.16
TOTAL SAVINGS	$100.80

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Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	$7,941.33	$0.00	$7,941.33
Aug 2025	$8,258.98	$0.00	$8,258.98
Aug 2026	$8,589.34	$0.00	$8,589.34
Aug 2027	$8,932.92	$0.00	$8,932.92
Aug 2028	$9,290.23	$0.00	$9,290.23
Total	**$43,012.80**	**$0.00**	**$43,012.80**

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master

Quote Unbundled Price:	**$43,113.60**
Quote List Price:	**$43,113.60**
Quote Subtotal:	**$43,012.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
UnlimAll	AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	12	60		$59.88	$59.74	$43,012.80	$0.00	$43,012.80
Total							**$43,012.80**	**$0.00**	**$43,012.80**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	12	08/26/2024	08/25/2029
AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	73686	AXON EVIDENCE - STORAGE - FIRST PARTY UNLIMITED	12	08/26/2024	08/25/2029

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	310 6th St	Colusa	CA	95932-2431	USA

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	UnlimAll	AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	12	$7,941.33	$0.00	$7,941.33
Invoice Upon Fulfillment	UnlimAll	AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	12	$0.00	$0.00	$0.00
Total				**$7,941.33**	**$0.00**	**$7,941.33**

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	UnlimAll	AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	12	$8,258.98	$0.00	$8,258.98
Total				**$8,258.98**	**$0.00**	**$8,258.98**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	UnlimAll	AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	12	$8,589.34	$0.00	$8,589.34
Total				**$8,589.34**	**$0.00**	**$8,589.34**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	UnlimAll	AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	12	$8,932.92	$0.00	$8,932.92
Total				**$8,932.92**	**$0.00**	**$8,932.92**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	UnlimAll	AXON EVIDENCE - UNLIMITED STORAGE - INCLUDES AXON PARTNER API ACCESS	12	$9,290.23	$0.00	$9,290.23
Total				**$9,290.23**	**$0.00**	**$9,290.23**

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master

Signature

8/29/24
Date Signed

7/30/2024

Attachment: Axon Master Services and Purchase Agreement [Revision 1] (10051 : Ratify Axon Master

COUNTY OF COLUSA, CA

3.5

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: **Approve 13th Modification with California Forensic Medical Group (CFMG) for Inmate Medical Services, adding staffing, extending term, and increasing cost, effective July 1, 2024.**

Approve 13th Modification with **California Forensic Medical Group (CFMG)** for Inmate Medical Services, adding staffing, extending term, and increasing cost, effective July 1, 2024.

Detailed Description/Background of request

The current jail medical services contract with CFMG (also known as Wellpath) expired on June 30, 2024. The original contract C11-169 was entered into on July 1, 2011 and has been modified twelve times. We have not included all of the modifications, however they are available in the Board Clerk's office should you desire to review them.

This modification includes a CPI adjustment of 4.7% as called for in the agreement, salary increases so the contractor is paying the statutorily required heathcare wages, and also to remain competitive in the staffing market, as well as an increase in the number of hours of LVN coverage from 56 per week to 84 . This brings the total contract price to $951,554.76. This price was negotiated down from $1.33 million.

Under these new terms CFMG will provide nursing coverage in the jail 7 days per week (a total of 124 hours per week), providing sick call coverage, medication distribution, screening for communicable disease, etc. The nursing staff is supervised by a medical director (approx. 4 hours per week), and there is a clerical position (4 hours per week). Pharmaceuticals (non-psychotic) and medical supplies are included in the contract pricing.

CFMG has had difficult filling the LVN position at 8 hours, as it is the industry standard that shift are normally 12 hours. While we are proposing to agree to the 12 hour shifts, we have also added language into the contract that will require CFMG to credit (or reimburse) the County for any staffing hours that are not worked.

Prior Board Action

C11-169 original contract was approved July 1, 2011. Since that time there have been 12 modifications to the contract. All modifications are not provided as back-up due to the file size, however the original agreement (C11-169) as well as the most recent amendment are provided for your information.

Fiscal Impact/Funding Source

Costs are budgeted in the jail budget, but are funded with realignment funding through DHHS

Action for the Clerk

ATTACHMENTS:

- 13TH Modification to Agreement(DOCX)
- EX C - Staffing matrix (PDF)
- EX D - Sample Punch Detail (PDF)
- EX E - Sample Tableau Staffing Report (PDF)
- C23-158 12th Mod. California Forensic Medical Group, Inc (PDF)
- C11-169 (PDF)

Thirteenth Modification of Inmate Medical Services Contract

This Thirteenth Modification of the Inmate Medical Services contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and California Forensic Medical Group, Inc. ("Contractor"), a California corporation.

Background

On July 1, 2011, the parties executed Contract C11-169 for the Contractor to provide County with medical services of the Colusa County Adult Detention Facility (“Contract”). This agreement has been modified twelve times since that date, for multiple time extension, cost increases and staffing changes.

The existing agreement between the parties expired on June 30, 2024, however Contractor has continued to provide services on the terms and conditions under the existing contract with the understanding that a modification as detailed below would be presented for retroactive enactment.

The parties now with to execute a thirteenth modification to extend the termination date, increase the compensation paid to Contractor add additional language concerning provision of medical records, staffing reports, and credit for unworked staff hours.

Modification

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

1. Section 1.01 is modified to extend the agreement through June 30, 2025.
2. Section 2.02 is modified by replacing Exhibit C, with a new Exhibit C “Staffing Pattern” attached hereto.
3. Section 2.06 is modified by deleting the phrase “Exhibit A” and inserting in place thereof “Exhibit C”.
4. Section 2.07(a) is modified by deleting the section in its entirety and replacing with the following:

   > “(a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records per current HIPAA regulations. During the term of this agreement the County shall have access to inmate medical records, including all initial intake documentation. Such access shall be provided to Behavioral Health staff, and to County Counsel or to any person designated in writing by County Counsel.”

5. Section 2.08 is modified by adding subsection (k) as follows:

   > “(k) Company will provide quarterly reconciliation reports to Client by the 15th of the month following the end of quarter, which details the total

Attachment: 13TH Modification to Agreement (10023 : 13th Mod California Forensic Medical Group - Jail Health)

number of hours worked during the quarter including date and times worked, by job classification. Sample reports are attached hereto as Exhibits D and E."

6. Section 3.01 is modified by deleting the section in its entirety and replacing with the following:

"3.01. (a) In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $951,554.76. The per diem rate is $2.43. Payment of twenty-five percent ($237,888.69) payable within thirty days of full execution of this modification, followed by nine equal installments ($72,296.23) of the remainder, on or before the tenth day of each month.

(b) Contractor shall provide County with a credit for any unworked staff hours hours during each calendar quarter, based on the total number of hours worked in the quarter versus the total hours required by the Staffing Matrix (Exhibit C) during the same period, as evidenced by the Tableau Staffing Report and Punch Detail Report provided as required by section 2.08. The amount of the credit shall equal the fully loaded hourly wages (including benefits) total of hourly wages of unworked hours, per job classification. The credit shall be applied to the next invoice provided to County by Contractor, following the quarterly reconciliation report. Any amounts owing to County for the final quarter of the Agreement shall be paid by Contractor within 30 days of the agreement termination."

COUNTY OF COLUSA

_____Date:_____

Gary J. Evans, Chair

APPROVED AS TO FORM

_____

Richard Stout, County Counsel

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

_____Date:_____

Signature

_____

Printed Name and Title

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

_____

Clerk

Attachment: 13TH Modification to Agreement (10023 : 13th Mod California Forensic Medical Group - Jail Health)

EXHIBIT C

Staffing Matrix

Title	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Week	FTE's
Medical Director/Physician	4							4	0.1
Charge RN/FNP	8	8	8	8	8			40	1
Clerical		4						4	0.1
LVN	12	12	12	12	12	12	12	84	2.1
TOTAL	24	24	20	20	20	12	12	**132**	**3.3**

Attachment: EX C - Staffing matrix (10023 : 13th Mod California Forensic Medical Group - Jail Health)

EXHIBIT D

Site	Empno	EmployeeName	refdate	startdatetime	enddatetime	payCode	Duration (in hours)
6115- Your County	1044055	Employee 1	4/2/2024	4/2/2024 6:07:00 PM	4/3/2024 12:00:00 AM	REG3	5.883333333
6115- Your County	1044055	Employee 1	4/2/2024	4/3/2024 12:00:00 AM	4/3/2024 2:00:00 AM	REG3	2
6115- Your County	1044055	Employee 1	4/2/2024	4/3/2024 2:30:00 AM	4/3/2024 6:30:00 AM	REG3	4
6115- Your County	1044055	Employee 1	4/2/2024	4/3/2024 6:30:00 AM	4/3/2024 6:37:00 AM	REG1	0.116666667
6115- Your County	1044055	Employee 1	4/2/2024	4/3/2024 6:37:00 AM	4/3/2024 6:48:00 AM	REG-DT	0.183333333
6115- Your County	1044055	Employee 1	4/3/2024	4/3/2024 6:07:00 PM	4/4/2024 12:00:00 AM	REG3	5.883333333
6115- Your County	1044055	Employee 1	4/3/2024	4/4/2024 12:00:00 AM	4/4/2024 2:05:00 AM	REG3	2.083333333
6115- Your County	1044055	Employee 1	4/3/2024	4/4/2024 2:35:00 AM	4/4/2024 6:30:00 AM	REG3	3.916666667
6115- Your County	1044055	Employee 1	4/3/2024	4/4/2024 6:30:00 AM	4/4/2024 6:37:00 AM	REG1	0.116666667
6115- Your County	1044055	Employee 1	4/3/2024	4/4/2024 6:37:00 AM	4/4/2024 7:12:00 AM	REG-DT	0.583333333
6115- Your County	1044055	Employee 1	4/4/2024	4/4/2024 6:06:00 PM	4/5/2024 12:00:00 AM	REG3	5.9
6115- Your County	1044055	Employee 1	4/4/2024	4/5/2024 12:00:00 AM	4/5/2024 2:00:00 AM	REG3	2
6115- Your County	1044055	Employee 1	4/4/2024	4/5/2024 2:30:00 AM	4/5/2024 6:30:00 AM	REG3	4
6115- Your County	1044055	Employee 1	4/4/2024	4/5/2024 6:30:00 AM	4/5/2024 6:36:00 AM	REG1	0.1
6115- Your County	1044055	Employee 1	4/4/2024	4/5/2024 6:36:00 AM	4/5/2024 7:29:00 AM	REG-DT	0.883333333
6115- Your County	1044055	Employee 1	4/11/2024	4/11/2024 6:09:00 PM	4/12/2024 12:00:00 AM	REG3	5.85
6115- Your County	1044055	Employee 1	4/11/2024	4/12/2024 12:00:00 AM	4/12/2024 1:31:00 AM	REG3	1.516666667
6115- Your County	1044055	Employee 1	4/11/2024	4/12/2024 2:02:00 AM	4/12/2024 6:30:00 AM	REG3	4.466666667
6115- Your County	1044055	Employee 1	4/11/2024	4/12/2024 6:30:00 AM	4/12/2024 6:40:00 AM	REG1	0.166666667
6115- Your County	1044055	Employee 1	4/11/2024	4/12/2024 6:40:00 AM	4/12/2024 6:51:00 AM	REG-DT	0.183333333
6115- Your County	1044055	Employee 1	4/12/2024	4/12/2024 6:05:00 PM	4/13/2024 12:00:00 AM	REG3	5.916666667
6115- Your County	1044055	Employee 1	4/12/2024	4/13/2024 12:00:00 AM	4/13/2024 2:00:00 AM	REG3	2
6115- Your County	1044055	Employee 1	4/12/2024	4/13/2024 2:30:00 AM	4/13/2024 6:30:00 AM	REG3	4
6115- Your County	1044055	Employee 1	4/12/2024	4/13/2024 6:30:00 AM	4/13/2024 6:35:00 AM	REG1	0.083333333
6115- Your County	1044055	Employee 1	4/12/2024	4/13/2024 6:35:00 AM	4/13/2024 6:49:00 AM	REG-DT	0.233333333
6115- Your County	1044055	Employee 1	4/13/2024	4/13/2024 6:03:00 PM	4/14/2024 12:00:00 AM	REG3	5.95
6115- Your County	1044055	Employee 1	4/13/2024	4/14/2024 12:00:00 AM	4/14/2024 2:20:00 AM	REG3	2.333333333
6115- Your County	1044055	Employee 1	4/13/2024	4/14/2024 2:50:00 AM	4/14/2024 6:30:00 AM	REG3	3.666666667
6115- Your County	1044055	Employee 1	4/13/2024	4/14/2024 6:30:00 AM	4/14/2024 6:33:00 AM	REG1	0.05
6115- Your County	1044055	Employee 1	4/13/2024	4/14/2024 6:33:00 AM	4/14/2024 7:33:00 AM	REG-DT	1
6115- Your County	1044055	Employee 1	4/16/2024	4/16/2024 6:08:00 PM	4/17/2024 12:00:00 AM	REG3	5.866666667
6115- Your County	1044055	Employee 1	4/16/2024	4/17/2024 12:30:00 AM	4/17/2024 6:30:00 AM	REG3	6
6115- Your County	1044055	Employee 1	4/16/2024	4/17/2024 6:30:00 AM	4/17/2024 6:38:00 AM	REG1	0.133333333
6115- Your County	1044055	Employee 1	4/16/2024	4/17/2024 6:38:00 AM	4/17/2024 6:53:00 AM	REG-DT	0.25
6115- Your County	1044055	Employee 1	4/17/2024	4/17/2024 6:06:00 PM	4/18/2024 12:00:00 AM	REG3	5.9
6115- Your County	1044055	Employee 1	4/17/2024	4/18/2024 12:00:00 AM	4/18/2024 1:41:00 AM	REG3	1.683333333
6115- Your County	1044055	Employee 1	4/17/2024	4/18/2024 2:11:00 AM	4/18/2024 6:30:00 AM	REG3	4.316666667
6115- Your County	1044055	Employee 1	4/17/2024	4/18/2024 6:30:00 AM	4/18/2024 6:36:00 AM	REG1	0.1
6115- Your County	1044055	Employee 1	4/17/2024	4/18/2024 6:36:00 AM	4/18/2024 6:56:00 AM	REG-DT	0.333333333
6115- Your County	1044055	Employee 1	4/18/2024	4/18/2024 6:09:00 PM	4/19/2024 12:00:00 AM	REG3	5.85
6115- Your County	1044055	Employee 1	4/18/2024	4/19/2024 12:00:00 AM	4/19/2024 2:00:00 AM	REG3	2
6115- Your County	1044055	Employee 1	4/18/2024	4/19/2024 2:30:00 AM	4/19/2024 6:30:00 AM	REG3	4
6115- Your County	1044055	Employee 1	4/18/2024	4/19/2024 6:30:00 AM	4/19/2024 6:39:00 AM	REG1	0.15
6115- Your County	1044055	Employee 1	4/18/2024	4/19/2024 6:39:00 AM	4/19/2024 6:45:00 AM	REG-DT	0.1
6115- Your County	1044055	Employee 1	4/21/2024	4/21/2024 6:04:00 PM	4/22/2024 12:00:00 AM	REG3	5.933333333
6115- Your County	1044055	Employee 1	4/21/2024	4/22/2024 12:00:00 AM	4/22/2024 2:06:00 AM	REG3	2.1
6115- Your County	1044055	Employee 1	4/21/2024	4/22/2024 2:36:00 AM	4/22/2024 6:30:00 AM	REG3	3.9
6115- Your County	1044055	Employee 1	4/21/2024	4/22/2024 6:30:00 AM	4/22/2024 6:34:00 AM	REG1	0.066666667
6115- Your County	1044055	Employee 1	4/21/2024	4/22/2024 6:34:00 AM	4/22/2024 6:53:00 AM	REG-DT	0.316666667
6115- Your County	1044055	Employee 1	4/22/2024	4/22/2024 6:05:00 PM	4/23/2024 12:00:00 AM	REG3	5.916666667
6115- Your County	1044055	Employee 1	4/22/2024	4/23/2024 12:00:00 AM	4/23/2024 1:31:00 AM	REG3	1.516666667
6115- Your County	1044055	Employee 1	4/22/2024	4/23/2024 2:01:00 AM	4/23/2024 6:29:00 AM	REG3	4.466666667
6115- Your County	1044055	Employee 1	4/23/2024	4/23/2024 6:06:00 PM	4/24/2024 12:00:00 AM	REG3	5.9
6115- Your County	1044055	Employee 1	4/23/2024	4/24/2024 12:00:00 AM	4/24/2024 2:10:00 AM	REG3	2.166666667
6115- Your County	1044055	Employee 1	4/23/2024	4/24/2024 2:40:00 AM	4/24/2024 6:30:00 AM	REG3	3.833333333
6115- Your County	1044055	Employee 1	4/23/2024	4/24/2024 6:30:00 AM	4/24/2024 6:36:00 AM	REG1	0.1
6115- Your County	1044055	Employee 1	4/23/2024	4/24/2024 6:36:00 AM	4/24/2024 6:44:00 AM	REG-DT	0.133333333
6115- Your County	1044055	Employee 1	4/30/2024	4/30/2024 6:11:00 PM	5/1/2024 12:00:00 AM	REG3	5.816666667
6115- Your County	1044055	Employee 1	4/30/2024	5/1/2024 12:00:00 AM	5/1/2024 2:00:00 AM	REG3	2
6115- Your County	1044055	Employee 1	4/30/2024	5/1/2024 2:30:00 AM	5/1/2024 6:30:00 AM	REG3	4
6115- Your County	1044055	Employee 1	4/30/2024	5/1/2024 6:30:00 AM	5/1/2024 6:35:00 AM	REG1	0.083333333
6115- Your County	1043480	Employee 2	4/1/2024	4/1/2024 5:34:00 AM	4/1/2024 10:00:00 AM	REG1	4.433333333
6115- Your County	1043480	Employee 2	4/1/2024	4/1/2024 10:30:00 AM	4/1/2024 6:04:00 PM	REG1	7.566666667
6115- Your County	1043480	Employee 2	4/1/2024	4/1/2024 6:04:00 PM	4/1/2024 6:22:00 PM	REG-DT	0.3
6115- Your County	1043480	Employee 2	4/2/2024	4/2/2024 5:30:00 AM	4/2/2024 6:30:00 AM	REG3	1
6115- Your County	1043480	Employee 2	4/2/2024	4/2/2024 6:30:00 AM	4/2/2024 10:05:00 AM	REG1	3.583333333
6115- Your County	1043480	Employee 2	4/2/2024	4/2/2024 10:35:00 AM	4/2/2024 5:24:00 PM	REG1	6.816666667
6115- Your County	1043480	Employee 2	4/3/2024	4/3/2024 8:00:00 AM	4/3/2024 12:00:00 PM	REG1	4
6115- Your County	1043480	Employee 2	4/7/2024	4/7/2024 12:00:00 AM	4/7/2024 12:00:00 AM	PTO	8
6115- Your County	1043480	Employee 2	4/8/2024	4/8/2024 5:16:00 AM	4/8/2024 6:30:00 AM	REG3	1.233333333
6115- Your County	1043480	Employee 2	4/8/2024	4/8/2024 6:30:00 AM	4/8/2024 10:03:00 AM	REG1	3.55

Attachment: EX D - Sample Punch Detail (10023 : 13th Mod California Forensic Medical Group - Jail Health)

6115- Your County	1043480	Employee 2	4/8/2024	4/8/2024 10:35:00 AM	4/8/2024 5:48:00 PM	REG1	7.216666667
6115- Your County	1043480	Employee 2	4/8/2024	4/8/2024 5:48:00 PM	4/8/2024 6:17:00 PM	REG-DT	0.483333333
6115- Your County	1043480	Employee 2	4/9/2024	4/9/2024 5:30:00 AM	4/9/2024 6:30:00 AM	REG3	1
6115- Your County	1043480	Employee 2	4/9/2024	4/9/2024 6:30:00 AM	4/9/2024 10:05:00 AM	REG1	3.583333333
6115- Your County	1043480	Employee 2	4/9/2024	4/9/2024 10:34:00 AM	4/9/2024 5:59:00 PM	REG1	7.416666667
6115- Your County	1043480	Employee 2	4/9/2024	4/9/2024 5:59:00 PM	4/9/2024 6:41:00 PM	REG-DT	0.7
6115- Your County	1043480	Employee 2	4/10/2024	4/10/2024 10:00:00 AM	4/10/2024 2:00:00 PM	REG1	4
6115- Your County	1043480	Employee 2	4/12/2024	4/12/2024 12:00:00 AM	4/12/2024 12:00:00 AM	TRN	2
6115- Your County	1043480	Employee 2	4/14/2024	4/14/2024 5:30:00 AM	4/14/2024 6:30:00 AM	REG3	1
6115- Your County	1043480	Employee 2	4/14/2024	4/14/2024 6:30:00 AM	4/14/2024 10:00:00 AM	REG1	3.5
6115- Your County	1043480	Employee 2	4/14/2024	4/14/2024 10:31:00 AM	4/14/2024 6:01:00 PM	REG1	7.5
6115- Your County	1043480	Employee 2	4/14/2024	4/14/2024 6:01:00 PM	4/14/2024 6:14:00 PM	REG-DT	0.216666667
6115- Your County	1043480	Employee 2	4/15/2024	4/15/2024 5:05:00 AM	4/15/2024 6:30:00 AM	REG3	1.416666667
6115- Your County	1043480	Employee 2	4/15/2024	4/15/2024 6:30:00 AM	4/15/2024 10:08:00 AM	REG1	3.633333333
6115- Your County	1043480	Employee 2	4/15/2024	4/15/2024 10:39:00 AM	4/15/2024 5:36:00 PM	REG1	6.95
6115- Your County	1043480	Employee 2	4/15/2024	4/15/2024 5:36:00 PM	4/15/2024 6:31:00 PM	REG-DT	0.916666667
6115- Your County	1043480	Employee 2	4/16/2024	4/16/2024 5:45:00 AM	4/16/2024 10:02:00 AM	REG1	4.283333333
6115- Your County	1043480	Employee 2	4/16/2024	4/16/2024 10:32:00 AM	4/16/2024 6:15:00 PM	REG1	7.716666667
6115- Your County	1043480	Employee 2	4/16/2024	4/16/2024 6:15:00 PM	4/16/2024 6:18:00 PM	REG-DT	0.05
6115- Your County	1043480	Employee 2	4/21/2024	4/21/2024 5:45:00 AM	4/21/2024 10:00:00 AM	REG1	4.25
6115- Your County	1043480	Employee 2	4/21/2024	4/21/2024 10:30:00 AM	4/21/2024 11:00:00 AM	REG1	0.5
6115- Your County	1043480	Employee 2	4/21/2024	4/21/2024 11:00:00 AM	4/21/2024 11:30:00 AM	REG1	0.5
6115- Your County	1043480	Employee 2	4/21/2024	4/21/2024 11:30:00 AM	4/21/2024 6:15:00 PM	REG1	6.75
6115- Your County	1043480	Employee 2	4/21/2024	4/21/2024 6:15:00 PM	4/21/2024 6:27:00 PM	REG-DT	0.2
6115- Your County	1043480	Employee 2	4/22/2024	4/22/2024 5:20:00 AM	4/22/2024 6:30:00 AM	REG3	1.166666667
6115- Your County	1043480	Employee 2	4/22/2024	4/22/2024 6:30:00 AM	4/22/2024 9:59:00 AM	REG1	3.483333333
6115- Your County	1043480	Employee 2	4/22/2024	4/22/2024 10:29:00 AM	4/22/2024 10:30:00 AM	REG1	0.016666667
6115- Your County	1043480	Employee 2	4/22/2024	4/22/2024 10:30:00 AM	4/22/2024 5:50:00 PM	REG1	7.333333333
6115- Your County	1043480	Employee 2	4/22/2024	4/22/2024 5:50:00 PM	4/22/2024 6:09:00 PM	REG-DT	0.316666667
6115- Your County	1043480	Employee 2	4/23/2024	4/23/2024 5:30:00 AM	4/23/2024 6:30:00 AM	REG3	1
6115- Your County	1043480	Employee 2	4/23/2024	4/23/2024 6:30:00 AM	4/23/2024 10:00:00 AM	REG1	3.5
6115- Your County	1043480	Employee 2	4/23/2024	4/23/2024 10:00:00 AM	4/23/2024 10:01:00 AM	REG1	0.016666667
6115- Your County	1043480	Employee 2	4/23/2024	4/23/2024 10:30:00 AM	4/23/2024 5:59:00 PM	REG1	7.483333333
6115- Your County	1043480	Employee 2	4/23/2024	4/23/2024 5:59:00 PM	4/23/2024 6:09:00 PM	REG-DT	0.166666667
6115- Your County	1043480	Employee 2	4/24/2024	4/24/2024 9:00:00 AM	4/24/2024 1:00:00 PM	REG1	4
6115- Your County	1043480	Employee 2	4/28/2024	4/28/2024 5:30:00 AM	4/28/2024 6:30:00 AM	REG3	1
6115- Your County	1043480	Employee 2	4/28/2024	4/28/2024 6:30:00 AM	4/28/2024 10:00:00 AM	REG1	3.5
6115- Your County	1043480	Employee 2	4/28/2024	4/28/2024 10:30:00 AM	4/28/2024 6:00:00 PM	REG1	7.5
6115- Your County	1043480	Employee 2	4/28/2024	4/28/2024 6:00:00 PM	4/28/2024 6:11:00 PM	REG-DT	0.183333333
6115- Your County	1043480	Employee 2	4/29/2024	4/29/2024 5:37:00 AM	4/29/2024 10:00:00 AM	REG1	4.383333333
6115- Your County	1043480	Employee 2	4/29/2024	4/29/2024 10:30:00 AM	4/29/2024 6:07:00 PM	REG1	7.616666667
6115- Your County	1043480	Employee 2	4/29/2024	4/29/2024 6:07:00 PM	4/29/2024 6:26:00 PM	REG-DT	0.316666667
6115- Your County	1043480	Employee 2	4/30/2024	4/30/2024 5:36:00 AM	4/30/2024 10:00:00 AM	REG1	4.4
6115- Your County	1043480	Employee 2	4/30/2024	4/30/2024 10:34:00 AM	4/30/2024 6:10:00 PM	REG1	7.6
6115- Your County	1043480	Employee 2	4/30/2024	4/30/2024 6:10:00 PM	4/30/2024 6:34:00 PM	REG-DT	0.4
6115- Your County	2001441	Employee 3	4/1/2024	4/1/2024 5:47:00 AM	4/1/2024 5:47:00 PM	REG1	12
6115- Your County	2001441	Employee 3	4/1/2024	4/1/2024 5:47:00 PM	4/1/2024 6:31:00 PM	REG-DT	0.733333333
6115- Your County	2001441	Employee 3	4/2/2024	4/2/2024 5:45:00 AM	4/2/2024 2:00:00 PM	REG1	8.25
6115- Your County	2001441	Employee 3	4/2/2024	4/2/2024 2:30:00 PM	4/2/2024 6:15:00 PM	REG1	3.75
6115- Your County	2001441	Employee 3	4/2/2024	4/2/2024 6:15:00 PM	4/2/2024 6:23:00 PM	REG-DT	0.133333333
6115- Your County	2001441	Employee 3	4/3/2024	4/3/2024 5:40:00 AM	4/3/2024 2:00:00 PM	REG1	8.333333333
6115- Your County	2001441	Employee 3	4/3/2024	4/3/2024 2:30:00 PM	4/3/2024 6:10:00 PM	REG1	3.666666667
6115- Your County	2001441	Employee 3	4/3/2024	4/3/2024 6:10:00 PM	4/3/2024 6:18:00 PM	REG-DT	0.133333333
6115- Your County	2001441	Employee 3	4/9/2024	4/9/2024 5:49:00 AM	4/9/2024 11:00:00 AM	REG1	5.183333333
6115- Your County	2001441	Employee 3	4/9/2024	4/9/2024 11:30:00 AM	4/9/2024 6:19:00 PM	REG1	6.816666667
6115- Your County	2001441	Employee 3	4/9/2024	4/9/2024 6:19:00 PM	4/9/2024 6:34:00 PM	REG-DT	0.25
6115- Your County	2001441	Employee 3	4/10/2024	4/10/2024 5:43:00 AM	4/10/2024 11:00:00 AM	REG1	5.283333333
6115- Your County	2001441	Employee 3	4/10/2024	4/10/2024 11:30:00 AM	4/10/2024 6:13:00 PM	REG1	6.716666667
6115- Your County	2001441	Employee 3	4/10/2024	4/10/2024 6:13:00 PM	4/10/2024 6:14:00 PM	REG-DT	0.016666667
6115- Your County	2001441	Employee 3	4/15/2024	4/15/2024 5:50:00 AM	4/15/2024 5:50:00 PM	REG1	12
6115- Your County	2001441	Employee 3	4/15/2024	4/15/2024 5:50:00 PM	4/15/2024 6:52:00 PM	REG-DT	1.033333333
6115- Your County	2001441	Employee 3	4/16/2024	4/16/2024 6:46:00 AM	4/16/2024 6:00:00 PM	REG1	11.23333333
6115- Your County	2001441	Employee 3	4/20/2024	4/20/2024 5:45:00 AM	4/20/2024 5:45:00 PM	REG1	12
6115- Your County	2001441	Employee 3	4/20/2024	4/20/2024 5:45:00 PM	4/20/2024 6:00:00 PM	REG-DT	0.25
6115- Your County	2001441	Employee 3	4/20/2024	4/20/2024 6:00:00 PM	4/20/2024 9:29:00 PM	REG3-DT	3.483333333
6115- Your County	2001441	Employee 3	4/20/2024	4/20/2024 9:29:00 PM	4/21/2024 12:00:00 AM	REG3-DT	2.516666667
6115- Your County	2001441	Employee 3	4/20/2024	4/21/2024 12:00:00 AM	4/21/2024 12:18:00 AM	REG3-DT	0.3
6115- Your County	2001441	Employee 3	4/22/2024	4/22/2024 5:47:00 AM	4/22/2024 5:47:00 PM	REG1	12
6115- Your County	2001441	Employee 3	4/22/2024	4/22/2024 5:47:00 PM	4/22/2024 6:32:00 PM	REG-DT	0.75
6115- Your County	2001441	Employee 3	4/24/2024	4/24/2024 9:55:00 AM	4/24/2024 6:19:00 PM	REG1	8.4
6115- Your County	2001441	Employee 3	4/25/2024	4/25/2024 5:45:00 AM	4/25/2024 5:45:00 PM	REG1	12
6115- Your County	2001441	Employee 3	4/25/2024	4/25/2024 5:45:00 PM	4/25/2024 6:00:00 PM	REG-DT	0.25

Attachment: EX D - Sample Punch Detail (10023 : 13th Mod California Forensic Medical Group - Jail Health)

6115- Your County	2001441	Employee 3	4/25/2024	4/25/2024 6:00:00 PM	4/25/2024 7:01:00 PM	REG3-DT	1.016666667
6115- Your County	2001441	Employee 3	4/30/2024	4/30/2024 5:50:00 AM	4/30/2024 5:50:00 PM	REG1	12
6115- Your County	2001441	Employee 3	4/30/2024	4/30/2024 5:50:00 PM	4/30/2024 6:36:00 PM	REG-DT	0.766666667
6115- Your County	2002483	Employee 4	4/1/2024	4/1/2024 6:02:00 AM	4/1/2024 4:50:00 PM	REG1	10.8
6115- Your County	2002483	Employee 4	4/8/2024	4/8/2024 12:02:00 AM	4/8/2024 6:30:00 AM	REG3	6.466666667
6115- Your County	2002483	Employee 4	4/8/2024	4/8/2024 6:30:00 AM	4/8/2024 6:41:00 AM	REG1	0.183333333
6115- Your County	2002483	Employee 4	4/17/2024	4/17/2024 12:00:00 AM	4/17/2024 12:00:00 AM	REG1	0
6115- Your County	1042810	Employee 5	4/13/2024	4/13/2024 5:57:00 AM	4/13/2024 10:43:00 AM	REG1	4.766666667
6115- Your County	1042810	Employee 5	4/13/2024	4/13/2024 11:13:00 AM	4/13/2024 1:16:00 PM	REG1	2.05
6115- Your County	1042810	Employee 5	4/21/2024	4/21/2024 5:59:00 AM	4/21/2024 10:32:00 AM	REG1	4.55
6115- Your County	1042810	Employee 5	4/21/2024	4/21/2024 11:02:00 AM	4/21/2024 3:00:00 PM	REG1	3.966666667
6115- Your County	1042810	Employee 5	4/21/2024	4/21/2024 3:00:00 PM	4/21/2024 4:29:00 PM	REG2	1.483333333
6115- Your County	1042810	Employee 5	4/21/2024	4/21/2024 4:29:00 PM	4/21/2024 4:30:00 PM	REG2-OT	0.016666667
6115- Your County	2004266	Employee 6	4/1/2024	4/1/2024 6:05:00 AM	4/1/2024 10:45:00 AM	REG1	4.666666667
6115- Your County	2004266	Employee 6	4/1/2024	4/1/2024 11:17:00 AM	4/1/2024 3:00:00 PM	REG1	3.716666667
6115- Your County	2004266	Employee 6	4/1/2024	4/1/2024 3:00:00 PM	4/1/2024 4:34:00 PM	REG2	1.566666667
6115- Your County	2004266	Employee 6	4/2/2024	4/2/2024 6:09:00 AM	4/2/2024 10:53:00 AM	REG1	4.733333333
6115- Your County	2004266	Employee 6	4/2/2024	4/2/2024 11:32:00 AM	4/2/2024 3:00:00 PM	REG1	3.466666667
6115- Your County	2004266	Employee 6	4/2/2024	4/2/2024 3:00:00 PM	4/2/2024 4:35:00 PM	REG2	1.583333333
6115- Your County	2004266	Employee 6	4/5/2024	4/5/2024 6:07:00 AM	4/5/2024 10:40:00 AM	REG1	4.55
6115- Your County	2004266	Employee 6	4/5/2024	4/5/2024 11:11:00 AM	4/5/2024 3:00:00 PM	REG1	3.816666667
6115- Your County	2004266	Employee 6	4/5/2024	4/5/2024 3:00:00 PM	4/5/2024 4:38:00 PM	REG2	1.633333333
6115- Your County	2004266	Employee 6	4/5/2024	4/5/2024 4:38:00 PM	4/5/2024 4:39:00 PM	REG2-OT	0.016666667
6115- Your County	2004266	Employee 6	4/6/2024	4/6/2024 6:05:00 AM	4/6/2024 10:35:00 AM	REG1	4.5
6115- Your County	2004266	Employee 6	4/6/2024	4/6/2024 11:06:00 AM	4/6/2024 3:00:00 PM	REG1	3.9
6115- Your County	2004266	Employee 6	4/6/2024	4/6/2024 3:00:00 PM	4/6/2024 4:36:00 PM	REG2	1.6
6115- Your County	2004266	Employee 6	4/8/2024	4/8/2024 6:06:00 AM	4/8/2024 10:30:00 AM	REG1	4.4
6115- Your County	2004266	Employee 6	4/8/2024	4/8/2024 11:00:00 AM	4/8/2024 3:00:00 PM	REG1	4
6115- Your County	2004266	Employee 6	4/8/2024	4/8/2024 3:00:00 PM	4/8/2024 4:28:00 PM	REG2	1.466666667
6115- Your County	2004266	Employee 6	4/9/2024	4/9/2024 6:06:00 AM	4/9/2024 10:34:00 AM	REG1	4.466666667
6115- Your County	2004266	Employee 6	4/9/2024	4/9/2024 11:10:00 AM	4/9/2024 3:00:00 PM	REG1	3.833333333
6115- Your County	2004266	Employee 6	4/9/2024	4/9/2024 3:00:00 PM	4/9/2024 4:29:00 PM	REG2	1.483333333
6115- Your County	2004266	Employee 6	4/12/2024	4/12/2024 6:08:00 AM	4/12/2024 10:02:00 AM	REG1	3.9
6115- Your County	2004266	Employee 6	4/12/2024	4/12/2024 10:33:00 AM	4/12/2024 3:00:00 PM	REG1	4.45
6115- Your County	2004266	Employee 6	4/12/2024	4/12/2024 3:00:00 PM	4/12/2024 4:30:00 PM	REG2	1.5
6115- Your County	2004266	Employee 6	4/13/2024	4/13/2024 6:05:00 AM	4/13/2024 10:28:00 AM	REG1	4.383333333
6115- Your County	2004266	Employee 6	4/13/2024	4/13/2024 10:58:00 AM	4/13/2024 3:00:00 PM	REG1	4.033333333
6115- Your County	2004266	Employee 6	4/13/2024	4/13/2024 3:00:00 PM	4/13/2024 4:35:00 PM	REG2	1.583333333
6115- Your County	2004266	Employee 6	4/13/2024	4/13/2024 4:35:00 PM	4/13/2024 4:36:00 PM	REG2-OT	0.016666667
6115- Your County	2004266	Employee 6	4/15/2024	4/15/2024 6:05:00 AM	4/15/2024 10:15:00 AM	REG1	4.166666667
6115- Your County	2004266	Employee 6	4/15/2024	4/15/2024 10:45:00 AM	4/15/2024 3:00:00 PM	REG1	4.25
6115- Your County	2004266	Employee 6	4/15/2024	4/15/2024 3:00:00 PM	4/15/2024 4:30:00 PM	REG2	1.5
6115- Your County	2004266	Employee 6	4/16/2024	4/16/2024 6:02:00 AM	4/16/2024 10:44:00 AM	REG1	4.7
6115- Your County	2004266	Employee 6	4/16/2024	4/16/2024 11:15:00 AM	4/16/2024 3:00:00 PM	REG1	3.75
6115- Your County	2004266	Employee 6	4/16/2024	4/16/2024 3:00:00 PM	4/16/2024 4:31:00 PM	REG2	1.516666667
6115- Your County	2004266	Employee 6	4/19/2024	4/19/2024 6:00:00 AM	4/19/2024 10:43:00 AM	REG1	4.716666667
6115- Your County	2004266	Employee 6	4/19/2024	4/19/2024 11:15:00 AM	4/19/2024 3:00:00 PM	REG1	3.75
6115- Your County	2004266	Employee 6	4/19/2024	4/19/2024 3:00:00 PM	4/19/2024 4:32:00 PM	REG2	1.533333333
6115- Your County	2004266	Employee 6	4/19/2024	4/19/2024 4:32:00 PM	4/19/2024 4:44:00 PM	REG2-OT	0.2
6115- Your County	2004266	Employee 6	4/19/2024	4/19/2024 4:44:00 PM	4/19/2024 4:55:00 PM	REG2-OT	0.183333333
6115- Your County	2004266	Employee 6	4/20/2024	4/20/2024 6:05:00 AM	4/20/2024 10:26:00 AM	REG1	4.35
6115- Your County	2004266	Employee 6	4/20/2024	4/20/2024 10:57:00 AM	4/20/2024 3:00:00 PM	REG1	4.05
6115- Your County	2004266	Employee 6	4/20/2024	4/20/2024 3:00:00 PM	4/20/2024 4:31:00 PM	REG2	1.516666667
6115- Your County	2004266	Employee 6	4/22/2024	4/22/2024 6:06:00 AM	4/22/2024 12:03:00 PM	REG1	5.95
6115- Your County	2004266	Employee 6	4/22/2024	4/22/2024 12:34:00 PM	4/22/2024 3:00:00 PM	REG1	2.433333333
6115- Your County	2004266	Employee 6	4/22/2024	4/22/2024 3:00:00 PM	4/22/2024 4:35:00 PM	REG2	1.583333333
6115- Your County	2004266	Employee 6	4/23/2024	4/23/2024 6:06:00 AM	4/23/2024 10:34:00 AM	REG1	4.466666667
6115- Your County	2004266	Employee 6	4/23/2024	4/23/2024 11:05:00 AM	4/23/2024 3:00:00 PM	REG1	3.916666667
6115- Your County	2004266	Employee 6	4/23/2024	4/23/2024 3:00:00 PM	4/23/2024 4:27:00 PM	REG2	1.45
6115- Your County	2004266	Employee 6	4/26/2024	4/26/2024 6:04:00 AM	4/26/2024 10:00:00 AM	REG1	3.933333333
6115- Your County	2004266	Employee 6	4/26/2024	4/26/2024 10:30:00 AM	4/26/2024 3:00:00 PM	REG1	4.5
6115- Your County	2004266	Employee 6	4/26/2024	4/26/2024 3:00:00 PM	4/26/2024 4:34:00 PM	REG2	1.566666667
6115- Your County	2004266	Employee 6	4/27/2024	4/27/2024 6:05:00 AM	4/27/2024 10:40:00 AM	REG1	4.583333333
6115- Your County	2004266	Employee 6	4/27/2024	4/27/2024 11:11:00 AM	4/27/2024 3:00:00 PM	REG1	3.816666667
6115- Your County	2004266	Employee 6	4/27/2024	4/27/2024 3:00:00 PM	4/27/2024 4:23:00 PM	REG2	1.383333333
6115- Your County	2004266	Employee 6	4/29/2024	4/29/2024 6:05:00 AM	4/29/2024 10:33:00 AM	REG1	4.466666667
6115- Your County	2004266	Employee 6	4/29/2024	4/29/2024 11:03:00 AM	4/29/2024 3:00:00 PM	REG1	3.95
6115- Your County	2004266	Employee 6	4/29/2024	4/29/2024 3:00:00 PM	4/29/2024 4:33:00 PM	REG2	1.55
6115- Your County	2004266	Employee 6	4/30/2024	4/30/2024 6:05:00 AM	4/30/2024 10:47:00 AM	REG1	4.7
6115- Your County	2004266	Employee 6	4/30/2024	4/30/2024 11:17:00 AM	4/30/2024 3:00:00 PM	REG1	3.716666667
6115- Your County	2004266	Employee 6	4/30/2024	4/30/2024 3:00:00 PM	4/30/2024 4:33:00 PM	REG2	1.55
6115- Your County	1054645	Employee 7	4/10/2024	4/10/2024 7:48:00 AM	4/10/2024 3:25:00 PM	SAL	7.616666667

Attachment: EX D - Sample Punch Detail (10023 : 13th Mod California Forensic Medical Group - Jail Health)

6115- Your County	1054645	Employee 7	4/11/2024	4/11/2024 7:58:00 AM	4/11/2024 3:56:00 PM	SAL	7.966666667
6115- Your County	1054645	Employee 7	4/12/2024	4/12/2024 8:06:00 AM	4/12/2024 3:21:00 PM	SAL	7.25
6115- Your County	1054645	Employee 7	4/15/2024	4/15/2024 7:49:00 AM	4/15/2024 11:30:00 AM	SAL	3.683333333
6115- Your County	1054645	Employee 7	4/16/2024	4/16/2024 7:30:00 AM	4/16/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/17/2024	4/17/2024 7:30:00 AM	4/17/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/18/2024	4/18/2024 7:30:00 AM	4/18/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/19/2024	4/19/2024 7:30:00 AM	4/19/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/22/2024	4/22/2024 7:30:00 AM	4/22/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/23/2024	4/23/2024 7:30:00 AM	4/23/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/24/2024	4/24/2024 7:30:00 AM	4/24/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/25/2024	4/25/2024 7:30:00 AM	4/25/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/26/2024	4/26/2024 7:30:00 AM	4/26/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/29/2024	4/29/2024 7:30:00 AM	4/29/2024 7:30:00 AM	PTO	8
6115- Your County	1054645	Employee 7	4/30/2024	4/30/2024 7:30:00 AM	4/30/2024 7:30:00 AM	PTO	8
6115- Your County	1067318	Employee 8	4/4/2024	4/4/2024 9:45:00 AM	4/4/2024 11:00:00 AM	REG1	1.25
6115- Your County	1067318	Employee 8	4/4/2024	4/4/2024 11:30:00 AM	4/4/2024 5:16:00 PM	REG1	5.766666667
6115- Your County	1067318	Employee 8	4/5/2024	4/5/2024 7:12:00 AM	4/5/2024 11:00:00 AM	REG1	3.8
6115- Your County	1067318	Employee 8	4/5/2024	4/5/2024 11:30:00 AM	4/5/2024 5:30:00 PM	REG1	6
6115- Your County	1067318	Employee 8	4/6/2024	4/6/2024 7:00:00 AM	4/6/2024 11:00:00 AM	REG1	4
6115- Your County	1067318	Employee 8	4/6/2024	4/6/2024 11:30:00 AM	4/6/2024 5:25:00 PM	REG1	5.916666667
6115- Your County	1067318	Employee 8	4/7/2024	4/7/2024 7:00:00 AM	4/7/2024 11:00:00 AM	REG1	4
6115- Your County	1067318	Employee 8	4/7/2024	4/7/2024 11:30:00 AM	4/7/2024 5:22:00 PM	REG1	5.866666667
6115- Your County	1067318	Employee 8	4/9/2024	4/9/2024 3:00:00 PM	4/9/2024 6:30:00 PM	REG1	3.5
6115- Your County	1067318	Employee 8	4/11/2024	4/11/2024 8:10:00 AM	4/11/2024 11:00:00 AM	REG1	2.833333333
6115- Your County	1067318	Employee 8	4/11/2024	4/11/2024 11:30:00 AM	4/11/2024 5:59:00 PM	REG1	6.483333333
6115- Your County	1067318	Employee 8	4/12/2024	4/12/2024 7:10:00 AM	4/12/2024 12:00:00 PM	REG1	4.833333333
6115- Your County	1067318	Employee 8	4/12/2024	4/12/2024 12:30:00 PM	4/12/2024 5:34:00 PM	REG1	5.066666667
6115- Your County	1067318	Employee 8	4/13/2024	4/13/2024 7:04:00 AM	4/13/2024 11:00:00 AM	REG1	3.933333333
6115- Your County	1067318	Employee 8	4/13/2024	4/13/2024 11:30:00 AM	4/13/2024 2:59:00 PM	REG1	3.483333333
6115- Your County	1067318	Employee 8	4/13/2024	4/13/2024 2:59:00 PM	4/13/2024 5:33:00 PM	REG-OT	2.566666667
6115- Your County	1067318	Employee 8	4/14/2024	4/14/2024 7:11:00 AM	4/14/2024 11:00:00 AM	REG1	3.816666667
6115- Your County	1067318	Employee 8	4/14/2024	4/14/2024 11:30:00 AM	4/14/2024 5:29:00 PM	REG1	5.983333333
6115- Your County	1067318	Employee 8	4/18/2024	4/18/2024 7:20:00 AM	4/18/2024 11:00:00 AM	REG1	3.666666667
6115- Your County	1067318	Employee 8	4/18/2024	4/18/2024 11:30:00 AM	4/18/2024 5:22:00 PM	REG1	5.866666667
6115- Your County	1067318	Employee 8	4/19/2024	4/19/2024 7:08:00 AM	4/19/2024 11:00:00 AM	REG1	3.866666667
6115- Your County	1067318	Employee 8	4/19/2024	4/19/2024 11:30:00 AM	4/19/2024 5:32:00 PM	REG1	6.033333333
6115- Your County	1067318	Employee 8	4/20/2024	4/20/2024 7:01:00 AM	4/20/2024 11:20:00 AM	REG1	4.316666667
6115- Your County	1067318	Employee 8	4/20/2024	4/20/2024 11:50:00 AM	4/20/2024 5:29:00 PM	REG1	5.65
6115- Your County	1067318	Employee 8	4/21/2024	4/21/2024 7:00:00 AM	4/21/2024 11:20:00 AM	REG1	4.333333333
6115- Your County	1067318	Employee 8	4/21/2024	4/21/2024 11:50:00 AM	4/21/2024 5:19:00 PM	REG1	5.483333333
6115- Your County	1067318	Employee 8	4/25/2024	4/25/2024 7:12:00 AM	4/25/2024 2:00:00 PM	REG1	6.8
6115- Your County	1067318	Employee 8	4/25/2024	4/25/2024 2:30:00 PM	4/25/2024 4:55:00 PM	REG1	2.416666667
6115- Your County	1067318	Employee 8	4/26/2024	4/26/2024 7:09:00 AM	4/26/2024 12:00:00 PM	REG1	4.85
6115- Your County	1067318	Employee 8	4/26/2024	4/26/2024 12:30:00 PM	4/26/2024 5:29:00 PM	REG1	4.983333333
6115- Your County	1067318	Employee 8	4/27/2024	4/27/2024 7:12:00 AM	4/27/2024 11:00:00 AM	REG1	3.8
6115- Your County	1067318	Employee 8	4/27/2024	4/27/2024 11:30:00 AM	4/27/2024 4:44:00 PM	REG1	5.233333333
6115- Your County	1067318	Employee 8	4/28/2024	4/28/2024 7:00:00 AM	4/28/2024 11:30:00 AM	REG1	4.5
6115- Your County	1067318	Employee 8	4/28/2024	4/28/2024 12:00:00 PM	4/28/2024 5:23:00 PM	REG1	5.383333333
6115- Your County	1067318	Employee 8	4/29/2024	4/29/2024 1:00:00 PM	4/29/2024 4:44:00 PM	REG1	3.733333333
6115- Your County	1300736	Employee 9	4/4/2024	4/4/2024 10:59:00 AM	4/4/2024 1:59:00 PM	REG1	3
6115- Your County	1300736	Employee 9	4/5/2024	4/5/2024 6:23:00 AM	4/5/2024 5:33:00 PM	REG1	11.16666667
6115- Your County	1300736	Employee 9	4/7/2024	4/7/2024 6:25:00 AM	4/7/2024 6:25:00 PM	REG1	12
6115- Your County	1300736	Employee 9	4/7/2024	4/7/2024 6:25:00 PM	4/7/2024 6:30:00 PM	REG-DT	0.083333333
6115- Your County	1300736	Employee 9	4/7/2024	4/7/2024 6:30:00 PM	4/7/2024 6:46:00 PM	REG-DT	0.266666667
6115- Your County	1300736	Employee 9	4/11/2024	4/11/2024 12:00:00 AM	4/11/2024 12:00:00 AM	TRN	5
6115- Your County	1300736	Employee 9	4/12/2024	4/12/2024 6:29:00 AM	4/12/2024 6:03:00 PM	REG1	11.56666667
6115- Your County	1300736	Employee 9	4/14/2024	4/14/2024 6:28:00 AM	4/14/2024 5:46:00 PM	REG1	11.3
6115- Your County	1300736	Employee 9	4/18/2024	4/18/2024 6:23:00 AM	4/18/2024 5:34:00 PM	REG1	11.18333333
6115- Your County	1300736	Employee 9	4/19/2024	4/19/2024 6:28:00 AM	4/19/2024 5:29:00 PM	REG1	11.01666667
6115- Your County	1300736	Employee 9	4/24/2024	4/24/2024 6:27:00 AM	4/24/2024 5:31:00 PM	REG1	11.06666667
6115- Your County	1300736	Employee 9	4/26/2024	4/26/2024 6:24:00 AM	4/26/2024 5:49:00 PM	REG1	11.41666667
6115- Your County	2010021	Employee 10	4/1/2024	4/1/2024 12:00:00 AM	4/1/2024 12:00:00 AM	TRN West	10
6115- Your County	2010021	Employee 10	4/2/2024	4/2/2024 12:00:00 AM	4/2/2024 12:00:00 AM	TRN West	10
6115- Your County	2010021	Employee 10	4/3/2024	4/3/2024 12:00:00 AM	4/3/2024 12:00:00 AM	TRN West	10
6115- Your County	2010021	Employee 10	4/4/2024	4/4/2024 12:00:00 AM	4/4/2024 12:00:00 AM	TRN West	10
6115- Your County	2010021	Employee 10	4/8/2024	4/8/2024 12:00:00 AM	4/8/2024 12:00:00 AM	SICK	0
6115- Your County	2010021	Employee 10	4/9/2024	4/9/2024 12:00:00 AM	4/9/2024 12:00:00 AM	SICK	0
6115- Your County	2010021	Employee 10	4/10/2024	4/10/2024 12:00:00 AM	4/10/2024 12:00:00 AM	SICK	0
6115- Your County	2010021	Employee 10	4/11/2024	4/11/2024 12:00:00 AM	4/11/2024 12:00:00 AM	SICK	0
6115- Your County	2010021	Employee 10	4/15/2024	4/15/2024 12:00:00 AM	4/15/2024 12:00:00 AM	TRN	10
6115- Your County	2010021	Employee 10	4/16/2024	4/16/2024 12:00:00 AM	4/16/2024 12:00:00 AM	TRN	10
6115- Your County	2010021	Employee 10	4/17/2024	4/17/2024 12:00:00 AM	4/17/2024 12:00:00 AM	TRN	10

Attachment: EX D - Sample Punch Detail (10023 : 13th Mod California Forensic Medical Group - Jail Health)

6115- Your County	2010021	Employee 10	4/18/2024	4/18/2024 12:00:00 AM	4/18/2024 12:00:00 AM	TRN	8.5
6115- Your County	2010021	Employee 10	4/22/2024	4/22/2024 7:10:00 AM	4/22/2024 1:31:00 PM	REG1	6.35
6115- Your County	2010021	Employee 10	4/22/2024	4/22/2024 2:01:00 PM	4/22/2024 3:40:00 PM	REG1	1.65
6115- Your County	2010021	Employee 10	4/22/2024	4/22/2024 3:40:00 PM	4/22/2024 5:40:00 PM	REG-OT	2
6115- Your County	2010021	Employee 10	4/23/2024	4/23/2024 7:05:00 AM	4/23/2024 2:05:00 PM	REG1	7
6115- Your County	2010021	Employee 10	4/23/2024	4/23/2024 2:35:00 PM	4/23/2024 3:35:00 PM	REG1	1
6115- Your County	2010021	Employee 10	4/23/2024	4/23/2024 3:35:00 PM	4/23/2024 5:36:00 PM	REG-OT	2.016666667
6115- Your County	2010021	Employee 10	4/24/2024	4/24/2024 7:00:00 AM	4/24/2024 2:00:00 PM	REG1	7
6115- Your County	2010021	Employee 10	4/24/2024	4/24/2024 2:30:00 PM	4/24/2024 3:30:00 PM	REG1	1
6115- Your County	2010021	Employee 10	4/24/2024	4/24/2024 3:30:00 PM	4/24/2024 5:30:00 PM	REG-OT	2
6115- Your County	2010021	Employee 10	4/25/2024	4/25/2024 7:00:00 AM	4/25/2024 2:00:00 PM	REG1	7
6115- Your County	2010021	Employee 10	4/25/2024	4/25/2024 2:30:00 PM	4/25/2024 3:30:00 PM	REG1	1
6115- Your County	2010021	Employee 10	4/25/2024	4/25/2024 3:30:00 PM	4/25/2024 5:29:00 PM	REG-OT	1.983333333
6115- Your County	2010021	Employee 10	4/25/2024	4/25/2024 5:29:00 PM	4/25/2024 5:30:00 PM	REG-OT	0.016666667
6115- Your County	2010021	Employee 10	4/29/2024	4/29/2024 7:30:00 AM	4/29/2024 12:00:00 PM	REG1	4.5
6115- Your County	2010021	Employee 10	4/29/2024	4/29/2024 12:30:00 PM	4/29/2024 4:00:00 PM	REG1	3.5
6115- Your County	2010021	Employee 10	4/29/2024	4/29/2024 4:00:00 PM	4/29/2024 4:05:00 PM	REG-OT	0.083333333
6115- Your County	2010021	Employee 10	4/30/2024	4/30/2024 7:30:00 AM	4/30/2024 3:30:00 PM	REG1	8
6115- Your County	1045766	Employee 11	4/15/2024	4/15/2024 6:00:00 PM	4/16/2024 12:00:00 AM	REG3	6
6115- Your County	1045766	Employee 11	4/15/2024	4/16/2024 12:00:00 AM	4/16/2024 12:28:00 AM	REG3	0.466666667
6115- Your County	1045766	Employee 11	4/19/2024	4/19/2024 5:53:00 PM	4/19/2024 6:00:00 PM	REG1	0.116666667
6115- Your County	1045766	Employee 11	4/19/2024	4/19/2024 6:00:00 PM	4/20/2024 12:00:00 AM	REG3	6
6115- Your County	1045766	Employee 11	4/19/2024	4/20/2024 12:30:00 AM	4/20/2024 6:13:00 AM	REG3	5.716666667
6115- Your County	1045766	Employee 11	4/21/2024	4/21/2024 12:06:00 AM	4/21/2024 6:12:00 AM	REG3	6.1
6115- Your County	1042725	Employee 12	4/8/2024	4/8/2024 12:00:00 AM	4/8/2024 12:00:00 AM	PTO	10
6115- Your County	1042725	Employee 12	4/9/2024	4/9/2024 12:00:00 AM	4/9/2024 12:00:00 AM	PTO	10
6115- Your County	1042725	Employee 12	4/10/2024	4/10/2024 12:00:00 AM	4/10/2024 12:00:00 AM	PTO	10
6115- Your County	1042725	Employee 12	4/11/2024	4/11/2024 12:00:00 AM	4/11/2024 12:00:00 AM	PTO	10
6115- Your County	1042725	Employee 12	4/16/2024	4/16/2024 7:07:00 AM	4/16/2024 4:52:00 PM	SAL	9.75
6115- Your County	1042725	Employee 12	4/16/2024	4/16/2024 5:30:00 PM	4/16/2024 6:00:00 PM	SAL	0.5
6115- Your County	1042725	Employee 12	4/17/2024	4/17/2024 6:26:00 AM	4/17/2024 1:36:00 PM	SAL	7.166666667
6115- Your County	1042725	Employee 12	4/17/2024	4/17/2024 5:30:00 PM	4/17/2024 6:00:00 PM	SAL	0.5
6115- Your County	1042725	Employee 12	4/18/2024	4/18/2024 3:07:00 AM	4/18/2024 1:22:00 PM	SAL	10.25
6115- Your County	1042725	Employee 12	4/19/2024	4/19/2024 3:21:00 AM	4/19/2024 9:17:00 AM	SAL	5.933333333
6115- Your County	1042725	Employee 12	4/19/2024	4/19/2024 4:00:00 PM	4/19/2024 9:37:00 PM	SAL	5.616666667
6115- Your County	1042725	Employee 12	4/20/2024	4/20/2024 6:15:00 AM	4/20/2024 7:45:00 AM	SAL	1.5
6115- Your County	1042725	Employee 12	4/22/2024	4/22/2024 4:36:00 AM	4/22/2024 12:50:00 PM	SAL	8.233333333
6115- Your County	1042725	Employee 12	4/23/2024	4/23/2024 3:52:00 AM	4/23/2024 12:30:00 PM	SAL	8.633333333
6115- Your County	1042725	Employee 12	4/23/2024	4/23/2024 3:15:00 PM	4/23/2024 4:15:00 PM	SAL	1
6115- Your County	1042725	Employee 12	4/24/2024	4/24/2024 4:13:00 AM	4/24/2024 3:28:00 PM	SAL	11.25
6115- Your County	1042725	Employee 12	4/24/2024	4/24/2024 4:45:00 PM	4/24/2024 5:15:00 PM	SAL	0.5
6115- Your County	1042725	Employee 12	4/25/2024	4/25/2024 3:45:00 AM	4/25/2024 1:32:00 PM	SAL	9.783333333
6115- Your County	1042725	Employee 12	4/26/2024	4/26/2024 4:45:00 AM	4/26/2024 7:20:00 AM	SAL	2.583333333
6115- Your County	1042725	Employee 12	4/29/2024	4/29/2024 11:20:00 AM	4/29/2024 5:50:00 PM	SAL	6.5
6115- Your County	1042725	Employee 12	4/30/2024	4/30/2024 4:55:00 AM	4/30/2024 2:35:00 PM	SAL	9.666666667
6115- Your County	1300805	Employee 13	4/6/2024	4/6/2024 10:00:00 AM	4/6/2024 2:00:00 PM	REG1	4
6115- Your County	1300805	Employee 13	4/10/2024	4/10/2024 8:51:00 AM	4/10/2024 12:49:00 PM	REG1	3.966666667
6115- Your County	1300805	Employee 13	4/10/2024	4/10/2024 1:19:00 PM	4/10/2024 4:24:00 PM	REG1	3.083333333
6115- Your County	1300805	Employee 13	4/12/2024	4/12/2024 9:00:00 AM	4/12/2024 1:00:00 PM	REG1	4
6115- Your County	1300805	Employee 13	4/16/2024	4/16/2024 9:09:00 AM	4/16/2024 11:30:00 AM	REG1	2.35
6115- Your County	1300805	Employee 13	4/16/2024	4/16/2024 12:00:00 PM	4/16/2024 3:43:00 PM	REG1	3.716666667
6115- Your County	1300805	Employee 13	4/19/2024	4/19/2024 10:00:00 AM	4/19/2024 2:00:00 PM	REG1	4
6115- Your County	1300805	Employee 13	4/22/2024	4/22/2024 9:56:00 AM	4/22/2024 4:21:00 PM	REG1	6.416666667
6115- Your County	2005404	Employee 14	4/1/2024	4/1/2024 5:35:00 PM	4/1/2024 6:00:00 PM	REG1	0.416666667
6115- Your County	2005404	Employee 14	4/1/2024	4/1/2024 6:00:00 PM	4/1/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/1/2024	4/1/2024 11:00:00 PM	4/2/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/1/2024	4/2/2024 12:00:00 AM	4/2/2024 6:05:00 AM	REG3	6.083333333
6115- Your County	2005404	Employee 14	4/1/2024	4/2/2024 6:05:00 AM	4/2/2024 6:30:00 AM	REG3-DT	0.416666667
6115- Your County	2005404	Employee 14	4/1/2024	4/2/2024 6:30:00 AM	4/2/2024 6:40:00 AM	REG-DT	0.166666667
6115- Your County	2005404	Employee 14	4/2/2024	4/2/2024 5:29:00 PM	4/2/2024 6:00:00 PM	REG1	0.516666667
6115- Your County	2005404	Employee 14	4/2/2024	4/2/2024 6:00:00 PM	4/2/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/2/2024	4/2/2024 11:00:00 PM	4/3/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/2/2024	4/3/2024 12:00:00 AM	4/3/2024 5:59:00 AM	REG3	5.983333333
6115- Your County	2005404	Employee 14	4/2/2024	4/3/2024 5:59:00 AM	4/3/2024 6:27:00 AM	REG3-DT	0.466666667
6115- Your County	2005404	Employee 14	4/7/2024	4/7/2024 5:43:00 PM	4/7/2024 6:00:00 PM	REG1	0.283333333
6115- Your County	2005404	Employee 14	4/7/2024	4/7/2024 6:00:00 PM	4/7/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/7/2024	4/7/2024 11:00:00 PM	4/8/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/7/2024	4/8/2024 12:00:00 AM	4/8/2024 6:13:00 AM	REG3	6.216666667
6115- Your County	2005404	Employee 14	4/7/2024	4/8/2024 6:13:00 AM	4/8/2024 6:30:00 AM	REG3-DT	0.283333333
6115- Your County	2005404	Employee 14	4/7/2024	4/8/2024 6:30:00 AM	4/8/2024 6:34:00 AM	REG-DT	0.066666667
6115- Your County	2005404	Employee 14	4/8/2024	4/8/2024 5:39:00 PM	4/8/2024 6:00:00 PM	REG1	0.35
6115- Your County	2005404	Employee 14	4/8/2024	4/8/2024 6:00:00 PM	4/8/2024 10:30:00 PM	REG3	4.5

Attachment: EX D - Sample Punch Detail (10023 : 13th Mod California Forensic Medical Group - Jail Health)

6115- Your County	2005404	Employee 14	4/8/2024	4/8/2024 11:00:00 PM	4/9/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/8/2024	4/9/2024 12:00:00 AM	4/9/2024 6:09:00 AM	REG3	6.15
6115- Your County	2005404	Employee 14	4/8/2024	4/9/2024 6:09:00 AM	4/9/2024 6:22:00 AM	REG3-DT	0.216666667
6115- Your County	2005404	Employee 14	4/9/2024	4/9/2024 5:39:00 PM	4/9/2024 6:00:00 PM	REG1	0.35
6115- Your County	2005404	Employee 14	4/9/2024	4/9/2024 6:00:00 PM	4/9/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/9/2024	4/9/2024 11:00:00 PM	4/10/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/9/2024	4/10/2024 12:00:00 AM	4/10/2024 6:09:00 AM	REG3	6.15
6115- Your County	2005404	Employee 14	4/9/2024	4/10/2024 6:09:00 AM	4/10/2024 6:29:00 AM	REG3-DT	0.333333333
6115- Your County	2005404	Employee 14	4/14/2024	4/14/2024 5:45:00 PM	4/14/2024 6:00:00 PM	REG1	0.25
6115- Your County	2005404	Employee 14	4/14/2024	4/14/2024 6:00:00 PM	4/14/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/14/2024	4/14/2024 11:00:00 PM	4/15/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/14/2024	4/15/2024 12:00:00 AM	4/15/2024 6:15:00 AM	REG3	6.25
6115- Your County	2005404	Employee 14	4/14/2024	4/15/2024 6:15:00 AM	4/15/2024 6:26:00 AM	REG3-DT	0.183333333
6115- Your County	2005404	Employee 14	4/15/2024	4/15/2024 5:30:00 PM	4/15/2024 6:00:00 PM	REG1	0.5
6115- Your County	2005404	Employee 14	4/15/2024	4/15/2024 6:00:00 PM	4/15/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/15/2024	4/15/2024 11:00:00 PM	4/16/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/15/2024	4/16/2024 12:00:00 AM	4/16/2024 6:00:00 AM	REG3	6
6115- Your County	2005404	Employee 14	4/15/2024	4/16/2024 6:00:00 AM	4/16/2024 6:30:00 AM	REG3-DT	0.5
6115- Your County	2005404	Employee 14	4/15/2024	4/16/2024 6:30:00 AM	4/16/2024 6:32:00 AM	REG-DT	0.033333333
6115- Your County	2005404	Employee 14	4/16/2024	4/16/2024 5:35:00 PM	4/16/2024 6:00:00 PM	REG1	0.416666667
6115- Your County	2005404	Employee 14	4/16/2024	4/16/2024 6:00:00 PM	4/16/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/16/2024	4/16/2024 11:00:00 PM	4/17/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/16/2024	4/17/2024 12:00:00 AM	4/17/2024 6:05:00 AM	REG3	6.083333333
6115- Your County	2005404	Employee 14	4/16/2024	4/17/2024 6:05:00 AM	4/17/2024 6:30:00 AM	REG3-DT	0.416666667
6115- Your County	2005404	Employee 14	4/16/2024	4/17/2024 6:30:00 AM	4/17/2024 6:36:00 AM	REG-DT	0.1
6115- Your County	2005404	Employee 14	4/21/2024	4/21/2024 5:36:00 PM	4/21/2024 6:00:00 PM	REG1	0.4
6115- Your County	2005404	Employee 14	4/21/2024	4/21/2024 6:00:00 PM	4/21/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/21/2024	4/21/2024 11:00:00 PM	4/22/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/21/2024	4/22/2024 12:00:00 AM	4/22/2024 6:06:00 AM	REG3	6.1
6115- Your County	2005404	Employee 14	4/21/2024	4/22/2024 6:06:00 AM	4/22/2024 6:22:00 AM	REG3-DT	0.266666667
6115- Your County	2005404	Employee 14	4/22/2024	4/22/2024 5:25:00 PM	4/22/2024 6:00:00 PM	REG1	0.583333333
6115- Your County	2005404	Employee 14	4/22/2024	4/22/2024 6:00:00 PM	4/22/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/22/2024	4/22/2024 11:00:00 PM	4/23/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/22/2024	4/23/2024 12:00:00 AM	4/23/2024 5:55:00 AM	REG3	5.916666667
6115- Your County	2005404	Employee 14	4/22/2024	4/23/2024 5:55:00 AM	4/23/2024 6:18:00 AM	REG3-DT	0.383333333
6115- Your County	2005404	Employee 14	4/23/2024	4/23/2024 5:29:00 PM	4/23/2024 6:00:00 PM	REG1	0.516666667
6115- Your County	2005404	Employee 14	4/23/2024	4/23/2024 6:00:00 PM	4/23/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/23/2024	4/23/2024 11:00:00 PM	4/24/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/23/2024	4/24/2024 12:00:00 AM	4/24/2024 5:59:00 AM	REG3	5.983333333
6115- Your County	2005404	Employee 14	4/23/2024	4/24/2024 5:59:00 AM	4/24/2024 6:30:00 AM	REG3-DT	0.516666667
6115- Your County	2005404	Employee 14	4/28/2024	4/28/2024 5:52:00 PM	4/28/2024 6:00:00 PM	REG1	0.133333333
6115- Your County	2005404	Employee 14	4/28/2024	4/28/2024 6:00:00 PM	4/28/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/28/2024	4/28/2024 11:00:00 PM	4/29/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/28/2024	4/29/2024 12:00:00 AM	4/29/2024 6:22:00 AM	REG3	6.366666667
6115- Your County	2005404	Employee 14	4/28/2024	4/29/2024 6:22:00 AM	4/29/2024 6:29:00 AM	REG3-DT	0.116666667
6115- Your County	2005404	Employee 14	4/29/2024	4/29/2024 5:45:00 PM	4/29/2024 6:00:00 PM	REG1	0.25
6115- Your County	2005404	Employee 14	4/29/2024	4/29/2024 6:00:00 PM	4/29/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/29/2024	4/29/2024 11:00:00 PM	4/30/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/29/2024	4/30/2024 12:00:00 AM	4/30/2024 6:15:00 AM	REG3	6.25
6115- Your County	2005404	Employee 14	4/29/2024	4/30/2024 6:15:00 AM	4/30/2024 6:25:00 AM	REG3-DT	0.166666667
6115- Your County	2005404	Employee 14	4/30/2024	4/30/2024 5:36:00 PM	4/30/2024 6:00:00 PM	REG1	0.4
6115- Your County	2005404	Employee 14	4/30/2024	4/30/2024 6:00:00 PM	4/30/2024 10:30:00 PM	REG3	4.5
6115- Your County	2005404	Employee 14	4/30/2024	4/30/2024 11:00:00 PM	5/1/2024 12:00:00 AM	REG3	1
6115- Your County	2005404	Employee 14	4/30/2024	5/1/2024 12:00:00 AM	5/1/2024 6:06:00 AM	REG3	6.1
6115- Your County	2005404	Employee 14	4/30/2024	5/1/2024 6:06:00 AM	5/1/2024 6:23:00 AM	REG3-DT	0.283333333

Attachment: EX D - Sample Punch Detail (10023 : 13th Mod California Forensic Medical Group - Jail Health)

EXHIBIT E

EXHIBIT E

Your County
Staffing Report
April 2024

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday			
	4/1/2024	4/2/2024	4/3/2024	4/4/2024	4/5/2024	4/6/2024	4/7/2024	4/8/2024	4/9/2024	4/10/2024	4/11/2024	4/12/2024	4/13/2024	4/14/2024	4/15/2024	4/16/2024	4/17/2024	4/18/2024	4/19/2024	4/20/2024	4/21/2024	4/22/2024	4/23/2024	4/24/2024	4/25/2024	4/26/2024	4/27/2024	4/28/2024	4/29/2024	4/30/2024	*Total Paid Hours*	*Contracted Hours*	*Variance*
Administrative Assistant (10hr shifts)																																	
Employee	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	0.00	10.00	10.00	10.00	2.00	0.00	0.00	10.00	12.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	11.00	164.00		
Employee	10.00	10.00	10.00	10.00	0.00	0.00	0.00	9.00	10.00	10.02	10.00	2.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.20	10.00	10.00	0.00	0.00	0.00	10.00	11.00	182.22		
Administrative Assistant - Total	10.00	20.00	20.00	20.00	10.00	0.00	0.00	9.00	10.00	20.02	20.00	12.00	2.00	0.00	10.00	20.00	22.00	20.00	10.00	0.00	0.00	10.00	20.20	20.00	20.00	10.00	0.00	0.00	10.00	21.00	346.22	350.00	-3.78
Certified Medical Assistant																																	
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.02	10.00	10.00	0.00	0.00	0.00	8.08	8.00	56.10		
Certified Medical Assistant Discharge Planning & MAT Med Administration - Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.02	10.00	10.00	0.00	0.00	0.00	8.08	8.00	56.10	176.00	-119.90
Dental Assistant (8hr shifts)																																	
Employee	0.00	0.00	0.00	0.00	0.00	0.00	8.07	0.00	0.00	0.00	0.00	0.00	8.13	7.98	0.00	0.00	0.00	0.00	0.00	8.13	7.55	0.00	0.00	0.00	0.00	0.00	8.23	7.95	0.00	0.00	56.05		
Dental Assistant - Total	0.00	0.00	0.00	0.00	0.00	0.00	8.07	0.00	0.00	0.00	0.00	0.00	8.13	7.98	0.00	0.00	0.00	0.00	0.00	8.13	7.55	0.00	0.00	0.00	0.00	0.00	8.23	7.95	0.00	0.00	56.05	64.00	-7.95
Dentist (8hr shifts)																																	
Employee	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	64.00		
Dentist - Total	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	64.00	64.00	0.00
Discharge Planner (10hr shifts)																																	
Employee	7.35	6.57	0.00	9.93	0.00	9.85	0.00	0.00	0.00	9.88	9.57	15.60	8.90	0.00	0.00	0.00	10.15	9.42	9.57	6.02	0.00	0.00	0.00	8.43	9.33	6.73	7.88	0.00	0.00	0.00	145.18		
Employee	0.00	8.15	0.00	0.00	7.33	0.00	0.00	8.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.65	0.00	0.00	8.63	0.00	0.00	0.00	8.43	0.00	0.00	8.25	0.00	0.00	4.47	6.55	68.07		
Employee	0.00	0.00	0.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	8.50	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	0.00	10.00	138.50		
Discharge Planner - Total	7.35	14.72	0.00	19.93	7.33	9.85	0.00	18.60	10.00	19.88	19.57	15.60	8.90	0.00	10.00	17.65	18.65	19.42	18.20	6.02	0.00	10.00	18.43	18.43	19.33	14.98	7.88	0.00	4.47	16.55	353.75	350.00	3.75
Health Services Administrator (Exempt Position)																																	
Employee	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	176.00		
Health Services Administrator - Total	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	176.00	176.00	0.00
LVN/LPT (12hr shifts)																																	
Employee	12.30	11.40	4.00	0.00	0.00	0.00	0.00	12.48	12.70	4.00	0.00	0.00	0.00	12.22	12.92	12.05	0.00	0.00	0.00	0.00	12.20	12.32	12.17	4.00	0.00	0.00	0.00	12.18	12.32	12.40	171.65		
Employee	10.80	0.00	0.00	0.00	0.00	0.00	6.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.45		
Employee	12.58	12.47	0.00	0.00	0.00	0.00	12.35	12.22	12.33	0.00	0.00	0.00	0.00	12.18	12.53	12.52	0.00	0.00	0.00	0.00	12.27	12.38	12.52	0.00	0.00	0.00	0.00	12.12	12.17	12.28	172.92		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Employee	0.00	0.00	12.03	11.98	12.22	0.00	0.00	0.00	0.00	12.02	11.87	12.03	0.00	0.00	0.00	0.00	12.35	11.92	11.98	0.00	0.00	0.00	0.00	11.97	12.52	12.13	0.00	0.00	0.00	0.00	145.02		
Employee	13.10	13.07	0.00	12.30	12.78	12.63	0.00	0.00	0.00	0.00	12.07	13.10	14.30	12.00	0.00	0.00	0.00	12.25	12.73	12.87	0.00	0.00	0.00	0.00	12.37	13.93	12.65	0.00	0.00	0.00	165.98		
Employee	0.00	12.15	0.00	0.00	0.00	0.00	11.58	11.35	8.03	0.00	0.00	0.00	0.00	11.63	11.88	11.10	0.00	0.00	0.00	11.62	0.00	11.48	0.00	0.00	0.00	0.00	0.00	11.68	11.10	11.20	134.82		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Employee	13.10	13.07	0.00	0.00	0.00	0.00	0.00	12.35	12.52	13.32	0.00	0.00	0.00	0.00	12.47	12.58	12.35	0.00	0.00	0.00	0.00	12.48	13.12	12.70	0.00	0.00	0.00	12.55	13.03	13.03	165.63		
Employee	0.00	0.00	0.00	0.00	0.00	12.13	0.00	0.00	0.00	12.23	12.13	12.57	0.00	0.00	0.00	0.00	11.60	12.32	11.95	0.00	0.00	0.00	0.00	12.05	12.05	12.08	0.00	0.00	0.00	0.00	121.11		
Employee	0.00	0.00	0.00	16.07	13.37	12.32	0.00	0.00	0.00	0.00	0.00	13.30	13.98	0.00	0.00	0.00	0.00	12.73	12.83	0.00	0.00	0.00	0.00	13.02	13.12	12.57	0.00	0.00	0.00	0.00	133.30		
Employee	0.00	0.00	0.00	0.00	0.00	12.03	0.00	0.00	0.00	0.00	12.47	0.00	13.20	12.15	0.00	0.00	0.00	0.00	0.00	12.63	0.00	0.00	0.00	0.00	9.48	12.82	0.00	0.00	0.00	0.00	84.78		
Employee	0.00	0.00	11.85	12.40	12.40	0.00	0.00	0.00	0.00	0.00	11.85	4.00	12.32	0.00	0.00	0.00	11.85	12.18	12.05	0.00	0.00	0.00	12.33	11.25	12.35	0.00	0.00	0.00	0.00	0.00	136.83		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.03	0.00	0.00	12.03		
Employee	0.00	0.00	11.48	12.08	11.78	0.00	0.00	0.00	0.00	11.40	0.00	0.00	0.00	0.00	0.00	0.00	11.25	0.00	0.00	0.00	0.00	0.00	0.00	11.58	11.32	5.83	0.00	0.00	0.00	0.00	86.73		
Employee	0.00	0.00	0.00	0.00	0.00	12.53	12.50	0.00	0.00	12.12	0.00	0.00	13.63	0.00	0.00	0.00	12.38	0.00	0.00	12.68	12.52	0.00	0.00	12.07	0.00	13.03	0.00	0.00	0.00	0.00	113.47		
Employee	0.00	0.00	0.00	0.00	12.27	12.35	11.82	0.00	0.00	0.00	0.00	12.00	11.97	12.97	0.00	0.00	0.00	0.00	12.02	6.45	12.03	0.00	0.00	0.00	0.00	0.00	11.80	12.05	0.00	0.00	127.72		
Employee	10.08	12.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.38		
Employee	12.00	11.90	9.70	0.00	0.00	0.00	0.00	11.97	12.10	11.88	0.00	0.00	0.00	0.00	12.55	12.20	11.70	0.00	0.00	11.42	0.00	11.35	11.57	11.77	0.00	11.92	11.92	0.00	11.53	12.33	199.80		
Employee	0.00	0.00	11.68	12.12	0.00	0.00	13.57	12.08	11.90	0.00	8.67	0.00	0.00	0.00	12.15	12.13	12.38	0.00	0.00	0.00	0.00	12.18	12.10	0.00	0.00	0.00	0.00	11.85	12.05	11.92	166.78		
Employee	0.00	0.00	11.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.12	0.00	0.00	0.00	0.00	0.00	12.08	0.00	0.00	0.00	11.95	0.00	0.00	11.33	0.00	0.00	0.00	12.03	11.93	83.20			
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.25	12.50	12.50	0.00	0.00	0.00	0.00	12.17	12.17	12.67	0.00	0.00	0.00	12.08	12.00	12.08	0.00	0.00	0.00	0.00	110.42		
LVN/LPT - Total	70.87	71.28	72.50	76.95	74.82	74.00	61.82	79.10	69.58	74.82	85.57	87.83	79.18	85.38	74.48	72.83	81.48	85.65	85.73	84.72	72.16	85.72	72.95	76.42	85.93	103.82	78.95	71.52	83.75	85.10	2177.03	2160.00	212.03
Medical Director (10hr shifts)																																	
Employee	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	180.00		
Medical Director - Total	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	10.00	10.00	180.00	180.00	0.00
Medical NP/PA (8hr shifts)																																	
Employee	0.00	0.00	0.00	3.00	11.17	0.00	12.35	0.00	0.00	0.00	0.00	11.57	0.00	11.30	0.00	0.00	0.00	11.18	11.02	0.00	0.00	0.00	0.00	11.07	0.00	11.42	0.00	0.00	0.00	0.00	94.07		
Employee	0.00	0.00	7.93	0.00	0.00	0.00	0.00	0.00	0.00	8.35	0.00	0.00	0.00	0.00	0.00	0.00	8.70	0.00	0.00	0.00	0.00	8.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.02		
Employee	0.00	1.50	1.00	1.50	0.00	2.00	0.00	0.00	1.50	0.00	1.75	0.00	1.50	0.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	1.25	0.00	19.00		
Employee	12.02	11.72	0.00	0.00	9.62	0.00	1.00	2.83	12.67	12.02	1.17	11.38	2.00	0.00	2.50	12.80	12.52	0.00	0.00	0.00	0.00	0.00	1.75	10.85	2.58	12.33	2.75	0.00	2.00	12.52	11.05	160.07		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Medical NP/PA - Total	12.02	13.22	8.93	4.50	20.79	2.00	13.35	2.83	14.17	20.37	2.92	23.95	3.50	11.30	3.50	12.80	22.22	11.18	12.02	1.00	0.00	9.03	1.75	23.92	2.58	24.75	2.75	0.00	3.25	12.52	11.05	306.15	240.00	66.15
Mental Health Supervisor (Exempt Position)																																	
Employee	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	176.00		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Mental Health Supervisor - Total	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	176.00	176.00	0.00
MHP (10hr shifts)																																	
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.82	0.00	0.00	0.00	0.00	0.00	0.00	10.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.83		
Employee	9.95	9.78	0.00	0.00	10.02	10.00	0.00	9.87	9.78	0.00	0.00	9.85	10.02	0.00	0.00	9.92	9.97	0.00	0.00	10.38	9.92	0.00	9.97	9.83	0.00	0.00	10.00	9.78	0.00	9.97	9.97	178.97		
Employee	0.00	0.00	10.00	10.07	10.03	0.00	10.02	0.00	0.00	9.97	5.97	0.00	0.00	0.00	0.00	10.02	11.47	0.00	0.00	0.00	0.00	0.00	9.57	10.57	10.02	0.00	0.00	0.00	0.00	0.00	107.68		
Employee	0.00	9.80	10.02	9.97	0.00	0.00	0.00	9.98	9.93	9.85	9.95	0.00	0.00	0.00	10.08	10.17	9.98	9.93	0.00	0.00	0.00	10.08	9.48	9.82	10.10	0.00	0.00	0.00	9.95	9.90	169.00		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Employee	0.00	10.13	0.00	4.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.02	0.00	10.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.22	0.00	0.00	0.00	45.42		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	9.38	0.00	0.00	0.00	0.00	0.00	0.00	9.95	0.00	0.00	0.00	29.23		
Employee	10.08	10.12	0.00	0.00	0.00	10.37	10.03	7.97	0.00	0.00	0.00	0.00	0.00	10.10	10.02	0.00	10.17	0.00	0.00	0.00	10.12	10.12	10.07	0.00	0.00	0.00	0.00	0.00	0.00	10.07	119.22		
Employee	0.00	0.00	0.00	0.00	0.00	10.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.13	0.00	0.00	20.18		
MHP - Total	20.03	29.93	20.02	24.97	20.05	20.05	20.38	29.88	27.68	19.82	15.92	19.87	16.83	29.02	20.00	20.09	21.62	9.93	0.00	19.80	20.04	18.23	29.61	29.82	20.12	0.00	29.92	19.91	0.00	19.97	20.05	684.53	690.00	-3.47
Psych NP (10hr shifts)																																	
Employee	0.00	0.00	0.00	10.03	11.45	9.98	0.00	0.00	0.00	10.07	11.33	10.17	10.32	0.00	0.00	0.00	10.43	11.00	10.55	9.93	0.00	0.00	0.00	9.47	10.62	10.87	10.03	0.00	0.00	0.00	156.25		
Employee	10.27	7.00	4.00	0.00	0.00	8.88	0.00	0.00	0.00	0.00	0.00	0.00	10.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.03	0.00	0.00	0.00	0.00	0.00	0.00	8.98	0.00	0.00	59.63		
Psych NP for Psychiatrist (2:1)																															8.73		
Psych NP - Total	10.27	7.00	4.00	10.03	11.45	18.87	0.00	0.00	0.00	10.07	11.33	10.17	10.32	10.47	0.00	0.00	10.43	11.00	10.55	9.93	10.03	0.00	0.00	9.47	10.62	10.87	10.03	8.98	0.00	0.00	207.15	180.00	27.15
Psychiatrist/Telepsychiatrist (8hr shifts)																																	
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	8.00		
Employee	0.00	11.65	0.00	9.07	0.00	0.00	0.00	0.00	10.38	0.00	11.27	0.00	0.00	0.00	0.00	11.32	0.00	10.63	0.00	0.00	0.00	0.00	7.85	0.00	9.30	0.00	0.00	0.00	0.00	10.17	91.63		
Psych NP for Psychiatrist (2:1)																															6.37		
Psychiatrist/Telepsychiatrist - Total	0.00	11.65	0.00	9.07	0.00	0.00	0.00	0.00	10.38	0.00	11.27	0.00	0.00	0.00	0.00	11.32	0.00	10.63	0.00	0.00	0.00	0.00	11.85	0.00	13.30	0.00	0.00	0.00	0.00	10.17	104.00	104.00	0.00
RN - Nursing Supervisor (Exempt Position)																																	
Employee	10.00	10.00	10.00	0.00	0.00	0.00	11.25	9.50	9.25	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	12.03	9.28	10.27	10.00	0.00	0.00	0.00	10.00	10.00	10.00	181.58		
RN coverage for RN - Nursing Supervisor																															152.82		
RN - Nursing Supervisor - Total	10.00	10.00	10.00	0.00	0.00	0.00	11.25	9.50	9.25	10.00	0.00	0.00	0.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	12.03	9.28	10.27	10.00	0.00	0.00	0.00	10.00	10.00	10.00	334.40	340.00	-5.60
RN (12hr shifts)																																	
Employee	0.00	12.18	12.58	12.88	0.00	0.00	0.00	0.00	0.00	0.00	12.18	12.23	13.00	0.00	0.00	12.25	12.33	12.10	0.00	0.00	12.32	11.90	12.13	0.00	0.00	0.00	0.00	0.00	0.00	11.90	160.00		
Employee	12.73	12.13	12.13	0.00	0.00	0.00	0.00	0.00	12.25	12.02	0.00	0.00	0.00	0.00	13.03	11.23	0.00	0.00	0.00	18.55	0.00	12.75	0.00	8.40	13.27	0.00	0.00	0.00	0.00	12.77	151.27		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.47	0.00	0.00	0.00	0.00	6.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.40		
Employee	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	7.05	0.00	4.00	0.00	0.00	0.00	0.00	6.07	0.00	0.00	4.00	0.00	0.00	6.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.53		
Employee	12.00	0.00	12.17	0.00	0.00	0.00	0.00	0.00	0.00	12.47	0.00	0.00	12.02	0.00	0.00	0.00	12.88	0.00	0.00	0.00	0.00	0.00	0.00	12.07	0.00	0.00	0.00	0.00	0.00	0.00	73.60		
Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.

Start Date 4/1/2024

		40.8 FTEs				4	5	5	4	4	4	4	Total Wkly		
Position	Location	EE Name	Shift		Contract Hrs	Sun	Mon	Tue	Wed	Thu	Fri	Sat		Avg of Hrs	FTE
Administrative Assistant	Your County	_Contract	Day		350		10.0	20.0	20.0	20.0	10.0		80.0	16.00	2.000
Certified Medical Assistant Discharge Planning & MAT Med Administration	Your County	_Contract	Day		176		8.0	8.0	8.0	8.0	8.0		40.0	8.00	1.000
Dental Assistant	Your County	_Contract	Day		64	8.0						8.0	16.0	8.00	0.400
Dentist	Your County	_Contract	Day		64	8.0						8.0	16.0	8.00	0.400
Discharge Planner	Your County	_Contract	Day		350		10.0	20.0	20.0	20.0	10.0		80.0	16.00	2.000
Health Services Administrator	Your County	_Contract	Day		176		8.0	8.0	8.0	8.0	8.0		40.0	8.00	1.000
LVN/LPT	Your County	_Contract	Day		1,080	36.0	36.0	36.0	36.0	36.0	36.0	36.0	252.0	36.00	6.300
LVN/LPT	Your County	_Contract	Night		1,080	36.0	36.0	36.0	36.0	36.0	36.0	36.0	252.0	36.00	6.300
Medical Director	Your County	_Contract	Day		180		10.0	10.0	10.0	10.0			40.0	10.00	1.000
Medical NP/PA	Your County	_Contract	Day		240	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	8.00	1.400
Mental Health Supervisor (LCSW/LMFT)	Your County	_Contract	Day		176		8.0	8.0	8.0	8.0	8.0		40.0	8.00	1.000
Mental Health Professional (LCSW/LMFT)	Your County	_Contract	Day		690	10.0	20.0	30.0	30.0	30.0	20.0	20.0	160.0	22.86	4.000
Psych NP/PA	Your County	_Contract	Day		180		10.0	10.0	10.0	10.0			40.0	10.00	1.000
Psychiatrist	Your County	_Contract	Day		104			8.0	8.0		8.0		24.0	8.00	0.600
RN - Nursing Supervisor	Your County	_Contract	Day		340	10.0	10.0	10.0	20.0	10.0	10.0	10.0	80.0	11.43	2.000
RN	Your County	_Contract	Day		720	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	24.00	4.200
RN	Your County	_Contract	Night		720	24.0	24.0	24.0	24.0	24.0	24.0	24.0	168.0	24.00	4.200
SUD Counselor	Your County	_Contract	Day		350		10.0	20.0	20.0	20.0	10.0		80.0	16.00	2.000

Total Contracted Hrs 7,040

Attachment: EX E - Sample Tableau Staffing Report (10023 : 13th Mod California Forensic Medical Group -

C23-158

Twelfth Modification of C11-169 for Inmate Medical Services

This twelfth modification of contract C11-169 for inmate medical services is between the County of Colusa (County), a political subdivision of the State of California, and California Forensic Medical Group, Inc., (Contractor), a California corporation.

Background

On July 1, 2011, the parties executed contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract"). This agreement has been modified eleven times since that date, for multiple time extensions, cost increases and staffing changes.

The existing agreement between the parties expired on June 20, 2023, however Contractor has continued to provide services on the terms and conditions under the existing contract with the understanding that a modification as detailed below would be presented for retroactive enactment.

The parties now wish to execute a twelfth modification to extend the termination date, increase the compensation paid to Contractor, and modify the terms of payment.

Modification

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

1. Section 1.01, Term of Contract, is modified by extending the termination date from June 30, 2023 to June 30, 2024.

2. Section 3.01, Compensation Flat Rate, is modified by deleting entirely and replacing with "In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $769,984.49. The per diem is $2.32. Payment of twenty-five percent ($192,496.12) payable within thirty days of full execution of this modification, followed by nine equal installments ($64,165.37) of the remainder, on or before the tenth day of each month."

COUNTY OF COLUSA

Date: 8/1/23

Kent S. Boes, Board Chair

CALIFORNIA FORENSIC MEDICAL GROUP

Date: 9/25/23

Signature

J. BAZZEL PRESIDENT

Printed Name and Title

Attachment: C23-158 12th Mod. California Forensic Medical Group, Inc (10023 : 13th Mod California Forensic Medical Group - Jail Health)

C23-158

APPROVED AS TO FORM

for _____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy

Attachment: C23-158 12th Mod. California Forensic Medical Group, Inc (10023 : 13th Mod California Forensic Medical Group - Jail Health)

C22- 158

Twelfth Modification of C11-169 for Inmate Medical Services

This twelfth modification of contract C11-169 for inmate medical services is between the County of Colusa (County), a political subdivision of the State of California, and California Forensic Medical Group, Inc., (Contractor), a California corporation.

Background

On July 1, 2011, the parties executed contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract"). This agreement has been modified eleven times since that date, for multiple time extensions, cost increases and staffing changes.

The existing agreement between the parties expired on June 20, 2023, however Contractor has continued to provide services on the terms and conditions under the existing contract with the understanding that a modification as detailed below would be presented for retroactive enactment.

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COUNTY OF COLUSA

Date: 8/1/23

Kent S. Boes, Board Chair

CALIFORNIA FORENSIC MEDICAL GROUP

Date: 9/25/23

Signature

J. BAZZEL PRESIDENT

Printed Name and Title

Attachment: C23-158 12th Mod. California Forensic Medical Group, Inc (10023 : 13th Mod California Forensic Medical Group - Jail Health)

C22-158

APPROVED AS TO FORM

for _____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy

Attachment: C23-158 12th Mod. California Forensic Medical Group, Inc (10023 : 13th Mod California Forensic Medical Group - Jail Health)

CONTRACT FOR MEDICAL SERVICES FOR INMATES OF COLUSA COUNTY ADULT DETENTION FACILITY

THIS CONTRACT is made this 1st day of July, 2011, between CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, independent contractor, having a principal place of business at Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, California 93940, hereinafter referred to as "Contractor", and the COUNTY OF COLUSA, hereinafter referred to as "County".

RECITALS

1. The County of Colusa is required by law to provide health care services to inmates in the custody of the County Sheriff. County desires to engage the services of a qualified outside medical provider to provide these services.

2. Contractor desires to provide these services to inmates in the custody of the Colusa County Sheriff.

AGREEMENT

ARTICLE I.
TERM OF CONTRACT

Section 1.01. The effective date of this agreement is July 1, 2011. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2014. Thereafter, the agreement may be extended annually upon written agreement of the parties hereto.

ARTICLE II.
SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01. No relationship of employer and employee is created by this Contract; it being understood that Contractor is an independent contractor, and none of the attending physicians, nursing personnel, administrative support personnel or other persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no right or authority over such employment, except as provided in this Contract.

Contractor's Services

Section 2.02. Contractor agrees to perform the services and comply with all terms and conditions of the proposal submitted by Contractor (Exhibit "A"). Also included as part of this agreement is (Exhibit "B") Price Proposal and (Exhibit "C").Staffing pattern which are incorporated as part of this agreement.

Method of Performing Services

Section 2.03. Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the right to make minor procedural changes that do not conflict with the intent of this agreement.

Employment of Assistants

Section 2.04. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Equipment and Facilities

Section 2.05.

(a) The County shall provide the space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair Contractor shall replace or repair, at Contractor's

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

expense, said equipment with the same or comparable medical equipment and working order.

(b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

(c) Contractor shall maintain all medical and office equipment regardless of ownership, that is used for the performance of this Contract.

Hours and Personnel

Section 2.06.

(a) Contractor shall maintain adequate health personnel to provide services required herein. Contractor shall maintain the staffing pattern, hours, and availability described in Exhibit "A" as the minimum staffing level. The hours and availability as set forth in Exhibit "A" may be modified by written mutual consent.

(b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community.

(c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.

(d) Contractor shall hire and maintain a registered nurse who will be the on-site Program Administrator and will be designated as the liaison person between Contractor and County. The Program Administrator shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, as applicable.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

(e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

(f) Contractor shall be responsible for time and attendance accountability.

(g) County's Sheriff reserves the right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.

(h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.

(i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates booked outside of the facilities.

Records and Reports

Section 2.07.

(a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Exhibit "A". During the term of this agreement, the County of Colusa shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

(b) Contractor shall have access to these records after the termination of this contract for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

Administrative Requirements

Section 2.08.

(a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.

(b) Contractor shall comply with all County departmental procedures as applicable to detention facilities and as determined by County. This shall include, but not necessarily be limited to, such items as inmate security, health policies set by the Health Officer, and mental health policies relating to the transfer of inmates.

(c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.

(d) Contractor shall ensure that its staff document all health care encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.

(e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.

(f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

(g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars ($15,000) per medical surgical inpatient episode. Contractor will not be responsible for psychiatric hospitalizations.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

(h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate person whose medical history, condition, problem or status is at issue.

(i) Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.

(j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

ARTICLE III.
COMPENSATION

Flat Rate

Section 3.01. In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $394,140 for services to the inmate population for the period of July 1, 2011 to June 30, 2012 in twelve equal installments on or before the tenth day of each month.

Annual Price Adjustments

Section 3.02. The base price of in section 3.01 and the per diem rate in section 3.03 will be adjusted annually on the anniversary date of the agreement based on the following percentage:

The percentage increase or decrease which shall be defined of the Urban Wage Earnrs and Clerical Workers Medical Care Index for San Francisdco/Oakland/San Jose Region for the period of February to February of each year.

Population Adjustment/Rebate

Section 3.03. County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $1.81 per day. The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $1.81 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.

Third Party Payments

Section 3.04.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

(a) With respect to inmates who are provided off-site medical services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate medical insurance is available.

(b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

Adjustment to Price

Section 3.05. Changes in contractual provisions or services to be furnished under the contract may be only in writing and must be approved by the Colusa County Board of Supervisors and Contractor. Should a decision be made to increase or decrease the scope of the contract, the County and the Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall become an amendment to this Agreement.

Section 3.06. Any modification in Exhibit "A" which does not affect cost must be requested in writing and approved by the Sheriff.

ARTICLE IV.
COMPLIANCE WITH MINIMUM JAIL STANDARDS

Section 4.01. Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

ARTICLE V.
RESEARCH

Section 5.01. No research projects involving inmates or detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff, or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff, or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate or detainee who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

ARTICLE VI.
INDEMNIFICATION

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

Section 6.01. Contractor agrees to indemnify, defend and save harmless, County, its agents, officers, and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by Contractor or its agents and employees pursuant to this agreement.

County agrees to indemnify, defend and save harmless, Contractor, its agents, officers and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with County's operations or its services hereunder, including any compensation suits, liability or expense, arising from or connected with services performed by County or its agents and employees pursuant to this agreement.

ARTICLE VII.
INSURANCE

Section 7.01. The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements.

1. Workers' Compensation and Employer's liability: Worker's Compensation limits in accordance with Section 3700 of the Labor Code of the State of California and Employer's liability limits of $1,000,000 per accident.

2. Comprehensive General Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.

3. Automobile Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury and property damage.

4. Professional Liability: Professional Liability insurance covering all medical professional staff $2,000,000 limited per occurrence and $5,000,000 in aggregate annually.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

The Contractor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the County of Colusa.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees, or volunteers.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

Verification of Coverage

Contractor shall furnish the County of Colusa with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ARTICLE VIII.
METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENT

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

Section 8.01. All notices, bills and payments shall be made in writing and may be given by personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY:	Colusa County Sheriff's Department 927 Bridge Street Colusa, CA 95932
CONTRACTOR:	California Forensic Medical Group, Inc. 300 Foam Street, Suite B Monterey, CA 93940

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Section 8.02. All notices and other correspondence shall be mailed to the Sheriff. These County officials may elect a designee to act on their behalf, but absent a written designation, such notices and correspondence shall be mailed to:

Colusa County Sheriff's Department
927 Bridge Street
Colusa, CA 95932

ARTICLE IX.
MERGER

Section 9.01. This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ARTICLE X.
TERMINATION

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

Section 10.01. The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

ARTICLE XI.
FAILURE TO PERFORM

Section 11.01. The services rendered under this Contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

ARTICLE XII.
NO WAVER OF BREACH

Section 12.01. The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

COUNTY OF COLUSA

By: _____
Chairman of the Board of Supervisors

Dated: 4/26/11, 2011.

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____

Dan Hustad
Print or type name

Dated: 7-18-11, 2011.

ATTEST:

By: _____
County Clerk and Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
Sheriff

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)



Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

ON-SITE SERVICES AND OFF-SITE SERVICES

A

RECEIVING SCREENING

Medical Screening will be performed by trained correctional staff on all inmates, including transferees, immediately upon arrival at the Colusa County Correctional Facility. Screening shall include:

- ~ Visual observation and inquiry for medical and mental health problems and developmental disabilities
- ~ Inquiry regarding current illnesses or medications, communicable diseases, drug or alcohol abuse, seizure disorders, suicidal ideation, gynecological problems, possibility of current pregnancy, recent history of childbirth, miscarriage or abortion

Observation of:

- ~ Behavior - consciousness, mental status, appearance, conduct, tremors and sweating
- ~ Body deformities and ease of movement. Presence of medical prosthesis
- ~ Condition of skin - trauma markings, bruises, lesions, jaundice, rashes and infestations, needle marks or other indications of drug use
- ~ Slowness of speech or lack of comprehension of questions suggestive of developmental disabilities

Disposition:

- ~ Referral to appropriate health care staff, for follow-up and treatment.
- ~ Emergency room for evaluation and treatment for those conditions that are beyond the capability of on-site health services staff
- ~ Recommendations for housing (ie, general population, isolation, or special observation)

All findings will be recorded on the Intake Health Screening form. The individual conducting the screening will document all answers noting; Yes, No, Refuses to Answer, or Unable to Answer, to all questions on the form. A copy of the Intake Health Screening form will be included in the inmate's medical record.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

B DAILY TRIAGING OF COMPLAINTS

Inmates written health complaints and requests will be collected and triaged five days per week by qualified health services staff. Urgent requests will be seen by the on-site medical provider or nursing staff. During the times that medical staff are not on-site, correctional staff will solicit sick call requests and determine, based on the nature of the complaint and pre-determined written guidelines, whether the on-call health care staff is contacted, or the inmate is sent to emergency room, or scheduled for next sick call. Emergency requests will be seen immediately and transported as required. All sick call requests will have the following notations; date and time reviewed, signature of the health services staff, and disposition. (ie, scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility.) All sick call requests will be filed in the inmates medical record.

The medical director will oversee the triage system utilized in the Colusa County Correctional Facility. CFMG has specific triage guidelines to assist nursing staff in responding to a variety of medical complaints. (ie, dental pain, alcohol withdrawal, pregnancy, diabetes, seizures.) To assure that staff are adequately trained to perform these tasks, CFMG provides a comprehensive orientation program. All nurses will be required to attend a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CFMG.

C HEALTH INVENTORY AND COMMUNICABLE DISEASE SCREENING

A complete gender specific health inventory and communicable disease screening will be completed on all inmates within 14 days of arrival at the facility. Communicable disease screening shall include at a minimum, screening for tuberculosis and other diseases in accordance to the findings of the health inventory. The completed history form and the intake health screening form will be reviewed with the inmate by a qualified health services professional.

Positive findings shall be recorded on the problem list. A follow-up plan of action will be developed and documented in the health record. Positive findings and conditions requiring further evaluation and/or treatment will be referred to the appropriate medical provider.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

D HEALTH CARE MAINTENANCE

A complete physical examination will be performed on all inmates by qualified health care personnel within six months from the date of incarceration.

E SICK CALL

Routine sick call will be conducted by a physician and/or qualified health care personnel (physician assistant/family nurse practitioner or RN operating under Standardized Procedures) at the Colusa County Correctional Facility five days a week (Monday - Friday). Health services staff will make every effort to conduct sick call in housing areas to minimize inmate movement.

Procedures for inmate access to medical care will be posted in booking areas in English and Spanish. These notices will also be posted in all inmate housing areas. In addition, verbal advisement of the sick call procedure will be given at the time of booking.

All sick call encounters will be documented in the inmate medical records to include date and time seen, assessment of the medical provider utilizing the SOAP format, treatment plan, advisement for follow-up, and signature of the treating provider.

F MEDICAL/SURGICAL INPATIENT CARE, EMERGENCY ROOM OR INMATES REQUIRING ACUTE HOSPITAL SERVICES

Inmates requiring acute hospital services such as critical and intensive care/monitoring and general surgery will be referred to Colusa Regional Medical Center. CFMG will assume all health related costs, subject to $15,000 per episode catastrophic limit, for inmates (excluding security) from the time of booking, medical clearance, and physical placement of an inmate into the jail facility. Escapees and inmates transferred to other custodial jurisdictions will not be CFMG's responsibility. No referrals will be made to any facility without the approval of the physician or on-call medical personnel (with the exception of life-threatening emergencies). The medical director will be responsible for liaison with hospital medical staff to transfer inmates back to custody as soon as it is medically feasible. All hospitals will be reimbursed based upon P.C. 4011.10 rates.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

G SPECIALTY SERVICES

Procedures and Overview:

CFMG will utilize specialists as medically indicated when such services cannot be provided on-site. Based on our experience, qualified and diligent medical staff on-site can significantly reduce the number of referrals to specialty clinics. The most utilized specialty clinics are obstetrics and orthopedic. All referrals to specialists and off site clinics will be approved by the medical director.

H EMERGENCY SERVICES

All health services staff shall be familiar with the common medical emergencies that may occur in the Colusa County Correctional Facility, and know the appropriate first aid procedures necessary to treat them. In addition, the names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available. If a medical emergency is reported, the on-site health services staff will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment. If, in the opinion of health service staff, the patient requires treatment that is beyond on-site capabilities, he/she will notify the watch commander to request and specify mode of transportation (ie, ambulance or patrol car). Colusa Regional Medical Center will be utilized.

Medical professional staff will be on-call, 24 hours per day, seven days per week, to respond to medical and custody staff for routine or emergency situations as they arise.

I ANCILLARY SERVICES

CFMG will provide laboratory, x-ray and other required ancillary services. Laboratory services are currently provided through a statewide contract laboratory. All specimens will be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.

Grossly abnormal test results will be communicated to the health services staff immediately. All other results will be forwarded to the health services staff on a daily basis or as soon as possible.

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Routine x-ray services will be provided on-site through a contract with a national x-ray company and EKG machines will be available on-site. Specialized studies such as MRI, CAT scans, EEG and ultrasound will be provided through Colusa Regional Medical Center. For both specialty and ancillary off-site services, the RN will coordinate with the facility commander or designee to ensure efficient scheduling. Every attempt will be made to ensure that transportation and security costs are kept to a minimum.

J DENTAL CARE

Dental screening will be performed as part of the routine health assessment. Dental care will be provided to inmates under the direction of a licensed dentist. Treatment provided is based on the inmate's needs, length of stay and priorities listed below:

- ~ Relief of pain and treatment of acute infections. This would include hemorrhage, toothaches, broken, loose, or knocked out teeth, abscesses, and dry sockets after extractions.
- ~ Extraction of unsalvageable teeth.
- ~ Repair of injured or carious teeth.
- ~ Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient should be considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense. Otherwise, appropriate referral information should be supplied upon release. A record of dental treatment will be maintained in each patient's medical record. Inmate requiring emergency dental services will be transported to the Butte County Jail. Services will be provided by a CFMG dentist.

K MEDICAL RECORDS

The medical director and program manager will be responsible for the maintenance of individual health records. All medical records will be maintained in compliance with

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

California State regulations and consistent with community standards of practice. The "Problem Oriented Medical Record" format is utilized throughout our system.
The health record will contain the following information:

- ~ Identifying information (e.g. inmate name, alias, ID #, date of birth)
- ~ Completed Receiving Screening form
- ~ Medical Evaluation Report
- ~ All findings, diagnosis treatments and dispositions
- ~ Problem list
- ~ Medication Administration Record
- ~ Laboratory, x-ray and diagnostic studies
- ~ Signed Informed Consent
- ~ Refusal forms
- ~ Place, date and time of all health encounters
- ~ Dental consultations/treatments
- ~ Psychiatric evaluations and treatments
- ~ Hospital Discharge Summaries
- ~ Transfer forms
- ~ Individual treatment plans as required
- ~ Allergy alert

Maintenance of Records

All health services staff will be responsible for maintaining current, accurate, and legible medical records.

Medical records shall be maintained in secure locked storage cabinets within the medical section. Access to medical records shall be limited to licensed health services staff and medical records personnel.

All examinations, treatments and procedures are governed by informed consent in the language spoken by the inmate. Any competent inmate may refuse medical care. Consent and Refusal forms will be completed as necessary and enclosed in the medical record.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

The health authority or his/her designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

The physician-patient confidentiality privilege will apply to all medical records. All requests for medical information will require written consent of the inmate or subpoena. Alcohol and drug abuse information is confidential under federal regulations and may only be disclosed by specific written consent of the inmate.

CFMG will utilize the standardized "Inter-Facility Transfer of Medical Information" form to provide for continuity of care for those inmates being transferred to another correctional institution.

Existing medical records and medical records prepared by CFMG shall be the property of Colusa County and maintained by CFMG throughout the course of the contract. CFMG will not destroy medical records.

L PHARMACEUTICALS AND MEDICAL SUPPLIES

The FNP/RN will be responsible for purchasing of all supplies through purchasing agreements developed by our corporate staff. We have established formularies for pharmaceuticals and medical supplies which will be utilized. Pharmaceuticals will need to be ordered on an individual prescription basis. Psychiatric pharmaceuticals will be ordered under a separate account and paid for by Colusa County.

To assure safe, accurate methods of administering medication, CFMG will adhere to all state and federal laws and regulations regarding prescribing, dispensing and administration.

ANB Pharmacy will perform annual reviews of our on-site storage, inventory, monitoring of controlled substances, and review of ordering practices.

Administration of Medication

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Correctional staff will continue to administer medications as is currently the practice. Specific concerns unique to this setting, i.e., palming and cheeking of medication, hoarding medications for favors, or potential suicide attempts will also be discussed.

M CLINIC SPACE/EQUIPMENT

Adequate space, equipment, supplies, materials, and publications as determined by the health authority will be provided for the delivery of health care. CFMG will purchase all medical equipment and supplies required for Colusa County Facilities. As previously mentioned, CFMG has statewide contracts with pharmaceutical and supply vendors that service our sites. CFMG will safeguard all existing county owned equipment and replace as needed.

N MENTAL HEALTH SERVICES

Outpatient mental health services shall include screening, evaluation, diagnosis, treatment and referral services and will be available to all inmates in the Colusa County Jail. All mental health outpatient services shall be provided by qualified health services staff assigned through Colusa County Behavioral Health. Inmates requiring services beyond the on-site capability at the Colusa County Jail shall be referred to appropriate off-site providers as directed by mental health staff.

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All new inmates shall be observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening. Any inmate exhibiting or testifying to presence or history of mental illness will be seen initially by the RN who will make an assessment of the inmate's condition and refer to the mental health provider as required. CFMG health services staff will administer psychotropic medications as prescribed by the psychiatrist.

A Psychiatrist will be on-site once every other week at the Colusa County Jail. Colusa County will provide Mental Health On-call services 24 hours per day, 7 days per week. Inmates requiring special housing and/or observation for psychiatric reasons will be housed pursuant to consultation with the facility manager or watch commander and the responsible on-duty medical/mental health staff.

Crisis intervention and management of acute psychiatric episodes shall be handled initially by the R.N. In the event that the R.N. feels that an inmate meets criteria for Section 5150 of the W & I Code, they will follow county procedures for admission to the appropriate psychiatric inpatient setting. Inpatient psychiatric care will not be the financial responsibility of CFMG, Inc. Lab, pharmaceuticals, and diagnostic tests ordered by the psychiatrist will not be the financial responsibility of CFMG.

O DRUG AND ALCOHOL SERVICES

Inmates booked into the Colusa County Jail who are intoxicated shall be placed in detoxification cells and monitored by medical and custody staff in accordance with established written policies and procedures approved by the medical director and facility commander. Inmates will be evaluated on an individual basis by medical staff to determine the need for medically supported detoxification during incarceration.

The clinical management of chemically dependent inmates shall include diagnosis of chemical dependency by a physician or qualified health services staff. An individualized treatment plan will be developed and implemented, and a referral for community resources will be given upon release when appropriate.

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Inmates exhibiting signs of drug or alcohol withdrawal will be evaluated by health services staff. During the time health services staff are not on-site, and correctional staff suspect an inmate is experiencing withdrawal symptoms, they should transport the inmate to Colusa Regional Medical Center for medical clearance.

- Inmates identified by self or deputies as substance abusers shall be evaluated by health services staff to determine medical status.
- Evaluation, treatment, and referral shall be carried out in accordance with direct physician orders, or approved CFMG Protocols/Standardized Procedures.
- Opiate dependent pregnant inmates shall be evaluated by health services staff upon admission to the facility. Evaluation, treatment, and referral shall be in accordance with direct physician orders.
- Inmates who are unresponsive and/or whose condition is deemed by on-duty health services staff as unsuitable for housing in the jail shall be transported to Colusa Regional Medical Center for treatment.
- Inmates who have been treated for chemical dependency during their incarceration shall be counseled and referred to community resources upon release from the facility.

P MISCELLANEOUS SERVICES, OTHER TITLE 15, AND CMA REQUIREMENTS

Pregnant and Lactating Inmates

Comprehensive counseling and assistance are provided to pregnant inmates in keeping with their expressed desires in planning for their unborn children, whether desiring abortion, adoption service, or to keep the child.

All females shall be queried whether pregnant, recent delivery, miscarriage, or abortion as part of intake health screening completed upon admission to the facility. When pregnancy is determined, the patient will be scheduled for routine obstetric care with an off-site specialist. Prenatal and postnatal care shall be provided in accordance with the treatment plan established by off-site OB/GYN specialist. Opiate dependent pregnant inmates will be treated by direct orders of the responsible MD.

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Pregnant and lactating inmates will be given educational information and counseling regarding levels of activity, safety precautions and nutrition. Inmates desiring termination of pregnancy or adoption services shall be scheduled for counseling.

Medical Diets

Dietary services in the Colusa County Jail adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. The facility manager will arrange for an annual dietician review of the Dietary Manual.

In general, sufficient variety is offered so that individuals with specific dietary restrictions can meet their nutritional needs in an appropriate fashion. Simple instructions from the health services staff on how to properly select from the menu is offered. CFMG will coordinate for the provision of special diets with the County's food service coordinator.

Food Service Workers

Inmates assigned to work in food service areas shall receive a kitchen clearance examination prior to beginning work in the kitchen area. Included in this clearance will be TB screening. The food service director shall be responsible for monitoring the health and cleanliness of all inmate food handlers.

Communicable Disease

Communicable disease screening, continuing medical surveillance, case management and reporting are done pursuant to written procedures and guidelines. These procedures and guidelines are established and approved by the medical director, program manager, and the facility manager in accordance with state and local regulations and accepted community standards and practice. Universal precautions shall be practiced by all staff in the jail.

Inmates will be screened for communicable diseases during the Reviewing Screening process, Health Inventory & Communicable Disease Screening and sick call. Inmates identified as having or suspected of having a communicable disease will be treated in accordance to written standardized procedures, or by the direct order of the physician. TB testing will be performed as part of the Health Inventory & Communicable Disease Screening performed within 14 days of incarceration.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

CFMG will notify the Public Health Department of communicable diseases within the Colusa County Jail.

Treatment/Case Management

- ~ Treatment and case management of inmates identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders, written protocols, and standardized procedures and/or guidelines approved by the Medical Director.
- ~ Infection Control Guidelines for Colusa County Jail.
- ~ Exposure to Pathogenic Organism by CFMG staff
- ~ Infection Control: Potential Exposure
- ~ AIDS and Hepatitis B Isolation Guidelines

Reporting Custody - Health services staff will report incidence of communicable disease exposure to the officer in charge of the facility in accordance to CFMG "Communicable Disease Reporting Requirements" procedure.

Public Health Reporting - Health services staff shall report reportable communicable diseases to the Colusa County Public Health Department utilizing the *Confidential Morbidity Report Card*. Minimal information to be reported is: name, address, telephone number, occupation, diagnosis, sex, date of onset and diagnosis, and name and telephone number of the reporting physician. The inmate will be informed that the communicable disease will be reported to Colusa County Public Health and that he/she may be contacted for follow-up by a Colusa County Public Health Nurse.

Control and Treatment of Ectoparasites

Ectoparasitic infestation will be treated on an individual basis promptly and thoroughly to prevent the spread of communicable conditions within the facility. An inmate, complaining or suspected of being infested, will be examined by on duty health services staff. When lice or nits are found, the medical personnel will be responsible for overseeing the treatment.

Individuals suspected of having scabies will be isolated and placed on priority list for next sick call.

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Preventative Care/Inmate Education

Medical preventative maintenance, screening and education will be provided to inmates at the Colusa County Jail. Health education materials are provided to all inmates upon request.

In addition, individual patient education is provided on a regular ongoing basis during patient/staff encounters. Topics included, but not limited to are:

- ~ Sexually transmitted diseases
- ~ HIV/AIDS counseling
- ~ General health issues (alcohol, drug abuse education, prenatal care, diet and nutrition)
- ~ Tuberculosis

Inmates in Isolation/Administrative Isolation

To prevent depression, suicidal behavior and/or a digression of physical well being, inmates placed out of the general population in isolated cells for any reason shall be evaluated by health services staff three times per week to assess their physical and mental status. Evaluation will include notation of any bruises or self inflected injuries and comments on the inmate's general attitude and outlook. A notation will be placed in each inmate's chart after observation, to include date, time, findings, and name of evaluator.

Restraints

Inmates shall be placed in restraints by custody only with the approval of the facility manager or the watch commander.

Restraint devices shall only be used on inmates who display any of the following:

- ~ Bizarre behavior resulting in the destruction of cell furnishings;
- ~ Intent to harm themselves;
- ~ Intent to harm others; and/or,
- ~ Gravely disabled.

Continued retention shall be reviewed by the facility commander or watch commander at a minimum of every two hours.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

A medical opinion on placement and retention shall be secured as soon as possible but no later than 4 hours from the time of placement. Medical clearance for continued retention shall occur at least every six hours thereafter. A mental health consultation shall be secured within 8 hours.

Emergency First Aid/Staff and Visitors

CFMG will provide emergency first aid services to county staff and visitors within the confines of the Colusa County Jail. Health services staff will stabilize and arrange for transfer to an appropriate off-site facility.

First Aid Kits

First Aid Kits will be approved by the medical director or designee for content, location and inspection.

Continuity of Care

Patients will receive continuity of care from admission to discharge while in the Colusa County Jail, including referral to community care when indicated.

Health providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

A *Transfer of Medical Information* form will be completed and accompany inmates being transferred to another detention institution. Limited amounts of essential medications taken while in jail may be given to the inmate upon discharge by order of the physician.

Standardized Procedures

Standardized procedures have been developed through the collaborative efforts of nursing, medicine and administration. Nursing staff must be properly trained and approved by the responsible physician prior to utilizing standardized procedures. Only RN's will be authorized to operate under standardized procedures. These procedures will be reviewed at least once annually.

Direct Orders

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

Treatment by qualified health trained personnel other than a physician or dentist is performed pursuant to direct orders written and signed by personnel authorized by law to give such orders.

All orders shall be recorded in the medical record. Verbal orders shall be documented as such in the medical record and countersigned by the responsible physician.

Special Needs/Individual Treatment Plans

A written individualized treatment plan shall be developed by qualified health services staff for inmates requiring close medical supervision, including chronic and convalescent care to include directions to health services and other staff regarding their roles in the care and supervision of these inmates.

Treatment plans shall include housing, dietary, medication, observation and monitoring, and follow-up referral as appropriate.

The facility manager or his designee shall be included in the development of treatment plans which include custody (e.g. housing, observation, transportation).

Prosthesis

Medical prosthesis and eyeglasses are provided when the health of the inmate would otherwise be adversely affected as determined by the responsible physician. All medical prosthesis will be cleared by custody staff.

Access to Health Care Services

Information regarding access to health care services shall be communicated verbally and in writing to inmates upon their arrival at the Colusa County Jail. Provision shall be made to communicate this information to non-English speaking inmates. Verbal explanations of the sick call procedure shall be communicated to all detainees at the time of booking.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

COST PROPOSAL FOR JAIL INMATE MEDICAL SERVICES TO THE COLUSA COUNTY ADULT FACILITY

8.2.2 Price Proposal Elements

CFMG has been the provider of medical services for Colusa County since 2000. Our price proposal for comprehensive services for the period of July 1, 2011 to June 30, 2012 is $394,140. The price proposal is based on the following assumptions:

1) Staffing pattern as presented in proposal.
2) Average inmate population of 65 inmates
3) Responsible for inmates after they are medically cleared, physically placed and booked into the adult facility.
4) Catastrophic limit of $15,000 per medical surgical inpatient episode.
5) Per Diem charge of 1.81 per inmate for an quarterly average inmate population in excess of 75. Per Diem rebate of $1.81 for quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.
6) Monthly price and Per Diem adjustment on July 1 of each year based on the consumer price index percentage increase or decrease which shall be defined as the United States City Average for Urban Wage Earners and Clerical Workers Medical Care Index for the San Francisco/Oakland/San Jose Region for the period of February to February of each year.
7) No responsibility for off-site or on-site mental health costs.
8) No requirement to apply for or achieve IMQ accredidation.
9) Liability for HIV medications will be limited to $5,000 aggregate annually.
10) Provision of our current insurance program.

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

EXHIBIT "C"

COLUSA COUNTY STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Charge RN/FNP		8-4	8-4	8-4	8-4	8-4		40	1.0	Jail
Medical Director Physician	Once per week							2-4	.05-0.1	Jail
Medical On-Call	24 hours a day, seven days a week									Jail

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

Group

For: Inmate Health
Care Services

6-28-11

Sheriff/Jail

Attachment: C11-169 (10023 : 13th Mod California Forensic Medical Group - Jail Health)

COUNTY OF COLUSA, CA

3.6

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Public Works/Road Department

FROM: Brian Mickelson

SUBJECT: **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.**

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.

Detailed Description/Background of request

In the fall of 2023, the County started a project to repair the badly damaged roadway. A full depth reclamation was performed to the roadway; however it was necessary to winterize the project due to inclement weather before the road work could be completed. The remaining portion of the project consisted of regrading/shaping and compacting the existing aggregate base, placing and compacting 5" of asphalt, shoulder backing the road and striping it. The contract was awarded at the May 7, 2024 meeting and the work was completed on July 31,2024.

Prior Board Action

Approved Contract on May 7, 2024

Fiscal Impact/Funding Source

Budgeted (007-53180-610-0)

Action for the Clerk

File Notice provide CBO and executed notice to Department

ATTACHMENTS:

- Notice of Completion (RTF)

RECORDING REQUESTED BY:

County of Colusa

WHEN RECORDED MAIL TO:

County of Colusa
1215 Market Street
Colusa, CA 95932

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.

2. The full name of the owner is the County of Colusa.

3. The full address of the owner is 546 Jay Street, Colusa, CA 95932.

4. The nature of the interest or estate is: Owner

5. The full name and address of the owner who holds title or interest with the above named property are: County of Colusa

6. A work of improvement on the property herein described was completed on, **July 31, 2024.**

7. The name of the contractor performing the work of improvement is **Lamon Construction Co. Inc.**

8. The street address of said property is on **Reconstruction on County Line Road.**

9. The property on which said work of improvement was completed is in the County of Colusa, State of California and is described as follows:

Road Reconstruction County Line Road 2047 Canal to Browning Road

(SEE EXHIBIT A FOR SPECIFIC LOCATION)

_____ _____
Date **Michael J Azevedo, Director**

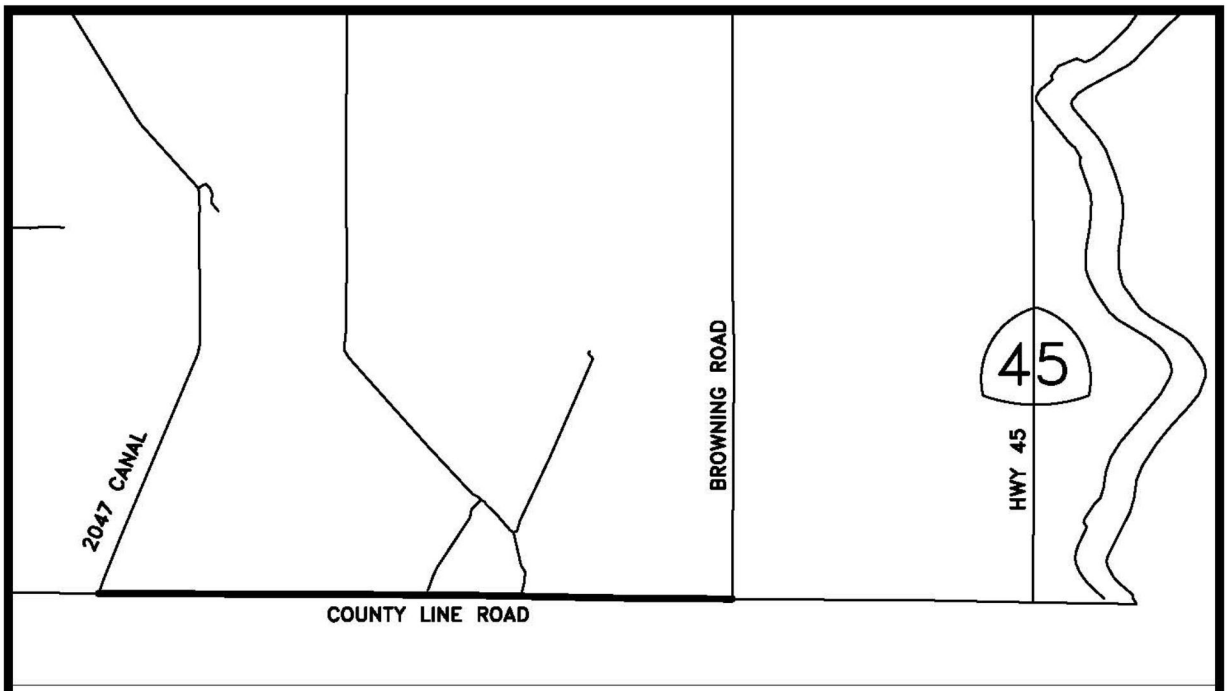
STATE OF CALIFORNIA }
County of Colusa }

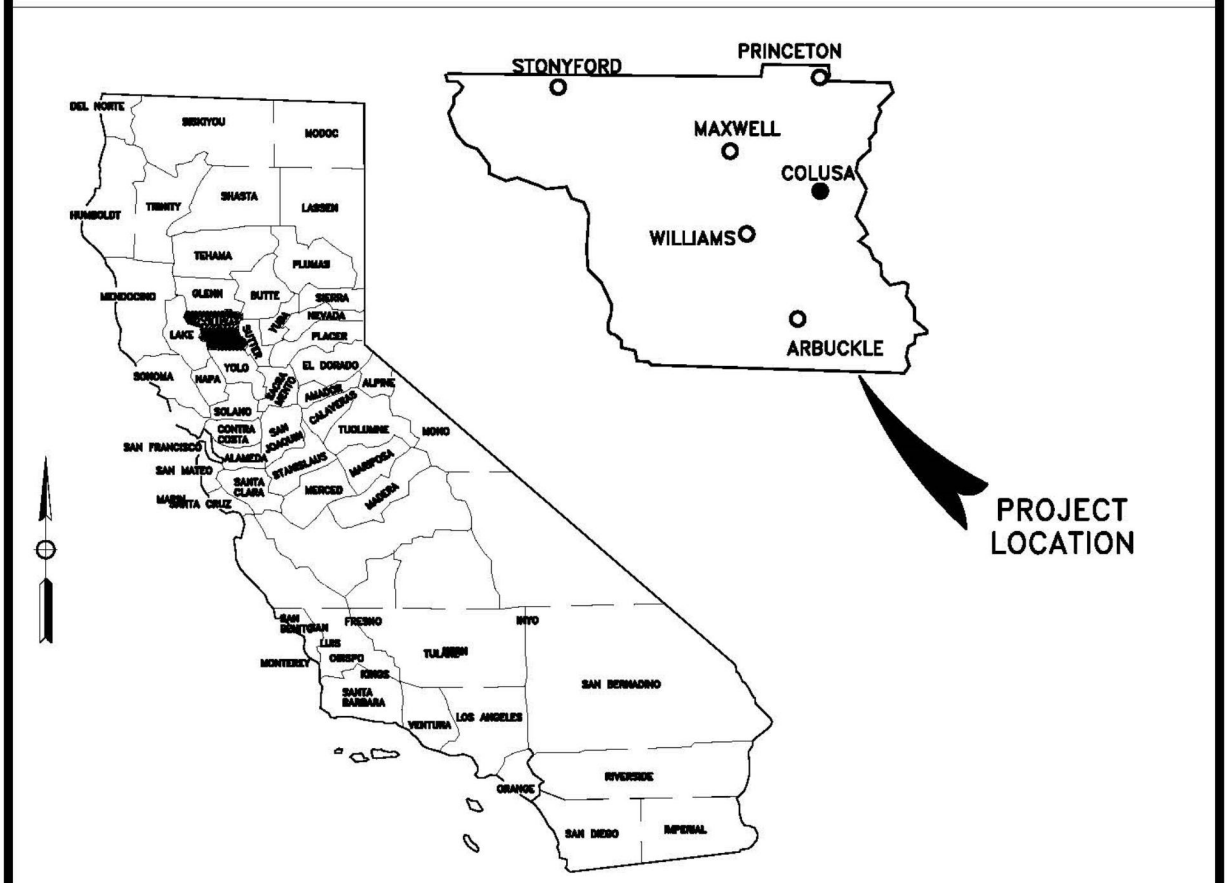
The undersigned, Michael J Azevedo, being duly sworn as the Director of Public Works, County of Colusa, State of California, says that I am the agent of the owner of the property described herein in the foregoing Notice of Completion and know the contents thereof to be true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

COUNTY OF COLUSA:

_____ _____
Date **Michael J Azevedo, Director**

Attachment: Notice of Completion [Revision 1] (9988 : County Line Road Notice of Completion)





COUNTY OF COLUSA	DEPARTMENT OF PUBLIC WORKS	
LOCATION MAP 2023 ROAD RECONSTRUCTION COLUSA COUNTY	COUNTY LINE ROAD	
	SCALE = NONE	DECEMBER 12, 2023

Attachment: Notice of Completion [Revision 1] (9988 : County Line Road Notice of Completion)

Attachment: Notice of Completion [Revision 1] (9988 : County Line Road Notice of Completion)

COUNTY OF COLUSA, CA

3.7

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve the 3rd Modification with Casa Serenity, Inc. for long-term supportive treatment, effective July 1st, 2024.

Approve the 3rd Modification with **Casa Serenity, Inc.** for long-term supportive treatment, effective July 1, 2024.

Detailed Description/Background of request

Behavioral Health is requesting a 3rd modification of the contract with Casa Serenity, Inc in order to update the rates of service, effective July 1st, 2024

Casa Serenity, located in Red Bluff, is an Adult Residential Care Facility serving individuals struggling with their Mental Health. They offer a variety of therapeutic and psycho-educational programs to educate consumers and prepare them for independent living. Casa Serenity provides care in the least restrictive environment to integrate individuals with disabilities back into the community while improving quality of life.

Behavioral Health requests to update Section 3, Compensation to reflect a do not exceed amount of $285,000 per fiscal year and update "ATTACHMENT C" Rates for Service Per Client Per Day by replacing it with a NEW "ATTACHMENT C" Rates for Services Per Client Per Day with the updated rates for the FY 24/25 which will be effective as of July 1st, 2024.

Prior Board Action

C19-074, C21-067 and C23-151

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0

Not to exceed $285,000 per fiscal year

Action for the Clerk

Please obtain signatures and send to:

Casa Serenity, Inc.
Attention: Melissa Pritchard
100 Orchard Way
Red Bluff, CA 96080

ATTACHMENTS:

- 3rd Mod_Casa Serenity (DOCX)
- ATTACHMENT C FY 24-25 (DOCX)
- C23-151_2nd Mod_Casa Serenity (PDF)
- C21-067_1st Mod_Casa Serenity (PDF)
- C19-074 Original Casa Serenity (PDF)

Third Modification of Long-Term Supportive Treatment Contract

This Third Modification of Long-Term Supportive Treatment contract is between County of Colusa ("County"), a political subdivision of the State of California, and Casa Serenity, Inc, a California Corporation, ("Contractor").

Background

On July 1, 2019, the parties executed Contract Cl9-074 for long term supportive treatment.

On May 11, 2021, the parties executed the 1st Modification (C21-067) to extend the term, increase compensation, daily rate and add a paragraph to Attachment "A Services Required".

On August 1, 2023, the parties executed the 2nd Modification (C23-151) to extend the term.

The parties now want to modify the Contract to set a not to exceed amount per fiscal year and delete Attachment "C" and replace with a NEW Attachment "C".

Modification

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

1. Section 3, Compensation is deleted in its entirety and replaced with the following: In consideration of the services rendered, County will pay Contractor an amount not to exceed $285,000 per fiscal year. Said compensation is payable at the rates reflected on Attachment "C".
2. Section 22, Attachment C is deleted and replaced with a NEW Attachment "C" Rates for Services per Client per Day for FY 24/25.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CASA SERENTIY, INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Clerk

Attachment: 3rd Mod_Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

C___-_____

ATTACHMENT C

RATES FOR SERVICES PER CLIENT PER DAY

FACILITY	FY 24/25
Facility 1 100 Orchard Way Red Bluff, CA	$73.00
Facility 2 810 Rio Street Red Bluff, CA	$103.00

Attachment: ATTACHMENT C FY 24-25 (9984 : Approve 3rd Modification with Casa Serenity Inc)

C23-151

Second Modification of Long Term Supportive Treatment Contract

This Second Modification of Long Term Supportive Treatment contract is between Colusa County (County), a political subdivision of the State of California, and Casa Serenity, LLC, a California limited liability company, (Contractor).

Background

On July 1, 2019, the parties executed Contract C19-074 for long term supportive treatment.

On May 11, 2021, the parties executed the 1st Modification (C21-067) to extend the term, increase compensation, daily rate and add a paragraph to Attachment "A Services Required".

Whereas the contract expired June 30, 2023, however the contractor has continued to provide services under the terms and conditions of that contract. The parties now want to modify the contract to extend the term.

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, 2025

COUNTY OF COLUSA

Date 8/1/23

Kent S. Boes, Board Chair

CASA SERENITY, LLC.

Date: 8-13-23

Signature

Melissa Pritchard, CEO

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy Clerk

Attachment: C23-151_2nd Mod_Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

C21-067

First Modification of C19-074 for Long Term Supportive Treatment

This Long Term Supportive Treatment First Modification Contract C16-182 is between Colusa County (County), a political subdivision of the State of California, and Casa Serenity, LLC, a California limited liability company, (Contractor).

Background

On July 1, 2019, the parties executed Contract C19-074 for long term supportive treatment.

The parties now want to modify the Contract to extend the termination date, increase compensation and daily rate, and add a paragraph to Attachment "A".

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, 2023.

2. Section 3, Compensation is deleted in its entirety and replaced with the following: In consideration of the services rendered, County will pay Contractor an amount not to exceed $171,000 for Fiscal Year 2020/2021 and $285,000 for Fiscal Year 2021/2022. Said compensation payable at the rates reflected on Attachment "C".

3. Section 22, Attachments is modified by adding Attachment "C" – Rates For Services.

4. Attachment A, Services Required, add Paragraph 7 that states "Casa Serenity will not be responsible for the client LPS Declarations".

COUNTY OF COLUSA

Gary J. Evans, Board Chair — Date: 5/11/21

CASA SERENITY, LLC.

Signature — Date: 5-15-21

Melissa Pritchard, owner
Printed Name and Title

APPROVED AS TO FORM

Margaret Long, Interim County Counsel

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

by Melissa Kitts, Deputy

Attachment: C21-067_1st Mod_Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

C21-067

ATTACHMENT C

RATES FOR SERVICES PER CLIENT PER DAY

FACILITY	FY 20/21	FY 21/22
Facility 1 100 Orchard Way Red Bluff, CA	$60.00	$70.00
Facility 2 810 Rio Street Red Bluff, CA	$90.00	$100.00

Attachment: C21-067_1st Mod_Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

Attachment: C21-067_1st Mod_Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

C21-067

3/11/21
Behavioral
Health

Casa Serenity Long-Term Supportive Treatment

This Long-Term Supportive Treatment Contract("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Casa Serenity, LLC, a California limited liability company ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with long-term supportive treatment in addition to basic care and supervison, as more specifically described in Attachment "A".

2. **Term:** This Contract shall begin on July 1, 2019 and shall continue through June 30, 2021.

3. **Compensation:** In consideration of the services rendered, County will pay Contractor an amount not to exceed Sixty Dollars ($60.00) per client, per day at Casa Serenity, LLC #1 – 100 Orchard Way, Red Bluff, CA 96080 and an amount not to exceed Ninety Dollars ($90.00) per client, per day at Casa Serenity, LLC #2 – 810 Rio Street, Red Bluff, CA 96080 upon receipt of a separate monthly invoice for each location. This contract is not to exceed $100,000 per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Monthly, Contractor shall provide County with a separate invoice for the services provided in the preceding month for each location. 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) Depict resident name, number of days, and daily rate.
      4) 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: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

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

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

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

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

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

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

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

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

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "B" 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. **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: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

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

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

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

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

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

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

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

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

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

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

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

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

Court of California for the County of Colusa.

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

If to County:	Department of Behavioral Health 162 E. Carson Street Colusa, California 95932 (530) 458-0520 Attention: Terence Rooney, Ph.D., Director
If to Contractor:	Casa Serenity, LLC Attention: Melissa Doege 100 Orchard Way Red Bluff, CA 96080

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.

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.

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

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" Services Required
B. Attachment "B" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Date 5/14/19
Kent S. Boes, Board Chair

CASA SERENITY, LLC.

Date: 5-3-19
Signature

Melissa Doege, Owner
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By
Patricia Rodriguez, Deputy Clerk

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

ATTACHMENT A

SERVICES REQUIRED

1) APPLICABLE LAWS: Contractor shall provide services in accordance with the California Mental Health Act, as identified in Section 5775 et seq., and 14680 et seq., of the California Welfare and Institutions Code, and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, Department of Mental Health, which from time to time will be amended. However, any amendments to such statutes or regulations shall not be retroactively effect the obligation of the parties under this Agreement.

2) DIRECTION AND SUPERVISION: The services provided by Contractor shall be furnished under the general supervision of the Administrator of Casa Serenity, LLC. The Administrator of Casa Serenity, LLC or his designee shall represent County in all matters pertaining to services rendered to County pursuant to this Agreement and shall administer this Agreement on behalf of County, including authorization for admission, care and discharge of all clients for whom reimbursement is required under the terms of this Agreement.

3) ADMISSION PROCEDURES: In cases of emergency, Contractor is authorized to admit psychiatric patients without prior authorization from County. County authorization must be obtained within twenty-four hours (24-hours) of admission of the emergency patient. All other admissions will be for patients of County who meet the accepted standards of medically necessary treatment.

4) DESCRIPTION OF SERVICES: Contractor shall provide total board and care during stay in facility. Contractor shall provide twenty-four hour staffing. Contractor shall provide one (1) or more beds for adult clients eighteen (18) years or older. All professional and para-professional personnel and public contractors to provide services hereunder shall meet all applicable requirements set forth in California law for the provision of such services.

5) QUALITY OF CARE: Contractor shall:

   a) Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq., and 14680 et seq., of the Welfare and Institutions Code.

   b) Not discriminate against Medi-Cal or County Short Doyle designated beneficiaries in any matter, including practices, placement in special or separate wings or rooms, provision of special or separate meals.

6) LEVEL OF CARE: Contractor will make every effort to determine if the patients referred for admission can be served at a level of care below that if psychiatric hospitalization.

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Casa Serenity, LLC. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

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

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

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

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide 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 County make available protected health information in a designated record sent to as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

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

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

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

Miscellaneous

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

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

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

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

Attachment: C19-074 Original Casa Serenity (9984 : Approve 3rd Modification with Casa Serenity Inc)

COUNTY OF COLUSA, CA

3.8

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 2nd Modification with Restpadd, Inc. for hospital-based psychiatric inpatient services, effective July 1, 2024.

Approve 2nd Modification with **Restpadd, Inc.** for hospital-based psychiatric inpatient services, effective July 1, 2024.

Detailed Description/Background of request

Behavioral Health requests to modify the contract with the Redding location of Restpadd Inc. to increase the daily rates of service.

Restpadd is a 16-bed acute care psychiatric inpatient treatment facility located in Redding California for clients who are experiencing crisis level psychiatric episodes. Restpadd provides multi-disciplinary evaluation, treatment, rapid stabilization, and coordinated discharge planning that encourages wellness and recovery of patients. Northern California is limited in regards to hospital-based psychiatric service facilities and therefore it is important to maintain access to such services.

Behavioral Health requests to increase compensation and add an "ATTACHMENT D" Negotiated Rates for Psychiatric Health Facilities with Restpadd, Inc. declaring the FY 24/25 rates of service at $1,200 per day effective July 1st, 2024.

Prior Board Action

C22-158 and C23-010

Fiscal Impact/Funding Source

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

Not to exceed $275,000 per fiscal year.

Action for the Clerk

Please number contract, obtain signatures and send to:

Restpadd, Inc.
2750 Eureka Way
Redding, CA 96001

ATTACHMENTS:

- 2nd Mod_Restpadd Inc. (DOCX)
- Attachment D_FY 24&25 Rate Letter (PDF)
- C23-010 1st Mod. Restpadd Inc.- Redding (PDF)
- C22-158 Restpadd, Inc. (Redding) (PDF)

Second Modification Psychiatric Services Contract

This Second Modification of Psychiatric Services contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and Restpadd Inc, a California Corporation ("Contract").

Background

On August 30, 2022 the parties executed Contract No. C22-158 for hospital-based psychiatric inpatient services.

On January 3, 2023 the parties executed the 1st Modification (C23-010) by replacing Section 5 Professional Ability of Contractor and Standards of Performance.

The parties now want to modify the Contract to increase compensation and add an Attachment “D” Negotiated Rates for Psychiatric Health Facilities.

Modification

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

1. Section 3 Compensation, is modified by increasing the fee for FY 2024-25 from $1,135 per client, per day to $1,200 per client, per day.
2. Section 22 Attachments, is modified by adding Attachment “D” Negotiated Rates for Psychiatric Health Facilities with RestPadd, Inc.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

RESTPADD INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Tiffany Jorgensen, Deputy Clerk

Attachment: 2nd Mod_Restpadd Inc. [Revision 1] (9985 : Approve 2nd Modification with Restpadd, Inc.)

DocuSign Envelope ID: 665AB6E4-6FC3-4C2F-BA4F-C5CB0350AA9F

ATTACHMENT D

Shasta County Health & Human Services Agency | Behavioral Health & Social Services Branch

shastacounty.gov/hhsa

@ShastaHHSA

May 30, 2024

California Department of Healthcare Services
Mental Health and Substance Abuse Disorders
1500 Capital Ave. MS400 PO Box 997413
Sacramento, CA 95899-7413

RE: Negotiated Rates for Psychiatric Health Facilities with RestPadd, Inc.

In compliance with Title 9, CCR §1810.375(c) and §1810.110, the Shasta County negotiated and contracted psychiatric health facility rate with RESTPADD, Inc. (NPI# 1477899201), 2750 Eureka Way, Redding, CA 96001 is $1,200 per day beginning FY 24-25.

Thank you and please feel free to contact Miguel Rodriguez, Mental Health Director and Behavioral Health and Human Services Branch Director at (530) 225- 5900 if you have any questions.

Sincerely,

DocuSigned by:
Miguel Rodriguez
D90FA18770B3444...

Miguel Rodriguez, LCSW
Behavioral Health & Social Services Branch Director
2640 Breslauer Way
Redding, CA 96001
Phone: (530) 225-5965
marodriguez@shastacounty.gov

CC: Restpadd, Inc.

Attachment: Attachment D_FY 24&25 Rate Letter (9985 : Approve 2nd Modification with Restpadd, Inc.)

C23-010

FIRST MODIFICATION PSYCHIATRIC SERVICES CONTRACT

This First Modification of Psychiatric Services contract ("Contract") is between Colusa County (County), a political subdivision of the State of California, and Restpadd Inc. - Redding, a California Corporation ("Contract").

Background

On August 30, 2022 the parties executed Contract No. C22-158 for hospital-based psychiatric inpatient services.

The parties now want to modify Section 5 Professional Ability of Contractor and Standards of Performance.

Modification

The parties agree to modify the Contract effective December 20, 2022, as follows:

1. Section 5 Professional Ability of Contractor and Standards of Performance, is modified by deleting Section "5. A" entirely and replacing with the following:

   A. Services shall be provided by Contractor without the advice, control or supervision of County, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

COUNTY OF COLUSA

Kent S. Boes, Chair — Date: 1/3/23

RESTPADD, INC. – REDDING

Signature — Date: 01/09/2023

Kirt Edgar Executive Director
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy

Attachment: C23-010 1st Mod. Restpadd Inc.- Redding (9985 : Approve 2nd Modification with Restpadd, Inc.)

C22-158

RESTPADD, INC., PSYCHIATRIC SERVICES CONTRACT

This Inpatient Psychiatric Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Restpadd Inc., California Corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with hospital–based psychiatric inpatient services.

2. **Term:** This Contract shall begin on July 1, 2022, and shall continue until all requested services are completed, but no later than June 30, 2025.

3. **Compensation:** County will pay Contractor compensation in the amount of $1,070.00 per client, per day, for FY 2022/23; $1,102.00 per client, per day for FY 2023/24; and $1,135.00 per client, per day, for FY 2024/25, not to exceed $275,000 per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

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

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

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

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

Attachment: C22-158 Restpadd, Inc. (Redding) (9985 : Approve 2nd Modification with Restpadd, Inc.)

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. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "A" 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).

Attachment: C22-158 Restpadd, Inc. (Redding) (9985 : Approve 2nd Modification with Restpadd, Inc.)

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

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

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than 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;

Attachment: C22-158 Restpadd, Inc. (Redding) (9985 : Approve 2nd Modification with Restpadd, Inc.)

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

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

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

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

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

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

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

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.

Attachment: C22-158 Restpadd, Inc. (Redding) (9985 : Approve 2nd Modification with Restpadd, Inc.)

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

If to County:
County of Colusa
Colusa County Behavioral Health
Attn: Director
162 E. Carson Street
Colusa, CA 95932
530-458-0520

If to Contractor:
Restpadd, Inc.
Attn: Administrator
2750 Eureka Way
Redding, CA 96001

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.

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

Attachment: C22-158 Restpadd, Inc. (Redding) (9985 : Approve 2nd Modification with Restpadd, Inc.)

C22-158

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" HIPPA Business Associate Addendum
"B" State Requirements
"C" Additional Terms

COUNTY OF COLUSA

Date: 8/30/22

J. Merced Corona, Board Chair

RESTPADD, INC.

Date: 9/6/22

Signature

Kyle Edgar Executive Director

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: C22-158 Restpadd, Inc. (Redding) (9985 : Approve 2nd Modification with Restpadd, Inc.)



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ATTACHMENT A

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

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

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

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(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);

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(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this

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Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

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

Miscellaneous

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

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

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

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

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ATTACHMENT B

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

   a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

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c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, the Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

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E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Youth Treatment Guidelines

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

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K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

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1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   a) Materials explaining services available to the public

   b) Language assistance

   c) Language interpreter and translation services

   d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

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b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

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P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all conspicuous physical locations where the Contractor interacts with the public.

   b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

   c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

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1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

   a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

   b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

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C22-158

ATTACHMENT C

ADDITIONAL TERMS

1) Transportation from County to hospital and upon discharge from the hospital to County will be the responsibility of and expense of County. All aftercare arrangements will be the responsibility of the County. County, before transporting and admitting a patient into the hospital will make prior arrangement with Contractor and obtain permission for admission. It is further understood and agreed that County will arrange for transportation back to County of all patients within 24 hours of termination of the 72-hour or 14-day certification period in which Contractor may legally retain those involuntary patients that County refers to Contractor.

2) An additional four hundred dollars ($400.00) per client, per day will be charged to County for increased levels of observation (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with County.

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8/30/22
Behavioral Health

COUNTY OF COLUSA, CA

3.9

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 1st Amendment with the California Mental Health Services Authority for an employee incentive program for new Therapists and Licensed Psychiatric Technicians with Colusa County.

Approve 1st Amendment with the **California Mental Health Services Authority** for an employee incentive program for new Therapists and Licensed Psychiatric Technicians with Colusa County.

Detailed Description/Background of request

Behavioral Health is requesting this first amendment to the agreement with the California Mental Health Services Authority (CalMHSA) in order to update the agreement language.

CalMHSA established and oversees an employee incentive program for new Therapists and Licensed Psychiatric Technicians in an effort to retain the employees at Colusa County. CalMHSA provides financial and program management and oversight of employees identified for the Colusa County Employee Retention Incentive. The incentives are to support retention activities for newly recruited employees. The eligible positions will include (5) Licensed Practitioner of the Healing Arts (LPHA) and (2) Licensed Psychiatric Technician (LPT) positions who meet the requirements set forth in this agreement to qualify for the incentives. CalMHSA will provide retention awards of up to $15,250.00 for each LPHA position and $5,000.00 for each LPT position.

Behavioral Health requests to amend the agreement in order to update the language in "EXHIBIT B - General Terms and Conditions" under section II, responsibilities of Cal MHSA to expand the language regarding the recoupment of funds process from awardees if it is deemed that they have not met all of the obligations required by the incentive program. All other terms to remain the same.

Prior Board Action

C23-234 Original Agreement

Fiscal Impact/Funding Source

Budgeted 275-55280-275-0

Agreement will not exceed $99,188.00

Action for the Clerk

Please number contract, obtain signatures and send to:

CalMHSA
1610 Arden Way Ste. 175,
Sacramento CA, 95815

ATTACHMENTS:

- Amendment_Colusa County Cal MHSA(DOCX)
- C23-234 California Mental Health Services Authority (CalMSHA) (No. 4914-WET-2023-CC) (PDF)

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
PARTICIPATION AGREEMENT AMENDMENT

This Agreement Amendment ("Amendment") is entered into effective as of the date of execution (the "Effective Date") by and between the California Mental Health Services Authority ("CalMHSA") and Colusa County ("Participant").

This Amendment updates Page 3, Exhibit B, General Terms and Conditions, as described in this Amendment below.

All other provisions not cited in this Amendment shall remain in full force and effect.

Participant:

Signed: _____ Name (printed): Gary J. Evans

Title: Board of Supervisor, Chair Date: _____

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

_____
Tiffany Jorgensen, Deputy Clerk

CalMHSA

Signed: _____ Name (printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Attachment: Amendment_Colusa County Cal MHSA [Revision 1] (9986 : Approve Contract Amendment with CalMHSA)

EXHIBIT B – General Terms and Conditions

II. Responsibilities:

A. Responsibiities of CalMHSA:

4. Perform Fiscal Management and Program Oversight

b. Funds will be dispersed to awardees who have successfully completed their service obligations to the program. If it is determined that an applicant does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, then CalMHSA will inform the awardee of the breach in contract, to include notifying the awardee that no award disbursement will be made.

i. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, then Colusa County will provide written direction to CalMHSA on whether the funds should be recovered or not. Should Colusa County provide direction to recover the funds, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collection agency, such costs will include only the amount dispersed to an awardee and the CalMHSA Oversight and Program Management Fee as stated for the awardee position under Section V. Fiscal Provisions. CalMHSA will make a best effort attempt to collect the funds, but Colusa County understands that CalMHSA cannot guarantee all funds will be recouped. In the event Colusa County waives CalMHSA from the recovery of funds, funds will not be returned to Colusa County by CalMHSA. Should Colusa County provide no direction within a timely manner, CalMHSA will attempt to recoup all costs from the awardee.

Attachment: Amendment_Colusa County Cal MHSA [Revision 1] (9986 : Approve Contract Amendment with CalMHSA)

Agreement No. 4914-WET-2023-CC
Colusa County Behavioral Health Therapist/LPT Retention Program
September 7, 2023

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Colusa County ("Participant") desires to participate in the Program identified below.

   Name of Program: Colusa County Behavioral Health Therapist/Licensed Psychiatric Technician (LPT) Retention Program ("Program")

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

   ☒ Exhibit A Program Description

   ☒ Exhibit B General Terms and Conditions

3. The maximum amount payable under this Agreement is $99,188.

4. Funds payable under this agreement are subject to reversion:

   ☒ Yes: Reversion Date: June 30, 2028
   ☐ No.

5. The term of the Program is from date of execution of this Agreement through June 30, 2028.

6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: 11.7.23

Participant:

Signed: _____ FOR Name (Printed): Kent S. Boes

Title: Board of Supervisors/ CAO Date: 10/24/23

Signed: _____ Name (Printed): Richard Stout

Title: County Counsel Date: 10/24/23

Signed: _____ Name (Printed): Tony Hobson

Title: Director of Behavioral Health Date: 10-31-23

Attachment: C23-234 California Mental Health Services Authority (CalMSHA) (No. 4914-WET-2023-CC) (9986 : Approve Contract Amendment with

Participation Agreement
EXHIBIT A – Program Description

I. **Name of Program:** Colusa County Behavioral Health Therapist/LPT Retention Program

II. **Term of Program:** July 1, 2023, through June 30, 2028

III. **Program Objective and Overview:** To provide financial and program management and oversight to employees identified for the Colusa County Employee Retention Incentive. The Incentive is to support retention activities for newly recruited employees. The positions will include five (5) Licensed Practitioner of the Healing Arts (LPHA) positions and two (2) Licensed Psychiatric Technician (LPT) positions for the Colusa County Behavioral Health.

To qualify for the award, under this program, an individual must meet the following eligibility criteria and qualifications:

- Accept an eligible position with Colusa County Behavioral Health.
- Must successfully pass Colusa County Behavioral Health's 12-month probationary period.
- Be a full-time employee and work at least 37.5 hours per week.
- Provide at least 20 hours of direct service per week to eligible Specialty Mental Health Service and/or Substance Use Disordered Beneficiaries.
- Possess a Master's or Doctorate level degree (if applicable).

Attachment: C23-234 California Mental Health Services Authority (CalMSHA) (No. 4914-WET-2023-CC) (9986 : Approve Contract Amendment with

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.

D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.

E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

F. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. Perform fiscal management and administration responsibilities in line with this agreement for the Program.
3. Upon signed agreement, CalMHSA will collect all program funds, including an administrative fee to perform activities related to the management and oversight of this project. Provide ad-hoc program materials as needed.
    i. CalMHSA will provide Colusa County Behavioral Health with a Retention Program Guide template to be customized by Colusa County.
4. Perform Fiscal Management and Program Oversight
    a. Manage employee retention awards.
        i. Respond to all email and phone inquiries from awardees including changes in employment, and continued eligibility.
        ii. Provide support and follow up with awardees.
        iii. Provide award notifications.
        iv. Provide award agreements, including failure to meet/complete terms.
        v. Collect Payee Data Records from the awardees.

Attachment: C23-234 California Mental Health Services Authority (CalMSHA) (No. 4914-WET-2023-CC) (9986 : Approve Contract Amendment with

vi. If requested by Colusa County Behavioral Health, CalMHSA will confirm employment and adherence to the stipulations of the award in 6-month intervals.

b. Funds will be dispersed to awardees who have successfully completed their service obligations to the program. If it is determined that an applicant does not meet the service obligations outlined in the agreement between CalMHSA and the awardee then CalMHSA will inform the awardee of the breach in contract, to include notifying the awardee that no award disbursement will be made.

i. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations then CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collection agency. CalMHSA cannot guarantee all funds will be recouped.

5. Provide program reporting and updates.

i. CalMHSA will provide bi-annual reports to Colusa County Behavioral Health. The reports will include information to be agreed upon between Colusa County and CalMHSA.

6. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

7. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

G. Responsibilities of Participant:

1. Transfer of full funding amount for the Program as specified in Section V, Fiscal Provisions, including administrative fee, which Participant will pay within 30 days of execution of this agreement.

2. Provide CalMHSA with an updated list of employees to award to under the retention program.

i. Provide the names and email addresses of all awardees.

ii. Provide the names and email addresses of each awardee's direct supervisor, if CalMHSA is responsible for Section 2.f under CalMHSA Responsibilities.

3. Create and distribute marketing and promotional materials to inform county employees about the program.

i. Market the Therapist and LPT Retention Program through web posting on Colusa County Behavioral Health's internet and intranet, or any other postings consistent with internal hiring policies and procedures.

4. Work collaboratively with CalMHSA to establish and provide Award Agreement terms, including failure to meet/complete terms.

5. Submit employees for award determinations regarding employee eligibility for an award in compliance with applicable laws.

6. Provide feedback on Program performance.

7. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

Attachment: C23-234 California Mental Health Services Authority (CalMSHA) (No. 4914-WET-2023-CC) (9986 : Approve Contract Amendment with

III. Duration, Term, and Amendment

A. The term of the Agreement is from date of execution of this Agreement through June 30, 2028.

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. Funding required from Participant will not exceed the amount stated in this section.

B. Participant will pay an amount not to exceed $99,188.00, as defined in the table below, to CalMHSA, who will act as the administrative and fiscal intermediary in the implementation of the Program, of which $12,938.00 is an oversight and program management fee. This fee of $ 12,938.00, will be paid within 30 days from execution of the contract. CalMHSA will receive the remaining $86,250.00 to provide retention awards of up to $15,250.00 each for the LPHA positions and $5,000 for each of LPT positions at least 30 days prior to the first set of awardee determinations and announcements.

Position	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Oversight and Program Management Fee	
LPHA	$5,000.00	$4,000.00	$3,500.00	$2750.00	$2,288.00	
LPHA	$5,000.00	$4,000.00	$3,500.00	$2750.00	$2,288.00	
LPHA	$5,000.00	$4,000.00	$3,500.00	$2750.00	$2,288.00	
LPHA	$5,000.00	$4,000.00	$3,500.00	$2750.00	$2,288.00	
LPHA	$5,000.00	$4,000.00	$3,500.00	$2750.00	$2,288.00	
LPT	$5,000.00	$0	$0	$0	$750.00	
LPT	$5,000.00	$0	$0	$0	$750.00	
Subtotals	$35,000.00	$20,000.00	$17,500.00	$13,750.00	$12,938.00	
					Total Funding	$99,188.00

Attachment: C23-234 California Mental Health Services Authority (CalMSHA) (No. 4914-WET-2023-CC) (9986 : Approve Contract Amendment with

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Attachment: C23-234 California Mental Health Services Authority (CalMSHA) (No. 4914-WET-2023-CC) (9986 : Approve Contract Amendment with

COUNTY OF COLUSA, CA 3.10

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **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.**

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.

Detailed Description/Background of request

The alarm and security camera systems at the Historic Courthouse and Clerk-Recorders Office require an upgrade to enhance security as the current systems are outdated. The cameras throughout the entire Historic Courthouse will be updated to produce better quality images. No additional camera locations will be added. The alarm system will now be incorporated into the entire Clerk-Recorders Office rather than only specific areas as with the current structure. New security measures are being added to the ballot server room, the ballot storage room and office. This will add increased security within the office including alarm contacts, motion sensors and glass break sensors.

Purchasing and Procurement requests that the Board adopt the specifications and working details of this RFB for the alarm system and security cameras at the Historic Courthouse and authorize the Notice to Bidders be published.

Prior Board Action

None.

Fiscal Impact/Funding Source

The project is funded by the Help America Vote Act (HAVA) Election Security Grant.

Action for the Clerk

Please publish Notice to Bidders in the Pioneer Review and register the project with DIR.

ATTACHMENTS:

- RFB_Clerk's Office_Camera & Alarm Update (DOC)
- Contract_Camera & Alarm Upgrades_Clerk-Recorder (DOCX)
- NOTICE TO BIDDERS (DOCX)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
to Update the Alarm System within the Clerk-Recorder's Office and Security Cameras in the Historical Courthouse

Mandatory Walk-Thru: September 24 at 10:00 am

Due Date: October 4 at 4:00 pm

_____Date: _____
Gary J. Evans, Chairman

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

_____
Tiffany Jorgensen, Deputy Clerk

Attachment: RFB_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors to upgrade the alarm system within the Clerk-Recorder's Office and security camera system in the Historic Courthouse at 547 Market St., Colusa, Ca., more specifically detailed in the Scope of Work of this RFB. Bidders are welcome to submit bids for one or both projects. 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: Bidders are welcome to submit bids for one or both projects. Project A is to update the existing alarm system within the Clerk-Recorder's office located within the Historic Courthouse, as more specifically detailed in the Scope of Work. Project B is to update twenty-seven (27) cameras located throughout the Historic Courthouse, as more specifically detailed on the Scope of Work.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

Attachment: RFB_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

B. Conditional Bids shall not be considered

6. Time of Completion: Project A, alarm system, is to be completed by January 31st, 2025. Project B, camera system, is to be completed by January 31st, 2025.

7. Time and Place of Submission of Bids:

A. Time: Three (3) bids shall be submitted on or before **October 4, 2024** no later than 4:00pm 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:
"Camera and Alarm Upgrades – 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 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 1, 2024:

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

Any addenda issued shall be included in the bid proposal.

Attachment: RFB_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

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.

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 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.

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

Attachment: RFB_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

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. Bid Sheet is attached, marked “Bid Worksheet”.

17. Point of Sale is Colusa, CA.

Attachment: RFB_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

SCOPE OF WORK

The Bidder may bid on one or both projects.

Project A: Upgrade to the existing alarm system (Honeywell Vista – 20p) within the County Clerk-Records Office located in the Historic Courthouse at 546 Jay St., Colusa, Ca.

- Replace panel, keypad and all existing wireless devices (door/window transmitters and motions).
- Move zone 2 (basement copy room door) to storage room door.
- Install hardwire contacts on both Election Room doors and a hardwire motion in Election Server Room.
- Install additional wireless transmitters on SW windows and Ballot Room door.
- Install additional wireless motions in Front Entry, SW corner, Back Office and Ballot Room (360 ceiling mount).
- Install wireless glass break sensors at the Front Entry and Back Office.
- Program and test system.
- System must provide remote user management.
- Training to be done with staff once install is complete.
- Provide monthly recurring cost.

Project B: Upgrade the camera system throughout the Historic Courthouse located at 547 Market St., Colusa, Ca.

- Provide and install twenty-seven (27) Eagle Eye Cameras and Eagle Eye Camera Bridge security cameras (Network IP camera, H.265 Standard, Full HD, NDAA compliant, One year of recording space). Existing cameras will need to be removed.
    - Professional network video recorder with remote viewing capabilities on PC, mobile and tablet.
    - Weatherproof and vandal-proof, rated for indoor and outdoor use.
    - Smart night vision, up to 100 feet in complete darkness.
- Install new switches and patch panel in the main IDF, suite 110 in wall mounted rack and one downstairs in the mail room.
- Install new vertical rack to install new switch in the mail room downstairs. Patch panel where existing power supply is mounted for fourteen (14) of the analog cameras over Cat6.
- Run two Cat6 cables: One from the rack in Suite 110 to main IDF through existing conduits. The second will be ran from the main IDF to the mail room where the analog camera power supply is located. This will allow for all cameras to be on the same network.
- Provide remote access with cloud services
- Test and demo Security Camera System
- Provide monthly recurring cost

Attachment: RFB_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

BID WORKSHEET
Project A – Alarm System

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Alarm system hardware	$
2	Alarm system materials	$
3	Remote User Management, if applicable:	$
4	Monthly recurring cost	$
	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_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

BID WORKSHEET
Project B – Security Cameras

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Cameras	$
2	Switches	$
3	Vertical Rack	$
4	Cat6 Cabling	$
5	Additional Materials:	
6	Monthly recurring cost	
	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_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

SUB-CONTRACTOR'S LIST

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

Attachment: RFB_Clerk's Office_Camera & Alarm Update [Revision 2] (10005 : Approve specifications and working details for the RFB - Alarm

C24-_____

_____

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_____ located at _____, 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 January 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 represents that it is qualified and licensed to perform the services to be done as required in

DRAFT

Attachment: Contract_Camera & Alarm Upgrades_Clerk-Recorder (10005 : Approve specifications and working details for the RFB - Alarm

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

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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: Contract_Camera & Alarm Upgrades_Clerk-Recorder (10005 : Approve specifications and working details for the RFB - Alarm

DRAFT

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

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Attachment: Contract_Camera & Alarm Upgrades_Clerk-Recorder (10005 : Approve specifications and working details for the RFB - Alarm

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 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

Attachment: Contract_Camera & Alarm Upgrades_Clerk-Recorder (10005 : Approve specifications and working details for the RFB - Alarm

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 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

Attachment: Contract_Camera & Alarm Upgrades_Clerk-Recorder (10005 : Approve specifications and working details for the RFB - Alarm

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_Camera & Alarm Upgrades_Clerk-Recorder (10005 : Approve specifications and working details for the RFB - Alarm

PLEASE PUBLISH: September 13, 2024 and September 20, 2024
POSTED AT HISTORICAL COURTHOUSE:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) from licensed contractors to upgrade the alarm system within the Clerk-Recorder's Office and security camera system located at 547 Market St., Colusa, Ca., as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). Bidders are welcome to submit bids for one or both projects. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 4:00 pm on October 4, 2024. There is a **mandatory** walk-thru scheduled at the site on September 24, 2024 at 10:00 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:

_____
Tiffany Jorgensen, Deputy Clerk

Attachment: NOTICE TO BIDDERS [Revision 1] (10005 : Approve specifications and working details for the RFB - Alarm System and Security

COUNTY OF COLUSA, CA 3.11

Request For County Board of Supervisors Action

MEETING DATE: **September 3, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **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.**

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.

Detailed Description/Background of request

The Clerk-Records Office is requesting that the existing double doors into their office from Jay Street be replaced with an automatic door to improve accessibility and safety.

The existing doors, when opened from the outside, cause a safety issue for the patron and staff due to the size of the landing on the staircase at the doors. The replacement with an automated sliding door will mitigate this safety concern. Additionally, the new door will provide the staff with increased security due to the ability to lock/unlock the door remotely from inside.

Prior Board Action

None.

Fiscal Impact/Funding

The project is funded by the Help America Vote Act (HAVA) Election Security Grant.

Action for the Clerk

Please publish the Notice to Bidders in the Pioneer Review and register the project with DIR.

ATTACHMENTS:

- RFB_Clerk's Office_Automatic Door (DOC)
- Contract_Automatic Door (DOCX)
- NOTICE TO BIDDERS (DOCX)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
to install an automatic door to the Hall of Records.

Mandatory Walk-Thru: September 25 at 11:00 am

Due Date: October 4 at 4:30 pm

_____Date:_____
Gary J. Evans, Chairman

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

_____
Tiffany Jorgensen, Deputy

Attachment: RFB_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors to install an automatic door to the Hall of Records located within the Historic Courthouse at 546 Jay St., Suite 200, Colusa, Ca., 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: The project consists of installing an automatic door in the Clerk-Recorders Office for the Hall of Records, as more specifically detailed in the scope of work.

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_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

Attachment: RFB_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

6. Time of Completion: The work is to be completed no later than January 31, 2025.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) bids shall be submitted on or before **October 4, 2024** no later than 4:30pm 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:
   "Automatic Door – Hall of Records"

   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 1, 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.

Attachment: RFB_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

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.

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 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 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

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. Bid Sheet is attached, marked “Bid Worksheet”.

17. Point of Sale is Colusa, CA.

Attachment: RFB_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

SCOPE OF WORK

Scope of work for a telescoping door at the Clerk Recorders office in the Historical Courthouse.

1. Contractor will remove existing double swinging store front door and replace with specked out door, or equivalent.

2. Measurements are rough. Contractor will be responsible for taking their own measurements.

3. The specifications below are for an Assa Abloy SL 500 Telescopic T67 door. An equivalent may be acceptable with County approval.

Assa Abloy Door Specifications:

- SL500 Telescopic T67
- Equipment: OCT
- Type: Overhead Concealed
- Handing: Bi-part
- Door Stile: Narrow Stile
- Finish: Clear Anodized - Class 1
- Overall Frame Width: 72.5
- Mounting Height: 89.75
- Clear Door Opening Width: 46.25
- Clear Door Opening Height: 81.25
- Frame Type: Jambs
- Frame Depth: 6" Jambs
- Frame Depth: 1/4" Jambs
- Glass Stop: 1-1/4" Glass Stop
- Bottom Rail: 4" Bottom Rail
- Sensor: Motion & Presence Sensor
- Lock: Key Cylinder Ext / Key Cylinder Int
- Guide System: Pin Guide / 1/2" Threshold
- Lead-up: Both Sides
- Mode Selector: 5-Position Switch - Knob
- Jamb Prep: Factory Header Prep for Position Switch
- Muntins: No Muntins
- Cylinder Options: Replaceable Core Cylinder
- Armoured Strike
- Catch: Magnetic Catch
- Carrier Wheels: Heavy Duty Carrier Wheels
- Sweeps: Concealed Sweep Active Leaf & Sidelight
- Configuration: Standard
- Transom above door

Attachment: RFB_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

4. Contractor will be responsible for blocking area off so no public may access the door during construction.

5. Contractor will keep a clean working site.

6. If the job cannot be completed in one day, contractor will be responsible for making door secure overnight.

7. Bid to include:
   • Two installation options: (1) during normal business hours, (2) weekend.
   • Shop drawings (if needed)
   • Insurance
   • Applicable taxes
   • Glass and Glazing (if needed)
   • Perimeter caulking (if needed)
   • Adjacent Storefront (if needed)
   • Transom Framing above door (if needed)
   • Gang Box, 1 pair 18-gauge low voltage wiring, and any necessary conduit or wire mold for each push plate
   • Header support for surface mounted swing door operator(s) (if needed)
   • Removal and disposal of existing doors
   • Painting, patching and repairing of floors, walls and ceilings (if needed)
   • Signed and Stamped shop drawings by a Certified Professional Engineer (if needed)
   • Building Permits or Inspections
   • Wireless push buttons to lock the doors in case of an emergency.

8. County will provide 110-volt electrical service to operator header.

Attachment: RFB_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

BID WORKSHEET
Automatic Door to Hall of Records

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Door	$
2	Transom	$
3	Additional Materials	$
		$
	CA SALES TAX 8.75% 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_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

SUB-CONTRACTOR'S LIST

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

Attachment: RFB_Clerk's Office_Automatic Door [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door

C____-_____

Telescoping Door Contract

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 a telescoping door into the Clerk-Recorder's Office located at 547 Jay Street, Suite 200, 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 January 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 represents that it is qualified and licensed to perform the services to be done as required in

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Attachment: Contract_Automatic Door (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of Records)

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: Contract_Automatic Door (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of Records)

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

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Attachment: Contract_Automatic Door (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of Records)

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

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Attachment: Contract_Automatic Door (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of Records)

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 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

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Attachment: Contract_Automatic Door (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of Records)

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 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

Attachment: Contract_Automatic Door (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of Records)

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

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Attachment: Contract_Automatic Door (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of Records)

PLEASE PUBLISH: September 13, 2024 and September 20, 2024
POSTED AT HISTORICAL COURTHOUSE:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) from licensed contractors to install an automatic door to the Hall of Records located in the Historic Courthouse at 546 Jay Street, Suite 200, 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 4:30 pm on October 4, 2024. There is a **mandatory** walk-thru scheduled at the site on September 25, 2024 at 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:

_____
Tiffany Jorgensen, Deputy

Attachment: NOTICE TO BIDDERS [Revision 1] (10006 : Approve specifications and working details for the RFB - Automatic Door for Hall of

COUNTY OF COLUSA, CA

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.

- 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

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve a contract 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.**

Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve contract 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.

Detailed Description/Background of request

The Colusa County Sheriff's Office (CCSO) purchased the dispatch radio console system and dispatch center furniture from Silke Communications in 2014. Due to normal wear and tear of the product, both dispatch command consoles are no longer functional and need to have equipment replaced to be fully operational.

Purchasing is requesting that the Board waive the competitive bidding process for the procurement and installation of dispatch console repairs due to the specialty of the product and the limited number of vendors from Corner Office in the amount of $20,961.31. CCSO contacted Silke Communications for a quote multiple times and did not receive a response. The Corner Office was responsive and located in San Francisco, California.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted, 001-53130-520

Action for the Clerk

Please number contract, obtain signatures and email to Corner Office at heathers@corneroffice.com.

ATTACHMENTS:

- County Services Agreement (DOCX)

- Attachment A_Corner Office Proposal 66594 (PDF)

DISPATCH CONSOLE REPAIR CONTRACT

This Communication Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and The Corner Office, Inc. ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with procurement and installation of replacement dispatch equipment as more specifically detailed in Attachment "A.

1. **Term:** This Contract shall begin on September 17, 2024, and shall continue until all requested services are completed, but no later than January 31, 2025.

2. **Compensation:** County will pay Contractor compensation in the amount of $20,961.31, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

3. **Method of Payment:** At the conclusion 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.

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

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

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

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

Attachment: County Services Agreement (9997 : Approve Sole Source Purchase from Corner Office)

5. **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.

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

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

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

   A. Workers' Compensation Coverage: Contractor shall maintain Workers'

Attachment: County Services Agreement (9997 : Approve Sole Source Purchase from Corner Office)

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 respect to the limits of liability of the insuring company;

Attachment: County Services Agreement (9997 : Approve Sole Source Purchase from Corner Office)

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

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

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

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

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

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

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

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

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

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

Attachment: County Services Agreement (9997 : Approve Sole Source Purchase from Corner Office)

If to County:	Colusa County Sheriff's Office 929 Bridge St. Colusa, Ca, 95932
If to Contractor:	Corner Office 350 Townsend St., Suite 300B San Francisco, Ca, 94107

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

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

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

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

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

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

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

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

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

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

Attachment: County Services Agreement (9997 : Approve Sole Source Purchase from Corner Office)

Attachments include:

A. Attachment "A" – Corner Office Proposal 66594

COUNTY OF COLUSA

_____Date:_____
Gary Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

THE CORNER OFFICE, INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Patricia Rodriguez, Deputy

Attachment: County Services Agreement (9997 : Approve Sole Source Purchase from Corner Office)

THE Corner Office
CONTRACT OFFICE FURNITURE
San Francisco Showroom
350 Townsend St. Ste.300B
San Francisco, CA 94107
Telephone: 415.250.2161
LBE CMD# 032116500

San Rafael Showroom
35 Mitchell Blvd. Ste.6
San Rafael, CA 94903
Telephone: 415.472.5531

PROPOSAL: 66594
DATE: 03/27/24

PROJECT # : QWHQMS_04165 Rev 1

PROPOSAL FOR:	SHIP TO:
Kiley Long 530 458 0200 929 Bridge St. Colusa, CA 95932	Kiley Long 5304580200 929 Bridge St. Colusa, CA 95932

SALESPERSON:	CUSTOMER P/O:	QUOTE VALID THROUGH:
Heathers@corneroffice.com		09/30/2024

#	QTY	DESCRIPTION	SELL	EXTENDED
Front lift columns				
1	4	Special Product 96241 front lift columns- 2 needed per station	$529.32	$2,117.29
Rear lift columns				
2	2	Special Product 22118X rear lift column- 1 per station	$2,036.37	$4,072.75
LIft kits				
3	2	Special Product 98725 kit-1 per station	$456.83	$913.65
Control pads				
4	2	Dpf4T Control Pad 1 per station	$175.33	$350.66
Environmental Controls				
5	1	Ezone - Personal Comfort System Replacement system for 1 station	$6,136.52	$6,136.52

Thank you for the opportunity to quote on your requirements...

PRODUCT SUBTOTAL:	$13,590.86
FREIGHT.....:	$200.00
DEL/INSTALL.:	$5,500.00
SALES TAX...:	1670.45
TOTAL.....:	$20,961.31

ACCEPTED BY:_____

DATE ACCEPTED:_____

Attachment: Attachment A_Corner Office Proposal 66594 (9997 : Approve Sole Source Purchase from Corner Office)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

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.	$300.00
950036333	Bldg & Grnds	Emcor Services	$710.00
2555	Brd. Of Supervisors	Paris Kincaid WasieWski	$5,137.50
9021569869	Hlth & Human Svcs.	Williams Scotsman Inc.	$6,417.73

Detailed Description/Background of request

About Time Recovery, Inc. is a sober living facility in Redding whose contract has expired. Due to the Depatment's decision to cease using this facility due to distance, we did not do an amendment. These are the last claims for this vendor.

Emcor - HVAC services - out to bid for new contract

Paris Kincaid Wasiewski-Zone 3 to meet this week and make determination concerning further appointment of contractor such as this.

Williams Scotsman, Inc. lease needs transferred to new owner, however still not agreed upon new terms.

Prior Board Action

None.

Fiscal Impact/Funding Source

As indicated on each claim.

Action for the Clerk

None.

ATTACHMENTS:

- ABOUT_TIME_RECOVERY_2_8.19.24 BH BOS (PDF)

- ABOUT_TIME_RECOVERY_8.19.24 BH BOS (PDF)
- EMCOR_Services 950036333 BOS (PDF)
- Paris_Kincaid_Wasiewski 2583 CAO BOS (PDF)
- WILLIAM_SCOTSMAN 9021569869 BOS (PDF)
- Signature page 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: 1982 Vendor Name: ABOUT TIME RECOVERY, INC

If Misc. Vendor or Special Remit to Address: P.O. BOX 992252

REDDING, CA 96099-2252

Separate Check: ☐ Yes ☑ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:
7/1 INV #5430 $360.00

Invoice No: 5430	Invoice Amount: $ 360.00	Period 1
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: $ 360.00

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: Bonnie Briscoe Digitally signed by Bonnie Briscoe DN: cn=Bonnie Briscoe, o=County of Colusa, ou=Behavioral Health, email=bbriscoe@countyofcolusa.org, c=US Date: 2024.08.19 16:16:43 -07'00'

Attachment: ABOUT_TIME_RECOVERY_2_8.19.24 BH BOS (10028 : Approve Special Claims)

INVOICE

About Time Recovery, Inc.
Sober Living Homes

P.O Box 992252
Redding, CA 96099-2252
Phone 530-241-4622
janets@abouttimerecovery.com

INVOICE # 5430
DATE: JULY 1, 2024

TO Colusa County Behavioral Health
162 E. Carson Street
Colusa, CA 95932
530-458-0843

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	[redacted] 9 days sober living services 6/1/2024- 6/9/2024 #5958 Entry 4/11/2024 Exit 6/10/2024 003-55270-711-7260	40.00	360.00
		TOTAL	360.00

Make all checks payable to About Time Recovery, Inc
THANK YOU FOR YOUR BUSINESS!

Attachment: ABOUT_TIME_RECOVERY_2_8.19.24 BH BOS (10028 : Approve Special Claims)

Teri Wilcox

From: Jayro Pina
Sent: Wednesday, August 14, 2024 2:26 PM
To: Teri Wilcox
Subject: FW: Special Claims Payment

Hi Teri,

We got the ok to submit this one as a special claim for the About Time Recovery charge. Just make sure to include my explanation below.

Thank you,

Jayro Pina
Fiscal Program Analyst
Colusa County Behavioral Health
162 E. Carson Street
Colusa, CA 95932
530-458-0843

From: Molly West <mwest@countyofcolusaca.gov>
Sent: Wednesday, August 14, 2024 2:18 PM
To: Jayro Pina <jpina@countyofcolusaca.gov>
Subject: RE: Special Claims Payment

Hi Jayro,

Please submit this with a special claim with an attached memo explaining that this is a one time charge and you will no longer be using this vendor.

Thank you,

Molly West
County of Colusa
Assistant County Administrative Officer

530-458-0438

CONFIDENTIALITY NOTICE: This communication, including any attachments, may contain confidential or privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate the law. If you are not the intended recipient, please contact the sender and destroy or delete all copies of the communication from all devices.

From: Jayro Pina <jpina@countyofcolusaca.gov>
Sent: Tuesday, August 13, 2024 4:54 PM
To: Molly West <mwest@countyofcolusaca.gov>
Subject: Special Claims Payment

Hi Molly,

Attachment: ABOUT_TIME_RECOVERY_2_8.19.24 BH BOS (10028 : Approve Special Claims)

We have an invoice from About Time Recovery for our client that was there from 6/1/24 – 6/9/24 for a total of $360. The problem is that our contract term ended on 5/31/24 (PC24-004). In order to avoid going through the process of extending the contract further we would like to submit it for special claims payment if that would be ok with you and Wendy.

We do not intend to use this vendor anymore as it is too far away. It makes it difficult to coordinate transportation for services here at BH. Please let me know if that would be ok.

Thank you,

Jayro Pina
Fiscal Program Analyst
Colusa County Behavioral Health
162 E. Carson Street
Colusa, CA 95932
530-458-0843

Attachment: ABOUT_TIME_RECOVERY_2_8.19.24 BH BOS (10028 : 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: 1982 Vendor Name: ABOUT TIME RECOVERY, INC

If Misc. Vendor or Special Remit to Address: P.O. BOX 992252

REDDING, CA 96099-2252

Separate Check: ☐ Yes ☑ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:

08/13 INV #5387 $1240.00
PC24-004

Invoice No: 5387	Invoice Amount: $ 1,240.00	Period 13
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: $ 1,240.00

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: Bonnie Briscoe Digitally signed by Bonnie Briscoe DN: cn=Bonnie Briscoe, o=County of Colusa, ou=Behavioral Health, email=bbriscoe@countyofcolusa.org, c=US Date: 2024.08.19 16:16:09 -07'00'

Attachment: ABOUT_TIME_RECOVERY_8.19.24 BH BOS (10028 : Approve Special Claims)

INVOICE

About Time Recovery, Inc.
Sober Living Homes

P.O Box 992252
Redding, CA 96099-2252
Phone 530-241-4622
janets@abouttimerecovery.com

INVOICE # 5387
DATE: AUGUST 13, 2024

TO Colusa County Behavioral Health
162 E. Carson Street
Colusa, CA 95932
530-458-0843

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Sheila Prasad 31 days sober living services 5/1/2024- 5/31/2024	40.00	1240.00
	Entry 4/11/2024 Clt # 5958		
		TOTAL	1240.00

P. 13

003-55270 · 711 - 0

Make all checks payable to About Time Recovery, Inc
THANK YOU FOR YOUR BUSINESS!

Attachment: ABOUT_TIME_RECOVERY_8.19.24 BH BOS (10028 : 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: 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:

Invoice No: 950036333	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:	
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: 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: 2024.08.22 14:24:55 -07'00'

Attachment: EMCOR_Services 950036333 BOS (10028 : 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 #:	**950036333**
INVOICE DATE:	08/21/24
CUSTOMER NUMBER:	6001310
INVOICE TOTAL:	**$ 710.00**
DUE DATE:	09/20/24
TERMS:	NET 30

County of Colusa
ATTN: Accounts Payable
547 Market St
Ste 104
Colusa, CA 95932

For work performed at:
Courthouse Annex
532 Oak St,
Colusa, CA 95932

SERVICE ORDER #: **500047233** **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**

Courts 56% 001-53130-530-0 $397.60
County 44% 001-53130-473-ANX $312.40

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_Services 950036333 BOS (10028 : 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	Courthouse Annex-532 Oak St	**Customer #**	6001310	**Agreement / Type**	
Address	532 Oak St	**Customer PO**		**Service Complete**	
		Cust Phone	530-682-2743		
City	Colusa	**Sales Rep**	345500JC		
State	CA **Zip** 95932	**Service Order**	500047233		
Contact		**Visits**	1174854		

Problem Description: TS(Troubleshoot Issue) Not enough air flow in Erica's office

VISIT.RESOLUTIONS

Date	Visit	Resolution	XOi
08/14/24	1174854	08/15/24 - Philip Paraskoulakis: No XOi Data Captured. Received a call that Erica's office was not cooling. Met with Dusty onsite and gained access to building. Accessed Erica's office and found no airflow to area. Located VAV6 in room next to Erica's and found the damper was fully closed. Checked DC voltage reference and it was showing damper position open 100% checked motor and voltage to motor and then looked at wiring schematic for both damper motor and VAV control board. Found that the CW wire of the motor was landed on the CCW of the board. Powered down board and swapped wires. Secured all other wire connections and then powered up system. Reference voltage stabilized right around 5.5 vdc and I checked the building automation and it was showing the damper at 55% verified airflow in each room and Erica's office. Checked out with Dusty. Suspect damper mainly operated in the 50% range and that's how the system always seemed to have some airflow.	NA

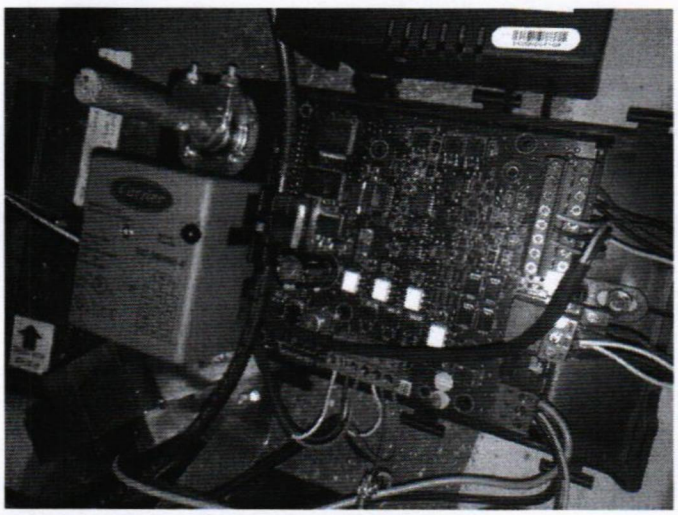
Allocation of charges is subject to change based on management review of the actual agreement coverage if applicable.

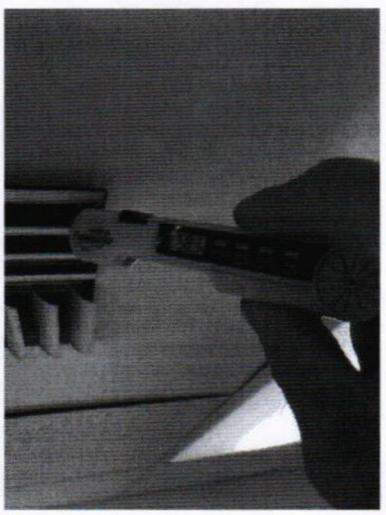
LABOR

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 Pictures

Visit Date: 08/14/24 **Visit Number:** 1174854

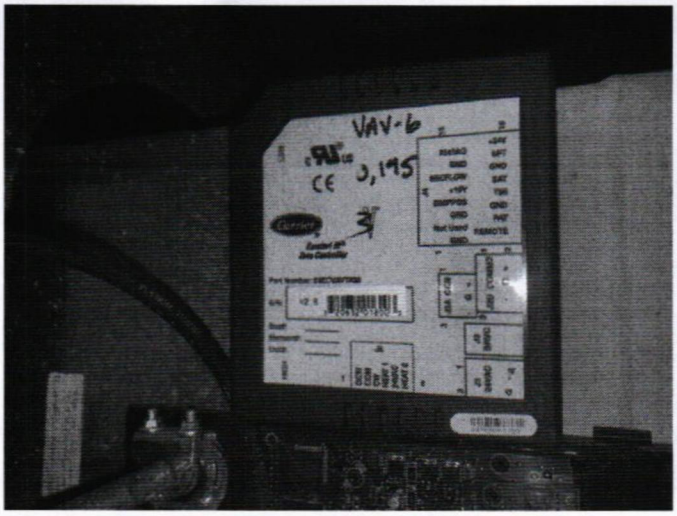


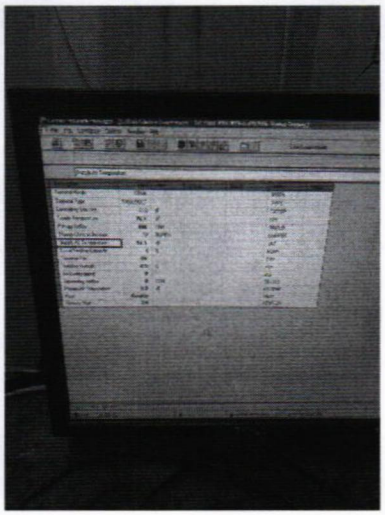


Visit Pictures

Visit Date: 08/14/24 **Visit Number:** 1174854

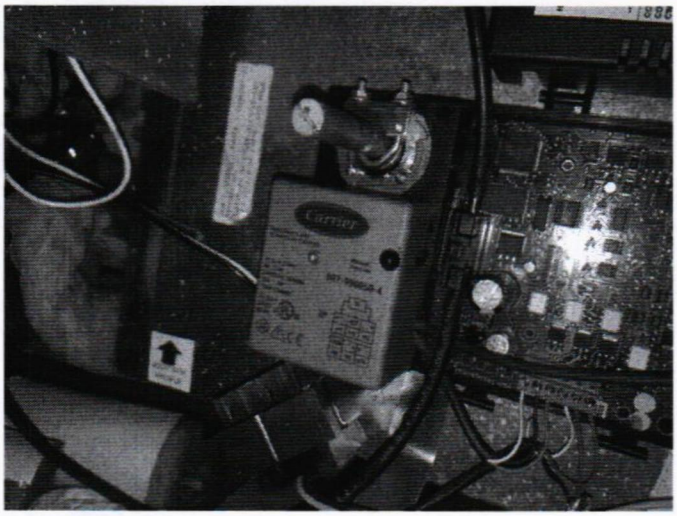
Attachment: EMCOR_Services 950036333 BOS (10028 : Approve Special Claims)





Visit Pictures

Visit Date: 08/14/24 **Visit Number:** 1174854



Visit Approved By:	

Signed By: Dusty
Date: 08-15-2024 Time: 07:57

Attachment: EMCOR_Services 9500363333 BOS (10028 : 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: 1939 Vendor Name: Paris Kincaid Wasiewski

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:

Invoice No: 2583	Invoice Amount: $ 5,812.50	
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: $ 5,812.50

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: 2024.08.20 13:49:22 -07'00'

Attachment: Paris_Kincaid_Wasiewski 2583 CAO BOS (10028 : Approve Special Claims)

Paris Kincaid Wasiewski LLP

Colusa County Flood Control and Water Conservation District
ATTN: Wendy G. Tyler, County Administrative Officer
547 Market Street, Room 102
Colusa, CA 95932

August 1, 2024

In Reference To: CCFCWCD-Zone 3
Matter No. 3700

Invoice # 2583

PROFESSIONAL SERVICES

			Hours	Amount
7/8/2024	VCK	Sites zone of benefit call.	0.70	262.50
7/17/2024	VCK	Review landowner agreement draft; review third party home district agreement attachment; draft edits and comments for Zone 3 consideration.	2.10	787.50
7/22/2024	VCK	Review and draft landowner agreement.	1.40	525.00
7/23/2024	VCK	Review and provide comments on Benefits and Obligations contract.	3.30	1,237.50
7/24/2024	VCK	Review Benefits and Obligations contract; edit, include comments of concern and provisions that may not be applicable; provide to Zone 3 for review.	2.80	1,050.00
7/25/2024	VCK	Call with M. Urkov; review summary of sites unit discussion paper.	1.60	600.00
7/26/2024	VCK	Review and provide edits and comments related on landowner agreements; provide to Zone 3 for review.	3.60	1,350.00
		FOR PROFESSIONAL SERVICES RENDERED	**15.50**	**$5,812.50**

1800 J Street, Sacramento, CA 95811
Phone: (916) 993-3962
Fax: (916) 264-2040
pariskincaid.com

Attachment: Paris_Kincaid_Wasiewski 2583 CAO BOS (10028 : Approve Special Claims)

Patricia Rodriguez

From: Kaline Moore
Sent: Wednesday, August 14, 2024 1:19 PM
To: Patricia Rodriguez
Cc: Wendy Tyler
Subject: FW: Paris Kincaid Wasiewski, LLP Invoice
Attachments: CCFCWCD 2583.PDF

Patricia,
Please process the attached invoice for payment. Code to 101-53180-101-0.
Thank you,
Kiki

-----Original Message-----
From: LAS Admin <admin@las-corp.com>
Sent: Wednesday, August 14, 2024 1:01 PM
To: Kaline Moore <kmoore@countyofcolusaca.gov>
Cc: admin@pariskincaid.com
Subject: Paris Kincaid Wasiewski, LLP Invoice

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

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

For your convenience, your bill is attached to this message. Please review the attached bill and submit your payment.

Paris Kincaid Wasiewski, LLP

916-993-3962

admin@pariskincaid.com

Attachment: Paris_Kincaid_Wasiewski 2583 CAO BOS (10028 : 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

Comment:

CUST 10544304 MODULAR
00553210811

Invoice No:	9021569869	Invoice Amount:	$ 6,417.73		
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: $ 6,417.73

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: 2024.08.14 14:15:18 -07'00'

Attachment: WILLIAM_SCOTSMAN 9021569869 BOS (10028 : 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

85

INVOICE

1835

Customer #	Invoice #	Invoice Date	Seq #	Terms
10544304	9021569869	8/1/2024	012	NET 10

PAYMENT DUE	$6,417.73
INVOICE DUE DATE	8/11/2024

COUNTY OF COLUSA
251 E WEBSTER ST
COLUSA CA 95932-2951

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	005-53210 811		N/A	8/1/2024 - 8/31/2024	COUNTY OF COLUSA 251 E WEBSTER ST COLUSA CA 95932

Quantity	Item #/Description	Price/Rate	Amount
1	COMPLEX CPX-203630	$5,901.36 Rental	$5,901.3
		Sub-total	$5,901.3
		Tax	$516.3
		INVOICE TOTAL	**$6,417.7**

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable it

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	**$6,417.7**
Invoice #:	**902156986**
Due Date:	**8/11/202**
Customer:	**COUNTY OF COLUS**
Customer #:	**105443(**

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

0000105443049902156986900000000

Attachment: WILLIAM_SCOTSMAN 9021569869 BOS (10028 : Approve Special Claims)

5245105.20240800798O2.00085

BOARD APPROVAL

9/3/2024

Invoice #	Fund/Department	Vendor	Amount
5387	BEHAVIORAL HEALTH *Expired Contract*	ABOUT TIME RECOVERY INC	$1,240.00
5430	BEHAVIORAL HEALTH *Expired Contract*	ABOUT TIME RECOVERY INC	$360.00
950036333	BUILDING & GROUNDS *Expired Contract*	EMCOR SERVICES	$710.00
2555	BOARD OF SUPERVISORS *Exceeds Contract*	PARIS KINCAID WASIEWSKI	$5,137.50
9021569869	HEALTH & HUMAN SERVICES *No Contract*	WILLIAMS SCOTSMAN INC	$6,417.73

1. _____
2. _____
3. _____
4. _____
5. _____

Attachment: Signature page Board Approval 24-25 (10028 : Approve Special Claims)

COUNTY OF COLUSA, CA

7.1

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Sitting as the Colusa County Public Authority Board Approve 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.

Sitting as the Colusa County Public Authority Board
Approve 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.

Detailed Description/Background of request

Department of Health and Human Services (DHHS) is requesting this fourth modification with Refined Technologies Inc, effective July 1st, 2024.

As directed by the Public Authority, Refined Technologies Inc shall agree to provide the software registry that will make available data collection and reporting on In-Home Supportive Services providers. This agreement provides application hosting and support, which shall include: server application hosting, daily data backup, monthly CMIPS integration, integrated payroll (IP) health benefit reporting, IP union reporting, and end user support.

DHHS requests that the term of the contract be extended through June 30, 2026.

Additionally, during contract review for this modification, a minor error was discovered. Under Section 4, Compensation the following will be deleted, “Compensation will be paid in accordance with paragraph 4, Method of Payment” and replaced with “Compensation will be paid in accordance with paragraph 5, Method of Payment”

Prior Board Action

C16-101, C18-058, C20-112, C22-092

Fiscal Impact/Funding Source

Funding used to pay for these services comes from Federal and State allocations. There is no impact to the general fund.
The cost is not to exceed $4,800 per fiscal year.

Action for the Clerk

Please obtain signatures, number contract and forward to:

Refined Technologies, Inc.
Greg Eby, CEO
7195 Brooktree Court
San Jose, CA, 95120

ATTACHMENTS:

- 4th Mod_Refined Technologies (DOCX)
- C22-092 3rd Mod_Refined Technologies (PDF)
- C20-112 2nd Mod_Refined Technologies (PDF)
- C18-058 1st Mod_Refined Technologies (PDF)
- C16-101 Refined Technologies (PDF)

Fourth Modification of Contract C16-101

This Fourth Modification of Contract C 16-101 ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California Corporation.

Background

On June 28, 2016, Authority and Contractor executed Contract C16-101 ("Contract") for the provision of software for a registry for data collection and reporting on the In-Home Supportive Services consumers and independent providers. A copy of Contract is on file with the Office of the Board Clerk and is incorporated into this First Modification by this reference as though set forth fully herein.

Since that time, the contract has been modified an additional three times to extend the term (contract numbers C18-058, C20-112 and C22-092).

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

The parties now wish to modify Section 3, Term to extend the termination date and change the wording in Section 4, Compensation.

Modification

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

1. Section 3 Term, is modified by extending the termination date to June 30, 2026.
2. Section 4 Compensation, is modified by deleting, “Compensation will be paid in accordance with paragraph 4, Method of Payment” and replaced with “Compensation will be paid in accordance with paragraph 5, Method of Payment”

COUNTY OF COLUSA PUBLIC AUTHORITY

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

REFINED TECHNOLOGIES, INC.

_____Date:_____
Greg Eby, CEO

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

_____
Tiffany Jorgensen, Deputy Clerk

Attachment: 4th Mod_Refined Technologies [Revision 1] (9974 : Approve 4th Modification with Refined Technologies, Inc.)

Third Modification of Contract C16-101

This Third Modification of Contract C16-101 ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California Corporation.

Background

On June 28, 2016, Authority and Contractor executed Contract C16-101 ("Contract") for the provision of software for a registry for data collection and reporting on the In-Home Supportive Services consumers and independent providers. A copy of Contract is on file with the Office of the Board Clerk and is incorporated into this First Modification by this reference as though set forth fully herein.

On May 1, 2018, Authority and Contractor executed the First Modification, C18-058, of the contract to modify Section 3, Time of Performance.

On June 16, 2020, Authority and Contractor executed the Second Modification, C20-112, of the contract to modify Section 3, Term.

The parties now wish to modify Section 3, Term.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 3 of the Contract is modified to change the termination date of the contract from June 30, 2022 to June 30, 2024.

COUNTY OF COLUSA PUBLIC AUTHORITY

J. Merced Corona, Authority Chair

REFINED TECHNOLOGIES, INC.

Greg Eby, CEO

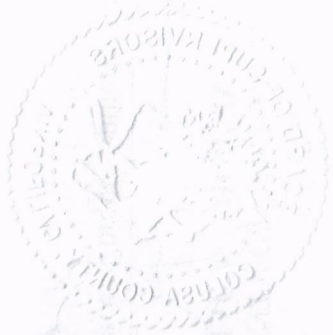
APPROVED AS TO FORM:

Richard Stout, County Counsel

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

By Melissa Kitts, Deputy

Attachment: C22-092 3rd Mod_Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)



Second Modification of Contract C16-101

This Second Modification of Contract C16-101 ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California corporation.

Background

On June 28, 2016, Colusa County Public Authority ("Authority") and Refined Technologies, Inc. ("Contractor") executed Contract C16-101 ("Contract") for the provision of software for a registry for data collection and reporting on the In-Home Supportive Services consumers and independent providers.

On May 1, 2018, Authority and Contractor executed the First Modification, C18-058, of the contract to modify the Term.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective June 16, 2020 as follows:

1. Section 3, Term, of the Contract is modified to change the termination date of the contract from June 30, 2020 to June 30, 2022.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

REFINED TECHNOLOGIES, INC.

Greg Eby, CEO

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

By _____
Melissa Kitts, Deputy

Attachment: C20-112 2nd Mod_Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

First Modification of Contract C16-101

This First Modification of software Contract C16-101 ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California corporation.

Background

On June 28, 2016, Authority and Contractor executed Contract C16-101 ("Contract") for the provision of software for a registry for data collection and reporting on the In-Home Supportive Services consumers and independent providers.

The parties now wish to modify Section 3, Term.

Modification

The parties agree to modify the Contract effective May 1, 2018, as follows:

1. Section 3, Term, of the Contract is modified to change the termination date of the contract from June 30, 2018 to June 30, 2020.

COUNTY OF COLUSA

Date: 5/1/18
Gary J. Evans, Board Chair

REFINED TECHNOLOGIES, INC.

Date: 5/8/18
Greg Eby, CEO

APPROVED AS TO FORM:

for
Marcos A. Kropf, County Counsel

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

By
Melissa Kitts, Deputy

Attachment: C18-058 1st Mod_Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)



Attachment: C18-058 1st Mod_Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

C16-101

Refined Technologies Hosting and Support Contract

This contract for application hosting and support for the Public Authority Registry software ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("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 application hosting and support, which shall include: server application hosting, daily data backup, monthly CMIPS integration, integrated payroll (IP) health benefit reporting, IP union reporting, and end user support.

2. **Continuing Grant of License:** Contractor previously granted Authority a license to use its Public Authority Registry software (Software), and Authority is currently using Contractor's Software. Contractor continues to grant Authority a nonexclusive license (License) to use the Software on up to 5 single-user computers.

   A. For the purposes of the Contract, the following definitions apply:
   - **1)** "Software" means the computer programs and documentation provided to Authority for use under this Contract.
   - **2)** "Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.
   - **3)** "Use" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

   B. Upon termination of the License, Authority shall return to Contractor or destroy the original and all copies of the Software including partial copies and modifications. Contractor shall have a reasonable opportunity to conduct an inspection of Authority's place of business to assure compliance with this provision.

   C. Contractor retains title to and ownership of the Software, including all enhancements, modifications, and updates.

   D. Authority will make no efforts to reverse engineer the Software, or make any modifications or enhancements without Contractor's express written consent.

   E. Contractor guarantees that the Software will perform as designed and as anticipated for the particular purpose of Authority's use.

   F. Authority will treat the Software as a trade secret and proprietary know-how belonging to Contractor that is being made available to Authority in confidence. Authority agrees to treat the Software with at least the same care as it treats its

Attachment: C16-101 Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

own confidential or proprietary information.

3. **Term:** This Contract shall begin on July 1, 2016, and shall end on June 30, 2018.

4. **Compensation:** County will pay Contractor compensation not to exceed $4,800 per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

5. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the proceeding 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.

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

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

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

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

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

Attachment: C16-101 Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

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

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

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

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

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

   Additionally, Contractor warrants that the Software does not infringe upon the rights of any other party, and that Contractor has the sole right to continue licensing the use of the Software to Authority. Contractor shall defend, at its own expense, including the payment of all legal fees and costs, any claim brought against Authority, and hold Authority harmless from any claims of infringement upon any patent, copyright, trademark, or license as a result of Authority's use of the Software.

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

Attachment: C16-101 Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

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 $100,000 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 $100,000 for each accident for bodily injury or property damage.

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

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

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

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

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

5) Providing any failure to comply with the reporting provisions of the policy

Attachment: C16-101 Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

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.

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

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

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

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

If to Authority:

Department of Health & Human Services
251 E. Webster Street
Colusa, California 95932
Telephone: 530-458-0250

Attachment: C16-101 Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

Facsimile: 530-458-0492

If to Contractor:
Refined Technologies, Inc.
Greg Eby, CEO
7195 Brooktree Court
San Jose, CA 95120
Telephone: (408) 260-8354

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.

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 County without cause upon 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.

Attachment: C16-101 Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

C____-_____

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 28th day of June, 2016.

COUNTY OF COLUSA PUBLIC AUTHORITY

Denise J. Carter, Governing Body Chair

REFINED TECHNOLOGIES

Greg Eby, CEO

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By for Ann Nordyke, Deputy

Attachment: C16-101 Refined Technologies (9974 : Approve 4th Modification with Refined Technologies, Inc.)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: 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)

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)**

Detailed Description/Background of regular

Mr. Torres and Mr. Kley have submitted applications for reappointment and appointment to serve 3-year terms on the Air Pollution Control Hearing Board. If reappointed, Mr. Torres' term will be effective September 10, 2024 through September 9, 2027. Mr. Kley's term will be effective September 3, 2024 through September 2, 2027.

Health and Safety Code section 40801 has specific requirements for qualifications for Hearing Board members, but those requirements may be waived in a district with a population of less than 750,000 pursuant to Health and Safety Code section 40802 in order to fill vacancies.

This vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 22, 2023.

Prior Board Action

Chris Torres was last appointed on August 13, 2021.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Chris Torres, PO Box 349, Princeton, CA 95970, and Jacob Kley 1438 Ohm Road, Arbuckle, CA 95912 and provide a copy of appointment to the Ag Commissioner.

ATTACHMENTS:

- Application from Chris Torres (PDF)
- Application from Jacob Kley (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
JUL 29 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Air Pollution Control District

NAME OF APPLICANT: Chris Torres

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: P.O. Box 349 / 6995 Pavodiverd

CITY: Princeton,

PHONE: 530-701-2462

E-MAIL: dodotrouble@yahoo.com

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

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ **Notes:** Interested in re appointment.

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

Office Use Only:
APPOINTED ☐ TERM DATE:_____
☐ FILLING UNEXPECTED VACANCY
NOT APPOINTED ☐ NOTES:_____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: Application from Chris Torres (10025 : Appointments to the Air Pollution Control District Hearing Board)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
JUL 19 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Air Pollution Control District

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
Jacob H. Kley	1438 Ohm Rd.

CITY:	PHONE:	E-MAIL:
Arbuckle	(530) 682-7432	jkley@cipcorp.com

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

1 [X] 2 [ ] 3 [ ] 4 [ ] 5 [ ] **Notes:**

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

Prior County Service Appointments:
- Airport Land Use Commission
- Grand Jury

Employed with Colusa Industrial Properties as G.M. District 2.

Involved with farming operations of Butte Creek Farms District 5.

* Would like to fill Ed Hulbert's seat expiring Aug 20, 2024.

Office Use Only:
APPOINTED [ ] TERM DATE: _____
[ ] FILLING UNEXPECTED VACANCY
NOT APPOINTED [ ] NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: Application from Jacob Kley (10025 : Appointments to the Air Pollution Control District Hearing Board)

COUNTY OF COLUSA, CA 10.1

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: 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.

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.

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
N/A

COUNTY OF COLUSA, CA

10.2

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

10.3

Request For County Board of Supervisors Action

MEETING DATE: September 3, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

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