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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
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Melissa Kitts, Deputy Clerk
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COLUSA COUNTY
Board of Supervisors

Agenda

June 8, 2021

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.

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report from May 25, 2021 Closed Session
- Announcement of Closed Session

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
1. Update on the COVID-19 Pandemic.

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 14.

1. BOARD OF SUPERVISORS
Approve the May 25, 2021 Board of Supervisors meeting minutes.

2. SHERIFF
Approve the Colusa County Sheriff's Office Field Services Division and Correctional Services Division (Jail) 2020-2021 Supplemental Law Enforcement Funds Spending Plans (County FY 2021-2022), in the amount of $106,160.

3. COMMUNITY DEVELOPMENT/PLANNING & BUILDING
Approve Second Modification to Contract C20-025 with **Economic & Planning Systems, Inc.** for the Development Impact Fee Program update and Nexus Study, effective July 1, 2021.

4. PURCHASING AND PROCUREMENT/IT
Approve the purchase of 98 Microsoft Office Professional Plus 2019 licenses and 67 Windows 10 Pro Upgrade licenses for various departments to implement the planned county wide information technology upgrade.

5. APPOINTMENT/WILLIAMS CEMETERY DISTRICT
Appoint Barbara Rolen (Dist. 3) to the Williams Cemetery District to fill an unexpired term effective June 8, 2021 through January 24, 2023. **(Application received: Barbara Rolen)**

6. PURCHASING AND PROCUREMENT/ASSESSOR
Approve 3rd Modification to **Megabyte Systems, Inc.** for maintenance and support of Megabyte Property Tax system, effective, July 1, 2021.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 1st Modification to **Sierra Mental Wellness** for after-hours crisis services, effective July 1, 2021.

8. COUNTY ADMINISTRATIVE OFFICE
Approve 1st Modification to **AP Triton Consulting, LLC** for ambulance feasibility study, effective April 30, 2021.

9. PURCHASING AND PROCUREMENT/BEHAVBIORAL HEALTH
Approve contract with **North Valley Behavioral Health LLC,** for inpatient psychiatric services, effective July 1, 2021.

10. AG COMMISSIONER
Approve amendment #1 to Noxious Weed Program Agreement #20-0968-000-SA with **California Department of Food and Agriculture**, effective January 15, 2021.

11. PURCHASING AND PROCUREMENT/SHERIFF
Approve Purchase of a Whisperwatt Generator for the Sheriff's Office from Coffman Electrical Equipment Co., utilizing GSA Contract #GS-07F-6044P and authorize the Purchasing Agent to sign the Purchase Order.

12. PURCHASING AND PROCUREMENT
Approve 3rd Modification to **Davies Oil Company** for fuel services, effective July 1, 2021.

13. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS MAINTENANCE
Adopt plans, specifications and working details for a Request for Bids (RFB), and Notice to Bidders for the re-roof of the Colusa County Maintenance Shop.

14. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS MAINTENANCE
Adopt plans, specifications and working details for a Request for Bids (RFB), and Notice to Bidders for the purchase and installation of new heaters and swamp coolers at the Colusa County Maintenance Shop.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES/DISTRICT ATTORNEY

1. Adopt a Resolution reclassifying a District Attorney's Office Bilingual Victim Witness Coordinator/Advocate to a newly created Victim Witness Program Manager classification following a reclassification study and amend the allocated listing of positions. **Further**, adopt Revised Job Class Table reflecting the addition of the new classification of Victim Witness Program Manager as Required by CalPERS.

HUMAN RESOURCES/AG COMMISSION

2. Approve a Step 4 appointment for Ryan Jennings, Assistant Ag Commissioner & Sealer of Weights and Measures, MGT Range 27, $7,721 per month, effective June 1, 2021. **(4/5th vote required)**

HUMAN RESOURCES/AG COMMISSION

3. Approve a Step 3 appointment for Leeann Price, Fiscal Administrative Officer, MGT Range 16, $5,595 per month, effective June 1, 2021. **(4/5th vote required)**

V. AUDITOR

1. Approve Special Claims.

VI. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

1. Adopt a Resolution authorizing the Colusa County Department of Health and Human Services to participate and administer the California Office of Emergency Services (Cal OES) Child Advocacy Center (KC) Program.

2. Approve the Memorandum of Understanding with **Regional Housing Authority** in regards to acquisition of funding for and pre-development activities related to the construction of affordable housing.

VII. AG COMMISSIONER/MIGRANT HOUSING

1. Adopt a Resolution approving Fiscal Years 2021-2023 operations and maintenance contract (#21-OMS-16178) for the Williams Migrant Center with the State of California Department of Housing and Community Development in an amount not to exceed $1,294,754.00. **Further**, authorize the County Administrative Officer to execute said contract and any amendments thereto on behalf of the County.

PURCHASING AND PROCUREMENT/AIR POLLUTION

2. **Sitting as Colusa County Air Pollution Control District**
Approve 1st Modification to **Feather River Air Quality Management District,** for environmental engineering services, effective June 8, 2021.

3. **Sitting as the Colusa County Air Pollution Control District**
   Adopt a Resolution authorizing the Air Pollution Control District to accept grant funds awarded under the California Air Resources Board's AB 617 Community Air Protection Grant program and execute the **State of California Environmental Protection Agency Grant Agreement**, effective June 1, 2021.

VIII. PURCHASING AND PROCUREMENT/SHERIFF - SOAR

1. Approve purchase of 12 unbudgeted LA Police Gear Level IV Ballistic Armor Plates from LA Police Gear and 2 Sniper Rifle Scopes (C434) from Nightforce Optics, Inc. MIL-GOV-LE for the Sheriff's Special Operations and Response team and authorize the Purchasing Agent to sign purchase orders.

PURCHASING AND PROCUREMENT/SHERIFF

2. Approve the unbudgeted purchase of 12 Streamlight Tactical Lights (69262) from Amazon.com and 12 Vortex Optics Crossfire Red Dot Sights Gen II (CF-RD2) from USIQ, Planet Optics.com, for the Sheriff's Special Operations and Response team and authorize Purchasing Agent to process.

IX. COUNTY ADMINISTRATIVE OFFICE/COLUSA COUNTY WATERWORKS NO. 1

1. Approve Colusa County Waterworks District #1 request to extend authorization to carry a deficit fund balance in the County Treasury in an amount not to exceed $650,000 to September 30, 2021.

X. BOARD OF SUPERVISORS

1. Approve the May 24, 2021 Board of Supervisors Special Meeting Minutes.

2. County and Sites Authority staff to provide an update on the Sites Reservoir Project.

3. Adopt Resolution Terminating the Local Health Emergency and Local Emergency Related to COVID-19

4. Discussion and possible direction or action concerning telephonic broadcast of Board of Supervisors meetings.

5. Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

XI. SUPERVISORS' REPORTS OR COMMENTS

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

XIII. CLOSED SESSION/COUNTY COUNSEL

1. PUBLIC EMPLOYMENT
   California Government Code 54957(b)(1); Title: County Counsel.

9:30 a.m. PUBLIC HEARING
COMMUNITY DEVELOPMENT/PLANNING & BUILDING

1. Public Hearing to receive the Grantee Performance Report, discuss grant accomplishments and allow for public input regarding CDBG Grant # 15-CDBG-10570 (Maxwell Sidewalks) and authorize the County Administrative Officer to sign the Closeout Certification Form.

11:00 a.m. ASSESSMENT APPEAL HEARING/ASSESSOR

1. **Sitting as the Colusa County Board of Equalization**
   Assessment Appeal Hearing

Appeal#	APN#	Assessed Total	Applicant's Opinion
20-06	017-090-062-000	$58,111,390	$11,622,278

Olam Tomato Processors Inc: Appeal 20-06, for APN 017-090-062-000 for value placed on land, improvements, fixtures and personal property for tax year 2019-20.

ADJOURN

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

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

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

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

COUNTY OF COLUSA, CA **1.1**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Ann Nordyke**

SUBJECT: **COVID-19 Public Health Officer Update**

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

Dr. Burt or staff will provide the Board with an update on the Pandemic.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA

3.1

Request For County Board of Supervisors Action

MEETING DATE: June 8, 2021

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the May 25, 2021 Board of Supervisors meeting minutes

Approve the May 25, 2021 Board of Supervisors meeting minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Print out and have Chair sign then distribute accordingly and upload into MinuteTraq and County website. Close meeting date in MinuteTraq. Add to Laserfiche

ATTACHMENTS:

- 05-25-21 Minutes (PDF)

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

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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes
May 25, 2021

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 25th day of May 2021 at the hour of 9:00 a.m. Present: Supervisors J. Merced Corona, Kent S. Boes, Daurice K. Smith, Denise J. Carter and Gary J. Evans.

Present: Margaret Long, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Mike Azevedo, Public Works Department.
Elizabeth Kelly, Health and Human Services Department.
Greg Plucker, Community Development Department.
Robert Zunino, Auditor-Controller's Office.
Noel O'Neill, Behavioral Health Department.
Stacey Costello, Colusa County Librarian.
Dan Charter, Cindy Dillard, Treasurer-Tax Collector's Office.
Devin Kelly, District Attorney's Office.
Kaline Moore, CAO's Office.
LeeAnn Price, Ag Commissioner's Office.
Justin Caporusso, Caporusso Communications.
Jennifer Roberts, Arbuckle citizen.
Gloria Estrada, Williams citizen.
Susan Meeker, Pioneer Review

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Roberts requests the Board of Supervisors consider reinstating telephone access for Board meetings.

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

REPORT FROM MAY 11, 2021 CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
California Government Code §54957.6
Agency designated representatives: CAO, Personnel Director, County Counsel
Employee organization: DSA, Management, Misc. Unit, Prof./Admin Unit, Confidential Unit, Unrepresented Employees, Department Heads.
Direction given to staff.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LABOR NEGOTIATORS
California Government Code §54957.6
Agency designated representatives: CAO, Personnel Director, County Counsel
Employee organization: DSA, Management, Misc. Unit, Prof./Admin Unit, Confidential Unit, Unrepresented Employees, Department Heads.

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly and Ms. Tyler.

Chair Evans states the intent of the Board's decision to declare July 2, 2021 a County holiday, was to acknowledge the countless hours and additional workload undertaken by the Colusa County employees in response to the paralyzing requirements forced upon them. He states the extra holiday was a recognition and appreciation of this, not a reward.

II. STAFF REPORTS

Ms. Church updates the Board regarding the on-boarding process for new employees.

Mr. O'Neill states he toured buildings in Williams including some commercial buildings for a new adult facility. He states that in the May revise there is substantial funding for youth services.

Mr. Azevedo states construction on Lodoga-Stonyford road has started and will be completed by Memorial Day weekend.

Ms. Tyler updates the Board on telephonic access for Board meetings. She states the Governor's Executive Orders allow telephonic access.

The Board directs staff to place this item on the June 8, 2021 Agenda to discuss telephone access for meetings.

CONSENT AGENDA

Chair Evans makes time for approval of Consent Agenda Item No.'s 1 through 28.
Ms. Tyler requests to pull Consent Item No. 13.

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

Supervisor Corona requests to pull Consent Item No.'s 8, 27 and 28.

Supervisor Smith requests to pull Consent Item No. 24.

Chair Evans so directs.

Approve Consent Agenda Items No.'s 1 through 7, 9 through 12, and 14 through 23, 25 and 26.

1. BOARD OF SUPERVISORS
Approve the May 11, 2021 Board of Supervisors meeting minutes.

2. TREASURER
Accept April 2021 Treasury Monthly Investment Report as presented.

3. COUNTY ADMINISTRATIVE OFFICE/EMERGENCY SERVICES
Approve the purchase of 17 Zoll AED 3 Semi Auto(Automated External Defibrillator), with accessories, 1 Zoll AED 3 Trainer and 1 Prestan Professional Manikin-Adult with CPR monitor, for the Sheriff's Office Homeland Security Division in an amount not to exceed $32,217.90 from EMS Safety utilizing CMAS Contract #4-11-03-0470AD and authorize the Purchasing Agent to sign the purchase order.

4. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Contract No. **C21-080,** 1st Modification to the reimbursement agreement with the **Colusa County Office of Education** for provision of education support for foster youth effective, July 1, 2021.

5. BEHAVIORAL HEALTH
Approve Contract No. **C21-081** Amendment #1 to Subrecipient Agreement with **Glenn County** through the Glenn County Community Action Department for Emergency Solutions Grant funding.

6. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Contract No. **C21-082,** First Modification of Memorandum of Understanding between the **Colusa County Office of Education, Pierce Joint Unified School District, Williams Unified School District, Maxwell Unified School District, Colusa Unified School District**, Colusa County Department of Health & Human Services, and Colusa County Probation for the provision of transportation services for foster youth.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-083,** 1st Modification to C19-041with the **Colusa County Office of Education**, for outreach and education, effective July 1, 2021.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-084** with **Gary Ernst**, for cost accounting services, effective July 1, 2021.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-085,** 6th Modification to **Restpadd Inc.** (Redding), hospital-based psychiatric inpatient services, effective July 1, 2021.

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-086,** 5th Modification to **Willow Glen Care Center, Inc.** for board and care services, effective July 1, 2021.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-087** agreement with **Beck Institute**, for cognitive behavior therapy services, effective April 23, 2021. Further, approve Contract No. **C21-088** business associate agreement with **Beck Institute**, effective October 6, 2020.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-089,** 4th Modification to **Mountain Valley Child and Family Services, Inc.** for mental health services, effective July 1, 2021.

15. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve **C21-090,** 3rd Modification to **Restpadd Health Corporation, LLC** for mental health services, effective June 8, 2021.

16. PURCHASING AND PROCUREMENT/HEALTH DEPARTMENT
Approve Contract No. **C21-091,** 5th Modification to **NPH Medical Services** for temporary nursing services, effective July 1, 2021.

17. PURCHASING AND PROCUREMENT/WELFARE ADMINISTRATION
Approve Contract No. **C21-092** agreement with **The Regents of the University of California, on behalf of its Davis Campus** for continuing and professional education, effective July 1, 2021.

18. PURCHASING AND PROCUREMENT/WELFARE ADMINISTRATION
Approve Contract No. **C21-093** agreement with **The Regents of the University of California on behalf of its Davis Campus** for state mandated staff training for Eligibility Worker staff, effective July 1, 2021.

19. PURCHASING AND PROCUREMENT/HEALTH DEPARTMENT
Approve Contract No. **C21-094,** 1st Modification to **Jeff Kennedy, dba Kennedy Consulting** for hospital preparedness program local coordinator services, effective July 1, 2021.

20. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C21-095,** 2nd Modification to **Auburn Counseling Services** for after-hours crisis telephone line and Medi-Cal compliance services, effective July 1, 2021.

21. HUMAN RESOURCES/PERSONNEL
Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

22. PUBLIC WORKS/ROAD DEPARTMENT/AIRPORT
Approve Contract No. **C21-096** Grant Agreement (No. 3-06-0048-022-2021) with the **Federal Aviation Administration (FAA)** for AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP).

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

23. BEHAVIORAL HEALTH

Approve Contract No. **C21-097,** Third Amendment with **Glenn County**, through its Colusa-Glenn-Trinity Community Action Partnership, for the purpose of distributing the Homeless Aid Program (HEAP) grant funding.

25. AG COMMISSIONER

Approve Contract No. **C21-098** Agreement (No. 20-1036-009-SF) with the **California Department of Food and Agriculture (CDFA),** for the European Grapevine Moth (EGVM) Program, effective January 1, 2021.

26. PURCHASING AND PROCUREMENT/WELFARE ADMINISTRATION

Approve Contract No. **C21-099** agreement with **Colusa County One Stop Partnership** for employment related services, effective July 1, 2021.

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

HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

8. Approve Contract No. **C21-100** Memorandum of Understanding with the **City of Colusa Police Department** for reimbursement of costs for trained forensic interviewer, effective December 1, 2020.

Comments received by Ms. Kelly and Ms. Tyler.

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

PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

13. Approve Contract No. **C21-101** with **Prime Healthcare Services - Shasta, LLC dba Shasta Regional Medical Center** for inpatient psychiatric services, effective March 1, 2021 as corrected.

Comments received by Ms. Tyler.

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

PURCHASING AND PROCUREMENT/MIGRANT HOUSING

24. Find that competitive bidding will not be in the public interest due to the delay it would cause in procuring equipment, and approve the purchase and installation of 10 Dexter T-300 Washing Machines at the Migrant Farm Housing Center from Western State Design, Inc. in an amount not to exceed $51,001and authorize the Purchasing Agent to issue purchase order.

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

Comments received by Ms. Moore, Ms. Tyler and Ms. Price.

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

TREASURER

27. Adopt Corrected Resolution No. 21-017 Approving The Sale Of Tax Defaulted Properties Subject To The Power Of Sale.

Comments received by Ms. Dillard.

RESULT:	**APPROVED [4 TO 1]**
MOVER:	Boes
SECONDER:	Corona
AYES:	Evans, Boes, Smith, Carter
NAYS:	Corona

Chair Evans makes time for a Proclamation in memory of Minnie Lawrence and her 32 years of dedicated service to our community and reads the following into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IN MEMORY OF MINNIE LAWRENCE AND HER 32 YEARS OF DEDICATED SERVICE TO OUR COMMUNITY

WHEREAS, Minnie Lawrence served as a member of the Colusa-Glenn-Trinity Community Action Partnership Board of Directors as a founding Board Member from 1985 through December 2017;

WHEREAS, Ms. Lawrence represented Colusa County and championed for her community with passion and tenacity;

WHEREAS, Ms. Lawrence's commitment to this tri-county partnership has allowed the leverage of millions of dollars of resources, resulting in jobs, purchased and solutions to people in need, to flow to our local economies;

WHEREAS, Ms. Lawrence embodied the spirit of hope and upheld the Community Action Promise for our communities and demonstrated genuine care and compassion for helping people help themselves; and

WHEREAS, throughout her tenure, Ms. Lawrence witnessed a great deal of progress and change in this organization; she was an integral part of this success! Through her commitment and dedication, the Community Action Partnership was able to have a positive impact on the lives of our most vulnerable citizens.

NOW, THEREFORE BE IT PROCLAIMED that the Colusa County Board of Supervisors in memory of Minnie Lawrence's efforts and dedication to public service, wishes to commemorate their gratitude for her service to Colusa, Glenn and Trinity Counties.

PASSED AND ADOPTED this 25th day of May 2021."

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

28. Adopt Proclamation in memory of Minnie Lawrence and her 32 years of dedicated service to our community.

Comments received by Ms. Kelly.

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

IV. HUMAN RESOURCES/LIBRARY

1. Approve a Step 4 appointment for Olivia Eib, Library Assistant I (.80 FTE), MSC Range 05, $1,998.40 per month, effective her date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

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

2. Approve a Step 4 appointment for Inderpal Bajwa, Library Assistant I (.80 FTE), MSC Range 05, $1,998.40 per month, effective her date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

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

HUMAN RESOURCES

3. Approve a Step 5 appointment for Pamela DaGrossa, Literacy Program Coordinator, PF Range 23, $4,147 per month, effective her date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

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

V. AUDITOR

1. Approve Special Claim as follows:

Claim #	Fund/Department	Vendor	Amount
644604	CLERK-RECORDER	VITAL RECORDS CONTROL	$540.00

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

Comments received by Ms. Tyler.

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

VI. PURCHASING AND PROCUREMENT/DISTRICT ATTORNEY

1. Approve Contract No. **C21-102** with **Journal Technologies, Inc,** for case management system for the District Attorney's Office.

Comments received by Ms. Tyler and Ms. Kelley.

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

VII. COUNTY COUNSEL

1. Approve Amendment to Policy 107, County Administrative Officer Duties and Responsibilities, authorizing the County's budget officer to approve intra-budget adjustments.

Comments received by Ms. Long and Ms. Tyler.

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

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 20/21 Revenue and Appropriations Inter-Budget Adjustment No.'s 021-028. **(4/5 vote required)**

Comments received by Ms. Moore.

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

2. Approve FY 20/21 Intra Budget Adjustment No.'s: B-21023 - B-21029.

Ms. Tyler states due to the action taken on Item VII, this item is no longer needed.

3. Discuss and provide direction to staff concerning Prop 68 Per Capita funding transfer and/or projects to be submitted to the State of California for consideration.

Comments received by Ms. Tyler, Ms. Meeker, Ms. Robertson and Mr. Azevedo.

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

Direction given to staff to move forward with the following Projects and request detailed budgets as well as other potential funding sources and place on the August Agenda for further Board consideration.

- Arbuckle Parks & Rec-basketball courts
- County of Colusa-ADA improvements and boat launch at East Park Reservoir
- County of Colusa-Sacramento River non-motorized launch areas

IX. BOARD OF SUPERVISORS

Chair Evans declares a recess at 10:26 a.m. and reconvenes in Regular Session at 10:34 a.m. with all Supervisors present.

Present: Margaret Long, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez,
CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Mike Azevedo, Public Works Department.
Elizabeth Kelly, Health and Human Services Department.
Greg Plucker, Community Development Department
Stacey Costello, Colusa County Library.
Susan Meeker, Pioneer Review

BOARD OF SUPERVISORS

1. Discussion and approval of proposed installation of commemorative signs on Hwy 99 to honor our fallen soldiers.

Comments received by Supervisor Corona, Mr. Azevedo, Ms. Estrada and Ms. Tyler.

Direction given to have the Veterans Service Officer work with the Public Works Director to come up with a standard sign where Manual Uniform Traffic Control Device (MUTCD) requirements are met, then bring back to the Board for further direction.

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

2. Approve letter of Support to the U.S. Department of Commerce, Economic Development Administration for the Golden State Finance Authority's Rural California Broadband Strategic Planning application.

Comments received by Supervisor Carter and Ms. Tyler.

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

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Smith

Meetings/functions attended:

- Colusa City Council meeting
- NCCC Board meeting
- County Training
- Behavioral Health meeting
- Onboarding orientation
- California Chamber Luncheon
- Sierra Sacramento Valley EMS meeting

Supervisors Boes

Meetings/functions attended:

- Tax Share meetings
- Maxwell Rodeo
- Williams City Council
- Karen's House Fundraiser
- Site Scouting with Behavioral Health Director
- County Counsel interviews

Supervisor Corona

Meetings/functions attended:

- Budget Ad-Hoc meetings
- American Police Hall of Fame & Museum
- Constituent meetings
- County Counsel interviews

Supervisor Carter

Meetings/functions attended:

- RCRC Executive Committee meeting
- Virtual Host Breakfast
- Colusa Groundwater Authority TAC meeting
- Mid-Sacramento Valley RC15 Investment Strategy Steering Committee
- Field Trip to potential non-motorized boat launch on Sacramento River
- County Counsel interviews

Supervisor Evans

Meetings/functions attended:

- Tax Share meetings
- Sites meetings
- Budget Ad-Hoc meetings
- County Counsel interviews
- Agenda Review

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states SB79 made it to the Assembly and has been referred to the Local Government Committee and budget meetings with the ad-hoc are in progress. She gives an update on the American Rescue Plan and May revise and how it will affect the local budget.

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

Comments received by Ms. Long.

Chair Evans declares a recess at 11:36 a.m. to convene in Closed Session.

XII. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LABOR NEGOTIATORS
   California Government Code §54957.6
   Agency designated representatives: CAO, Personnel Director, County Counsel Employee organization: DSA, Management, Misc. Unit, Prof./Admin Unit, Confidential Unit, Unrepresented Employees, Department Heads.

Chair Evans declares a recess at 12:38 p.m. and reconvenes into Regular Session at 1:00 p.m. with all Supervisors present.

Present: Margaret Long, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Mike Azevedo, Public Works Department.
Elizabeth Kelly, Health and Human Services Department.
Greg Plucker, Community Development Department
Robert Zunino, Auditor Controller's Office.
Joe Garofalo, Mike Bradwell, Sheriff's Office.
Dan Charter, Treasurer-Tax Collector's Office.

XIII. BOARD OF SUPERVISORS

1. Mandatory Ethics training for Board Members and staff.

Comments received by Ms. Long.

Chair Evans adjourned the meeting at 2:46 p.m. to reconvene in Regular Session on June 8, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 05-25-21 Minutes (6656 : Approve the May 25, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Sheriff**

FROM: **Jose Ruiz**

SUBJECT: **FY 2020-2021 Supplemental Law Enforcement Services Funding (SLESF) Spending Plan**

Approve the Colusa County Sheriff's Office Field Services Division and Correctional Services Division (Jail) 2020-2021 Supplemental Law Enforcement Funds Spending Plans (County FY 2021-2022), in the amount of $106,160.

Detailed Description/Background of request

Supplemental Law Enforcement Spending Funds (SLESF) are allocated yearly by the State to each County under California Government Code sections 30061-30063. These funds supplement funding for front line law enforcement purposes.

Prior Board Action

On-going, yearly, spending plan approval. Last years Board approval occurred on June 16, 2020.

Fiscal Impact/Funding Source

Allocated annually per State budget with NO County cost match required. Estimated funds under the spending plan for the Field Services Division is $100,000. The estimated funding for the Correctional Services Division under the spending plan is $6,160. Funds will be appropriated via budget adoption.

Action for the Clerk

Return a copy of approved Spending Plans(s) to the Sheriffs Office.

ATTACHMENTS:

- SLESF 2021 (XLSX)
- FY21-22 SLESF Jail Spend Plan 20-21 CO21-22 (XLSX)

Colusa County Sheriff's Office Field Services
2020-21 Supplemental Law Enforcement Funds
Sheriff Spending Plan
County FY 2021-22

	ITEM	$	EST. COST	SPENT	BALANCE	JUSTIFICATION
#1	Law Enforcement trainings	Misc	$8,000.00	$0.00	$8,000.00	To allow deputies & supervisors to attend a multitude of mandated or advanced officer Law Enforcement Training courses.
#2	New Axon Taser Service Agreement (Pending Approval)		$17,160.00	$0.00	$17,160.00	Replace defective, phased out Tasers no longer in production or covered by warranty.
#3	Misc batteries and battery charging equipment	Misc	$500.00	$0.00	$500.00	Misc 9v, AA, AAA, and other needed batteries to power a multitude of office equipment and field investigative equipment.
#4	P.C and V.C. Code books	18	$2,010.00	$0.00	$2,010.00	To provide deputies and supervisors with a quick portable field reference of laws.
#5	Misc furniture (workstaion, chairs,desks,etc	Misc	$14,000.00	$0.00	$14,000.00	Purchase/replace worn or defective misc. furniture for Sergeants Office and other law enforcement personnel.
#6	Misc. Duty Gear (IE, holsters, impact weapons, gun belts, handcuffs, cuff cases, prisoner restraint devices, holders, flashlights, gloves, pouches, flashlights, safety equipt, etc.)	Misc	$4,500.00	$0.00	$4,500.00	Purchase/replace worn or defective duty gear / equipment so deputies will have functional equipment for duty use.
#7	Coroner related equipment (Body bags, BioHaz suits, coroner evidence supplies, etc.)	Misc	$1,500.00	$0.00	$1,500.00	Body bags and materials used in the field by deputies investigating coroner cases. Freezer maintanence.
#8	Body worn video cameras service agreement.	1	$11,635.00	$0.00	$11,635.00	Axon body worn camers purchase and service agreement.
#9	(TransUnion) TLO on-line subscription	1	$900.00	$0.00	$900.00	Permits online access/search ability to asst. investigations, backgrounds, etc.
#10	12GA 00 Buck reduced recoil ammo	2	$200.00	$0.00	$200.00	Duty ammunition for deputy shotguns for duty and range qualification.
#11	.223 Cal ammunition	12	$3,255.00	$0.00	$3,255.00	Duty ammunition for patrol rifles / sniper rifles; duty and range qualification.
#12	.40 Cal ammunition	20	$4,000.00	$0.00	$4,000.00	Duty ammunition for for field use and range qualification.
#13	Desktop computer work stations w/DVD burners, & peripheral equipment, printers	Misc	$10,000.00	$0.00	$10,000.00	Replace/rotate out of service older or defective computer work stations / related peripheral computer equipment and commucations, printers ect.
#14	Tracker, mobile wireless broadband service	1	$600.00	$0.00	$600.00	Provide real time tracking of investigation unit's GPS tracking device.
#15	Misc. evidence collection equipment/materials.	Misc	$1,000.00	$0.00	$1,000.00	To aid patrol/investigation personnel in crime scene processing, evidence collection, bio-hazard safety, markers, lighting equipment, lables, cameras, packaging, test kits, etc.
#16	Real Time Networks service agreement for KeyTracer key management system.	1	$2,620.00	$0.00	$2,620.00	Yearly Hardware and Service Plan for KeyTracer key management system for department/patrol vehicle issued keys.
#17	Bullet proof vests	5	$5,000.00	$0.00	$5,000.00	Bullet proof vests and outer carriers needed to safely and properly function for patrol personnel.
#18	Subscription to CA Legal Sourcebook (CopWare) & CA Codes; Site license w/updates.	26+	$920.00	$0.00	$920.00	1yr subscription - online legal/case law/CA codes reference materials w/updates; Assists department personnel in keeping current w/laws, law changes,case law,search & seizure laws, etc. Electronic access permits office use, field use on tablet, laptop, smartphones, etc.
#19	Cellebrite annual license renewal	1	$6,200.00	$0.00	$6,200.00	Licensing for Cellebrite to keep up to date and functioning for mobile forensics.
#20	Misc. front line LE equipment/supplies, etc.	Misc	$6,000.00	$0.00	$6,000.00	Miscellaneous front line LE equipment, supplies, materials, training, tools, services, subscriptions, safety equipment, etc.
	BALANCES		$100,000.00		**$100,000.00**	**Code no longer requires all $ to be spent within 2 years, removes requirement to return unspent funds. BOS must approve spending plan/expenditures.

Attachment: SLESF 2021 (6601 : Supplemental Law Enforcement Spending Fund (County FY 21-22))

Attachment: SLESF 2021 (6601 : Supplemental Law Enforcement Spending Fund (County FY 21-22))

Colusa County Sheriff's Office Correctional Services

2020-21 Supplemental Law Enforcement Funds

Jail Spending Plan

County FY 2021-22

	ITEM	#	EST. COST	SPENT	BALANCE	JUSTIFICATION
A	Security Control maintenance and CCTV camera replacement	Miscellaneous	$2,760.00	$0.00	$2,760.00	Replace/Repair older door locks, security controls and cameras and provide any related maintenance.
B	Portable Jail Radios (5)		$3,400.00	$0.00	$3,400.00	Replacement and new portable radios for the jail. As staffing levels improve, new Correctional Officers and contracted staff (Jail Medical and Food Services staff) will need to be equipped with reliable radio communications. Replace worn and defective radios, communications equipment.
C				$0.00	$0.00	
D				$0.00	$0.00	
E					$0.00	
F					$0.00	
G					$0.00	
H					$0.00	
I					$0.00	
J					$0.00	
K					$0.00	
L					$0.00	
M					$0.00	
N					$0.00	
O					$0.00	
P					$0.00	
Q					$0.00	
R					$0.00	
S					$0.00	
T					$0.00	
U					$0.00	
V					$0.00	
W					$0.00	
X					$0.00	
Y					$0.00	
	BALANCES		$6,160.00	$0.00	**$6,160.00**	**Code no longer requires all $ to be spent within 2 years, removes any requirement to return unspent funds. BOS must approve expenditures.

Attachment: FY21-22 SLESF Jail Spend Plan 20-21 CO21-22 (6601 : Supplemental Law Enforcement

	Item(s) Purchased	Cost	# Purchased	Claim Date Purchased		Vendor
A						
	Total	-				
B		-				
	Total	-				
C						
	Total	-				
D		-				
	Total	-				
E		-				
	Total	-				
F		-				
	Total	-				
G						
	Total	-				
H		-				
	Total	-				
I		-				
	Total	-				
J						
	Total	-				
K		-				
	Total	-				
L		-				
	Total	-				
M		-				
	Total	-				

Attachment: FY21-22 SLESF Jail Spend Plan 20-21 CO21-22 (6601 : Supplemental Law Enforcement

N		-				
	Total	-				
O		-				
	Total	-				
P						
	Total	-				
Q		-				
	Total	-				
R						
	Total	-				
S		-				
	Total	-				
T		-				
	Total	-				
U						
	Total	-				
V		-				
		-				
	Total	-				
W		-				
		-				
		-				
	Total	-				
X		-				
		-				
		-				
	Total	-				
Y		-				
		-				
		-				
	Total	-				

Attachment: FY21-22 SLESF Jail Spend Plan 20-21 CO21-22 (6601 : Supplemental Law Enforcement

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Second Modification to Contract C20-025**

Approve Second Modification to Contract C20-025 with **Economic & Planning Systems, Inc.** for the Development Impact Fee Program update and Nexus Study, effective July 1, 2021.

Detailed Description/Background of Request

The term of the contract with Economic & Planning Systems, Inc. to provide the County with a Development Impact Fee Program update and Nexus Study will end on June 30, 2021.

In order to complete the objectives of the scope of services staff is recommending that the term be extended through December 31, 2021. Staff does, however, anticipate that the work will be completed later this summer.

Prior Board Action

On February 4, 2020 the Board approved Contract C20-025 with a term February 4, 2020 through October 31, 2020.

On January 5, 2021 the Board approved the first amendment (Contract C21-007) extending the term through June 30, 2021.

Fiscal Impact/Funding Source

Budgeted (00101-2076-53180) Not to exceed $54,012

Action for the Clerk

Please obtain signatures and send to:
Jamie Gomes, Managing Principal
Economic & Planning Systems, Inc.
2713 Catalina Drive
Rocklin, CA 95765

ATTACHMENTS:

- Second Modification to Contract C20-025 (DOCX)
- C21-007 First Modification to Contract C20-025 (PDF)
- C20-025 Economic & Planning Systems, Inc. (EPS) (PDF)

C___-_____

Second Modification of Contract C20-025 for Development Impact Fee Program Update and Nexus Study Services

This Second Modification of Contract C20-025 for Development Impact Fee Program Update and Nexus Study Services is between County of Colusa (County), a political subdivision of the State of California, and Economic & Planning Systems, Inc. (Contractor), a California corporation.

Background

On February 4, 2020, the parties executed contract C20-025 for Development Impact Fee Program Update and Nexus Study services with a term through October 31, 2020.

On January 5, 2021, the parties executed contract C21-007 for Development Impact Fee Program Update and Nexus Study services ("Contract") which extended the term from October 31, 2020 through June 30, 2021.

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

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 from June 30, 2021 to December 31, 2021.

COUNTY OF COLUSA

_____Date:_____
Gary Evans, Board Chair

ECONOMIC & PLANNING SYSTEMS, INC.

_____Date:_____
Jamie Gomes, Managing Principal

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

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

by _____
Melissa Kitts, Deputy Clerk

Attachment: Second Modification to Contract C20-025 [Revision 1] (6618 : Approve Second Modification to Contract C20-025)

C21-007

First Modification of Contract C20-025 for Development Impact Fee Program Update and Nexus Study Services

This First Modification of Contract C20-025 for Development Impact Fee Program Update and Nexus Study Services is between County of Colusa (County), a political subdivision of the State of California, and Economic & Planning Systems, Inc. (Contractor), a California corporation.

Background

On February 4, 2020, the parties executed contract C20-025 for Development Impact Fee Program Update and Nexus Study services ("Contract").

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

Modification

The parties agree to modify the Contract effective October 31, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term from October 31, 2020 through June 30, 2021.

COUNTY OF COLUSA

Date: 1/5/21

Denise J. Carter, Board Chair

ECONOMIC & PLANNING SYSTEMS, INC.

Date: 1/29/21

Jamie Gomes, Managing Principal

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy Clerk

Attachment: C21-007 First Modification to Contract C20-025 (6618 : Approve Second Modification to Contract C20-025)

C20-025

Development Impact Fee Program Update and Nexus Study Services Contract

This Development Impact Fee Program Update and Nexus Study Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Economic & Planning Systems, 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 a Development Impact Fee Program Update and Nexus Study, as more specifically detailed in Attachment "A."

2. **Term:** The term of this Contract will be February 4, 2020 through October 31, 2020.

3. **Compensation:** County will pay Contractor compensation not to exceed fifty-four thousand twelve dollars ($54,012), as specifically detailed in Attachment "B". Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

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

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

   C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

C20-025

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 applicable 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 claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the indemnifying party.

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

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in amounts no less than what would be required of a comparable, non-tribal entity subject to the laws of the State of California. In addition, Contractor shall require each Sub Contractor 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 Sub Contractor's 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, or non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

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

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

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; and

6) Providing broad-form contractual liability coverage insuring Contractor's indemnity obligations under this contract.

F. **Cancellation:** Coverage required by this section shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice to County.

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

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

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

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

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

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice,

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

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: Greg Plucker
County of Colusa
Community Development Director
220 12th Street
Colusa, CA 95932
(530) 458-0483 phone
(530) 458-0482 fax

If to Contractor: Jamie Gomes
Managing Principal
Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
(916) 649-8010 phone
(916) 649-2070 fax

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontract. 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: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

C20-025

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract and fails to cure within thirty (30) days of receiving written notice of the violation; or

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

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

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

    A. Attachment "A" – Scope of Service
    B. Attachment "B" – Project Budget

COUNTY OF COLUSA

Kent S. Boes, Board Chair
Denise J. Carter, Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ECONOMIC & PLANNING SYSTEMS, INC.

Jamie Gomes, Managing Principal

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By
Patricia Rodriguez, Deputy Clerk

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

ATTACHMENT "A"
SERVICES TO BE PERFORMED C 20 - 025

Proposal

Development Impact Fee Program Update and Nexus Study

The Economics of Land Use

Prepared for:
County of Colusa Community Development Department

Prepared by:
Economic & Planning Systems, Inc. (EPS)

EPS #192130

September 27, 2019

Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
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Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

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D. Proposed Scope of Work

EPS has established the following proposed work program informed by the County's objectives or preferred timeline, as well as the team's experience on other similar projects. The County has identified the tasks that typically should be accomplished to successfully complete this project. EPS looks forward to working with the County to calibrate the proposed work program and associated budget to best suit the County's needs.

Task 1: Background Information Review — Month 1

EPS has received and will review and consider: (a) Ordinance No. 701 and the Arbuckle-College City traffic impact fee study; (b) Ordinance No. 705 and the County-Wide development impacts fee study; (c) the County's General Plan; and (d) any other applicable study supplied by the County. EPS will develop a master list of infrastructure and facilities included in previous impact fee studies, along with key assumptions regarding the calculations of maximum justified impact fees.

EPS will develop a list of development impact fees charged by the Cities of Williams and Colusa and nearby similar-sized counties in California. This comparison will highlight what is included in these fees and, to the extent practicable, make comparisons of similar types of fees. EPS will develop a presentation for the County that will contrast development impact fees by fee category for each jurisdiction identified under this task. This list will be an initial list to inform the kickoff proceedings. After the kickoff meeting, County staff may direct EPS to expand the list of public agencies or provide more focus for identified entities. The initial list of entities will include developing areas that may serve as alternative development areas within the region where impact fees may influence the locations of competing development areas within the region.

EPS may also introduce development impact fees being considered or having recently been adopted by jurisdictions in Northern California for discussion in the development of impact fees to be included in the development impact fee update.

Task 2: Project Kickoff — Month 2

EPS and County staff will participate in a kickoff meeting. The purpose of the kickoff meeting is to review the collected background information and to confirm the project's direction, including fee categories (new or existing), and to discuss the project, deliverables, timetables, and tasks. Before the kickoff meeting, EPS will provide County staff a memorandum presenting findings from **Task 1,** including a list of public agencies and development impact fees approved and collected by each jurisdiction.

During the kickoff meeting, EPS and County staff will establish the initial schedule for periodic meetings/conference calls to report on progress or problems and identify

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potential solutions and courses of action. Two days before these meetings or calls, EPS will provide an agenda of any items to be specifically discussed. Following each meeting/call, EPS will provide a summary of the discussion highlights and actions to be taken by EPS or the County to ensure all are in agreement and understand tasks to be completed to avoid unnecessary delays in the project schedule. EPS will identify the County staff person that will be the primary point of contact for communications between EPS and the County.

EPS will document the discussions and finding of the kickoff meeting and distribute to the County following the kickoff meeting.

Task 3: Data Collection — Months 2-3

EPS will work closely with County staff to collect all data required to fully support the project, including existing and anticipated future development projections, a list of prioritized public improvements, and other relevant information. EPS's review will be based on its professional judgment and experience and, if needed, develop high-level cost estimates for improvements based on comparable projects.

If a more detailed analysis for traffic improvements is required in order to complete this study, EPS will recommend an **optional** task that would bring in a traffic engineering firm to assist with the development of costs for required traffic improvements.

EPS will review planning documents and work with County staff to establish appropriate land use assumptions and growth projections. Land use projections will be important for allocating public facility needs of new development on a pro rata basis relative to demand generated by existing uses.

EPS will work with County planning and other staff to align these land use projections with the fee program land use categories for each respective impact fee program. Drawing on available Census data and other sources, EPS will establish key demographic assumptions for purposes of the fee program calculations, including "dwelling unit equivalents" (DUEs), persons per household (PPH), employment densities, and other key assumptions that may be needed.

Task 4: Fee Calculation and Analysis — Month 4

EPS will develop a fee model and calculate the supportable fees for each fee category, including calculating the administrative fee necessary to fund administration of the development impact fee program. EPS and County staff will maintain an open dialogue throughout the process to ensure methodologies applied to the various fees are appropriate while ensuring the methodologies conform to the requirements of the applicable State of California (State) law(s). This dialogue may result in adjusted or wholly new fee methodologies. The analysis will also consider the existing Countywide Development Impact Fees and the comparison of these impact fees to the comparison impact fees identified in **Task 1** to ensure reasonableness, consistency, and feasibility of the fees and projects proposed to be funded as part of the study.

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EPS will prepare the calculations and a draft fee schedule for the updated development impact fee program. Using the findings from **Tasks 1** and **3**, EPS will perform the following work:

- **Review/Revise DUE Factors.** Development impact fees typically are based on DUEs for various land uses. DUEs convert the demand for public facilities into similar-measurement units for various land uses. These DUEs measure the demand for facilities generated by each land use type. EPS will use DUEs derived in previous tasks to develop cost allocation methodologies.
- **Distribute Public Facility Costs by Land Use.** Based on existing and forecasted development developed in previous tasks, EPS will determine the units served that will benefit from the capital improvements proposed for each fee component. The public facility costs then are allocated to each land use, based on the relative demand for or benefit from each public facility component. As such, a cost-per-unit-served is established.
- **Apply DUE Factors to Determine the Fee.** The DUE factors multiplied by the cost-per-unit-served will establish the development impact fee by land use.
- **Incorporate an Administrative Fee Component.** The County will include an administrative cost component to the fee, which will allow the County to recover administrative costs in administering the fee program.

In this task, EPS will use the findings of previous tasks to prepare tables allocating costs of capital facilities to estimated new development, taking into consideration any existing deficiencies in capital facilities required to serve existing development. To ensure the defensibility of a Nexus Study, EPS will identify any existing deficiencies in capital facilities to ensure only capital facility costs required to serve new development are used to calculate the development impact fee.

Task 5: Prepare Administrative Draft Development Impact Fee Program/Nexus Study — Month 5

EPS will prepare and provide a comprehensive Administrative Draft Nexus Study document to County staff, as well as technical reports for each fee category, including methodology, findings, supporting justification, maximum justified impact fees, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, and calculations that provide the legal nexus between the fee recommendations and new development as required by law. The Administrative Draft will also include strategies and options for policymakers to set fees both at and below maximum justified impact fees and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category. EPS will identify potential alternative funding sources if development impact fee eliminations or implementation of a development impact fee at less than the maximum justified impact fee is considered.

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EPS will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations with technical documentation in appendices. The Administrative Draft and individual technical reports will include an executive summary and conclusion.

EPS will revise the Administrative Draft according to one set of consolidated comments on the Administrative Draft from the County.

Task 6: Prepare Public Review Draft Development Impact Fee Program/Nexus Study — Months 6-7

Based on the above-described nexus analyses, EPS will establish the maximum justified fee level, comprising the fees for each facility category, for each land use. (The actual approved fee may be lower than the maximum justified fee based on considerations described in the subsequent task). This information will be incorporated into the Development Impact Fee Nexus Study prepared by EPS. EPS will summarize the fees by improvement type and land use for the County to review, incorporating all components. The fees will include an administrative component to cover the cost of fee program implementation and oversight.

The nexus methodology will satisfy these AB 1600 requirements:

- Identify the purpose of the fee.
- Identify the use of the fees. If the use is financing public facilities, the facilities must be identified.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
- Determine how there is a reasonable relationship between the need for a public facility and the type of development project on which the fee is being imposed.

Based on **Tasks 1** through **5**, EPS will develop the Public Review Draft and deliver 20 hard copies and 1 electronic copy to the County. The County will advertise the availability of the Public Review Draft for review and comment for a 30-day period.

Upon receiving all Public Review Draft comments, EPS will prepare a written summary of all comments.

Task 7: Present Public Review Draft Development Impact Fee Program/Nexus Study to Board — Month 8

Based on **Tasks 1** through **6**, EPS will present the Public Review Draft to the Board of Supervisors (Board) with the summary of public comments received. The purpose of this meeting is to solicit any final community and stakeholders input and obtain the Board's direction on any submitted comments. EPS will develop handouts for this meeting that summarizes the findings and analysis from the Public Review Draft.

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Upon receiving all public review comments, EPS will prepare a written summary of all additional comments. EPS and the County then will discuss said comments and Board direction.

Task 8: Final Development Impact Fee Program/Nexus Study and Adoption — Month 9

EPS will prepare a Final Draft of the Development Impact Fee Program/Nexus Study and submit 20 hard copies and 1 electronic copy to staff. EPS will present the Final Draft to the Board during the public hearing for ordinance adoption. Following the public hearing, EPS will make any final revisions that may be requested by the Board and deliver 20 hard copies and 1 electronic copy of the adopted Development Impact Fee Program/Nexus Study report to the County.

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ATTACHMENT "B"
COMPENSATION C20-025

E. Proposed Costs

Development Impact Fee Program Update and Nexus Study

The Economics of Land Use

Prepared for:
County of Colusa Community Development Department

Prepared by:
Economic & Planning Systems, Inc. (EPS)

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September 27, 2019

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ATTACHMENT "B"
COMPENSATION

C 20 - 025

E Proposed Costs
Colusa County Development Impact Fee Update and Nexus Study

Task/Description	EPS Staff: Managing Principal Gomes	EPS Staff: Senior Vice President Powell	EPS Staff: Associate Polhemus	EPS Staff: Production Staff	Staff Cost Subtotal	Direct Costs [1]	Grand Total
Estimated EPS Staff Hours							
Task 1· Background Information Review							
	2	4	24	4	$5,770	$0	**$5,770**
Total Task 1· Background Information Review	**2**	**4**	**24**	**4**	**$5,770**	**$0**	**$5,770**
Task 2: Project Kickoff							
	4	4	0	8	$2,680	$200	**$2,880**
Total Task 2· Project Kickoff	**4**	**4**	**0**	**8**	**$2,680**	**$200**	**$2,880**
Task 3: Data Collection							
	2	8	24	0	$6,390	$0	**$6,390**
Total Task 3: Data Collection	**2**	**8**	**24**	**0**	**$6,390**	**$0**	**$6,390**
Task 4: Fee Calculation and Analysis							
	4	10	40	8	$10,690	$100	**$10,790**
Total Task 4· Fee Calculation and Analysis	**4**	**10**	**40**	**8**	**$10,690**	**$100**	**$10,790**
Task 5· Prepare Administrative DIF Program/Nexus Study							
	4	4	30	8	$7,630	$400	**$8,030**
Total Task 5: Prepare Administrative DIF Program/Nexus Study	**4**	**4**	**30**	**8**	**$7,630**	**$400**	**$8,030**
Task 6: Prepare Public Review Draft DIF Program/Nexus Study							
	4	8	30	8	$8,570	$400	**$8,970**
Total Task 6: Prepare Public Review Draft DIF Program/Nexus Study	**4**	**8**	**30**	**8**	**$8,570**	**$400**	**$8,970**
Task 7. Present Public Review Draft DIF Program/Nexus Study to Board							
	6	4	6	8	$4,220	$200	**$4,420**
Total Task 7: Present Public Review Draft DIF Program/Nexus Study t	**6**	**4**	**6**	**8**	**$4,220**	**$200**	**$4,420**
Task 8. Final DIF Program / Nexus Study and Adoption							
	4	6	8	2	$3,990	$200	**$4,190**
Total Task 8: Final DIF Program / Nexus Study and Adoption	**4**	**6**	**8**	**2**	**$3,990**	**$200**	**$4,190**
Total Task Hours	**30**	**48**	**162**	**46**			
Hourly Billing Rates [2]	$275	$235	$165	$80			
Subtotal Project Costs	**$8,250**	**$11,280**	**$26,730**	**$3,680**	**$49,940**	**$1,500**	**$51,440**
Contingency (5%)	$413	$564	$1,337	$184	$2,497	$75	$2,572
Total Project Costs	**$8,663**	**$11,844**	**$28,067**	**$3,864**	**$52,437**	**$1,575**	**$54,012**

"pbud"

[1] Direct costs include costs related to travel, acquiring data, mileage, reproduction, and other non-staff costs
[2] Billing rates shown are applicable during calendar year 2019 and are subject to change annually

Prepared by EPS 9/26/2019

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 650-573-1111 **FAX (A/C, No):** 650-378-4361 **E-MAIL ADDRESS:** ktotten@andreini com
INSURED ECONO-5 Economic & Planning Systems 400 Capitol Mall, 28th Floor Sacramento CA 95814	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Federal Insurance Company 20281 INSURER B : Republic Indemnity Co of Calif 43753 INSURER C : Continental Casualty Company 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 185423095 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. POLICY PRO-JECT LOC X OTHER Per Project/Loc	Y	Y	35929623WCE	4/1/2019	4/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg	$ 1,000,000 $ 1,000,000 $ 10,000 $ see insurer C $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	73558746	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			79871994	4/1/2019	4/1/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	16150816	4/1/2019	4/1/2020	X PER STATUTE OTH-ER E L EACH ACCIDENT E.L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Adv/Personal Injury Retro 1/1/83 Retention - $10,000			425343942	4/1/2019	4/1/2020	Per Claim Annual Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 days notice of cancellation except 10 days for non-payment of premium per policy provisions.

EPS #192130 Colusa County Development Impact Fee Program Update and Nexus Study

County of Colusa, its elected officials, officers, employees, agents and volunteers are additional insured on a primary and non-contributory basis with regard to General and Auto Liability and Waivers of Subrogation apply per attached policy provisions

CERTIFICATE HOLDER

County of Colusa
220 12th Street
Colusa CA 95932

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged

B Owned Autos You Acquire After The Policy Begins

1 If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period

2 But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if

a We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage, and

b You tell us within 30 days after you acquire it that you want us to cover it for that coverage

C Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage

1 "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads

2 "Mobile equipment" while being carried or towed by a covered "auto"

3 Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its

a Breakdown,

b Repair,

c Servicing,

d "Loss", or

e Destruction

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos" However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident"

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense" However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply We may investigate and settle any claim or "suit" as we consider appropriate Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements

1 Who Is An Insured

The following are "insureds"

a. You for any covered "auto"

b Anyone else while using with your permission a covered "auto" you own, hire or borrow except

(1) The owner or anyone else from whom you hire or borrow a covered "auto"

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto"

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability

2. **Coverage Extensions**

a. **Supplementary Payments**

We will pay for the "insured"

(1) All expenses we incur

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. **Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed, we will

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. **Exclusions**

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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4 **Loss Payment – Physical Damage Coverages**

At our option, we may

a Pay for, repair or replace damaged or stolen property,

b Return the stolen property, at our expense We will pay for any damage that results to the "auto" from the theft, or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them

B. General Conditions

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form

2 **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning

a This Coverage Form,

b. The covered "auto",

c. Your interest in the covered "auto", or

d A claim under this Coverage Form

3 **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state

4 **No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form

5 **Other Insurance**

a For any covered "auto" you own, this Coverage Form provides primary insurance For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is

(1) Excess while it is connected to a motor vehicle you do not own, or

(2) Primary while it is connected to a covered "auto" you own

b For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

c Regardless of the provisions of Paragraph a above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract"

d When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis

6 **Premium Audit**

a The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began We will compute the final premium due when we determine your actual exposures The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any The due date for the final premium or retrospective premium is the date shown as the due date on the bill If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund

b If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy

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CHUBB

Liability Insurance

Endorsement

Policy Period	APRIL 1, 2019 TO APRIL 1, 2020
Effective Date	APRIL 1, 2019
Policy Number	3592-96-23 WCE
Insured	ECONOMIC & PLANNING SYSTEMS INC
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	JANUARY 7, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

CHUBB

Liability Endorsement
(continued)

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

Under Conditions, the following provision is added to the condition titled Other Insurance.

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California		

This endorsement provides a blanket waiver of subrogation applicable to all jobs for persons or organizations whom the Named Insured has agreed by written contract to furnish this waiver. The charge for this endorsement shall be 5% of total manual premium, subject to a minimum premium of $250. This charge will be billed on your next invoice based on current manual premium, and the final charge will be calculated and billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of California	
Company Number	27561
Insured	Economic and Planning Systems, Inc.
Policy Number	161508-16
Endorsement Number	6
Endorsement Effective	April 01, 2019
Printed On	March 12, 2019

Countersigned by : _____

© 1983 National Council on Compensation Insurance.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6618 : Approve Second Modification to Contract C20-025)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Purchase of Microsoft Office and Windows 10 Licenses for Various County Departments**

Approve the purchase of 98 Microsoft Office Professional Plus 2019 licenses and 67 Windows 10 Pro Upgrade licenses for various departments to implement the planned county wide information technology upgrade.

Detailed Description/Background of request

The purchase of the requested Microsoft Office Professional Plus 2019 and Windows 10 Pro Upgrade licenses is part of the county wide information technology upgrade for existing computer workstations.

The County's Microsoft Volume Licensing is processed through CDWG. The cost for the licenses is as follows:

98-MS Office Professional Plus 2019 licenses ($401.22/ea.)	$39,319.56
67-MS Windows 10 Pro Upgrade licenses ($134.05/ea.)	$ 8,981.35

The total cost for this county wide information technology license upgrade is $48,300.91.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (Various Department Software Budgets - 53121)

Action for the Clerk

Please email Angela @ Purchasing with BOS decision on purchase request.

ATTACHMENTS:

- CDWG Quote MCZV441 (PDF)
- County Software Upgrade (XLSX)

QUOTE CONFIRMATION

DEAR GREG PANKEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MCZV441	5/17/2021	MS LICENSING	2756962	$48,300.91

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office Professional Plus 2019 - license - 1 PC Mfg. Part#: 79P-05746 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	98	5300199	$401.22	$39,319.56
Windows 10 Pro - upgrade license - 1 device Mfg. Part#: FQC-09551 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	67	3799371	$134.05	$8,981.35

PURCHASER BILLING INFO

Billing Address:
COLUSA COUNTY CENTRAL SERVICES
ACCTS PAYABLE
547 MARKET ST STE 110
COLUSA, CA 95932-2452
Phone: (530) 458-0437
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
COLUSA COUNTY CENTRAL SERVICES
PURCHASING AND PROCUREMENT
547 MARKET ST STE 110
COLUSA, CA 95932-2452
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$48,300.91
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$48,300.91

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Brian Clouser | (866) 339-4119 | briaclo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: CDWG Quote MCZV441 (6626 : Approve Purchase of Microsoft Office and Windows 10 Licenses)

Dept.	MsOffice	Win10
4015	4	
2059	3	
2060	1	4
2340	24	10
5010	17	
1031		3
1051/2070	2	5
2016	4	
2035	3	3
1021	8	
1023	6	5
1012	1	2
1011		7
1040		2
1073		4
1101	1	
2076	2	
4019		
2943	22	20
1109		2
	98	67

Attachment: County Software Upgrade (6626 : Approve Purchase of Microsoft Office and Windows 10 Licenses)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appoint to the Williams Cemetery District**

Appoint Barbara Rolen (Dist. 3) to the Williams Cemetery District to fill an unexpired term effective June 8, 2021 through January 24, 2023. **(Application received: Barbara Rolen)**

Detailed Description/Background of request

On April 27, 2021, the Manager of the Williams Cemetery District notified the Clerk's Office of an unexpected vacancy on the Cemetery Board. A notice of vacancy was published on April 29, 2021 and the Clerk's office received one application from Ms. Barbara Rolen. If appointed, Ms. Rolen would serve the remainder of the unexpired term effective June 8, 2021 through January 24, 2023.

Ms. Rolen meets the requirement set by the Health and Safety Code 9022 requiring Trustees to be a voter within the District.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath to Barbara Rolen, 5364 Walnut Drive, Williams, CA 95987 and send letter to the Williams Cemetery District, Attn: Dawn Nissen, PO Box 843, Williams, CA 95987.

ATTACHMENTS:

- 05-14-21 Application to Fill a Vacancy - Barbara Rolen (PDF)
- 05-29-21 Notice of Vacancy - Legal Ad Proof (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

RECEIVED

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
MAY 14 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Williams Cemetery Committee

NAME OF APPLICANT: Barbara L. Rolen

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: 5364 Walnut Dr

CITY: Williams

PHONE: 530-329-1400

E-MAIL: brolen@frontiernet.net

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

1 ☐ 2 ☐ 3 ☑ 4 ☐ 5 ☐ **Notes:** Kent Boes

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

I have lived in Williams for the past 36 years. I am a retired school Teacher, of 32 years from the Williams Unified School District

Being a retired Teacher, I have had a lot of experience on many Committee's. I now have some free time, with retirement, and would like to be of service to my community. I have seen the progress the Cemetery Committee has made over many years and I feel I could be a helpful addition to the 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: 05-14-21 Application to Fill a Vacancy - Barbara Rolen (6628 : Appoint to the Williams Cemetery District)

LEGAL NOTICE

COUNTY OF COLUSA
NOTICE OF VACANCY

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors is soliciting applications to fill a vacancy to serve an unexpired term effective May 25, 2021 to January 24, 2023 for the following:

1 VACANCY – WILLIAMS CEMETERY DISTRICT

Must be a voter within the District. If you are interested in applying or would like more information about the position please contact:

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

Applications are also available online at
www.countyofcolusa.com

Please submit applications by
Friday, May 14, 2021 by 4:00 p.m.

04/29/2021 - WPR #2021-0539

Pioneer Review

Classified/Legal Ad PROOF

2021-0539 - LPN - County of Colusa - PROOF

CLIENT: COUNTY OF COLUSA	**ORDER #:** 2021-0539
	PROOF DATE: APRIL 27, 2021 1:31 PM

RUN DATE(S):
04/29/2021

READ BEFORE APPROVING:

Review proof to confirm: spelling, and content are correct. All notices must be approved by the customer before we move forward with the order.

It is the customer's responsibility to ensure that the proof is correct in all areas. Please be sure to double check spelling, grammar, and content.

If the proof containing errors is approved, the customer is responsible for all costs, including corrections and reprints.

Revisions, Approval, or Questions, contact:

Lloyd Green
lloyd@colusacountynews.com
Phone: (530) 458-4141 Ext. 100
Text: (530) 270-7781

Attachment: 05-29-21 Notice of Vacancy - Legal Ad Proof (6628 : Appoint to the Williams Cemetery

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **3rd Modification to Megayte Systems, Inc**

Approve 3rd Modification to **Megabyte Systems, Inc.** for maintenance and support of Megabyte Property Tax system, effective, July 1, 2021.

Detailed Description/Background of request

The Assessor's Office is requesting a 3rd modification to the Megabyte agreement for maintenance and support of the Property Tax system. This year Megabyte has extended the 21-22 fiscal year contract at the same rate ($8,485.50/month) due to the COVID pandemic

Prior Board Action

C18-070 Original contract; C19-072 1st Mod; C20-110 2nd Mod

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $101,826 per fiscal year

Action for the Clerk

Do what you do with contracts

ATTACHMENTS:

- 3rd Modification Megabyte Systems (DOCX)
- Attachment B (PDF)
- C20-110 2nd Mod Megabyte Systems, Inc (PDF)
- C19-072 1st Mod. Megabyte Systems Inc (PDF)
- C18-070 Megabyte Systems Inc (PDF)

C___-_____

Third Modification of Contract C18-070 for Megabyte Software Maintenance

This Third Modification of Contract C18-070 for Megabyte Software Maintenance and Support is between County of Colusa (County), a political subdivision of the State of California, and Megabyte Systems, Inc. (Contractor), a California corporation.

Background

On July 1, 2018, the parties executed contract C18-070 for Megabyte Property Tax System (MPTS) maintenance and support ("Contract").

On July 1, 2019, the parties executed a first modification (C19-072) to reflect the updated maintenance/support rates for 2019/20.

On July 1, 2020, the parties executed a second modification (C20-110) increasing the monthly compensation.

The parties now want to modify the Contract to update the maintenance/support rates for FY 2021/2022.

Modification

The parties agree to modify the Contract effective July 1, 2021, as follows:

1. Section 3, Compensation, of the Contract is modified by deleting Attachment "B" and adding a new Attachment "B" attached hereto, reflecting fiscal year 2021/2022 costs per month.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

MEGABYTE SYSTEM, INC.

_____Date:_____
Sharon A. Zachte, President

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

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

by _____
, Deputy

Attachment: 3rd Modification Megabyte Systems (6630 : 3rd Modification Megabyte)

Attachment "B"

FY-2021/2022 MPTS Maintenance Rates 01/25/21

Colusa County:

In response to the financial burden caused by the COVID pandemic and other natural disasters, Megabyte will not be increasing support rates for FY-2021/22.

FY-2021/2022 Rates	
MPTS Property Tax System Maintenance and SQL Database Support	$8,200.27 per month
Public Web – Tax Collector Module	$285.23 per month

2630 Sunset Blvd - Rocklin, Ca 95677 – Tel (916) 435-8872 – Fax (916) 435-9240
www.mptsweb.com

Attachment: Attachment B (6630 : 3rd Modification Megabyte)

C20-110

Second Modification of Contract C18-070 for Megabyte Software Maintenance

This Second Modification of Contract C18-070 for Megabyte Software Maintenance and Support is between County of Colusa (County), a political subdivision of the State of California, and Megabyte Systems, Inc. (Contractor), a California corporation.

Background

On July 1, 2018, the parties executed contract C18-070 for Megabyte Property Tax System (MPTS) maintenance and support ("Contract").

On July 1, 2019, the parties executed a first modification (C19-072) to reflect the updated maintenance/support rates for 2019/20.

The parties now want to modify the Contract to update the maintenance/support rates for fiscal year 2020/21.

Modification

The parties agree to modify the Contract effective July 1, 2020, as follows:

1. Section 3, Compensation, of the Contract is modified to increase the monthly payment from $8,015.90 to $8,200.27 for the 2020/2021 fiscal year. See Attachment "B"

COUNTY OF COLUSA

Date: 6/16/20

Denise J. Carter, Board Chair

MEGABYTE SYSTEM, INC.

Date: 6/4/2020

Sharon A. Zachte, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By

Melissa Kitts, Deputy

Attachment: C20-110 2nd Mod Megabyte Systems, Inc (6630 : 3rd Modification Megabyte)

C20-110

ATTACHMENT "B"

Megabyte SYSTEMS, Inc.

FY-2020/2021 MPTS Maintenance Rates 01/24/20

Colusa County:

The following rates are effective from July 1, 2020 thru June 30, 2021. These rates reflect an increase of 2.3%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2019.

FY-2020/2021 Rates	
MPTS Property Tax System Maintenance and SQL Database Support	$8,200.27 per month

2630 Sunset Blvd - Rocklin, Ca 95677 – Tel (916) 435-8872 – Fax (916) 435-9240
www.mptsweb.com

Attachment: C20-110 2nd Mod Megabyte Systems, Inc (6630 : 3rd Modification Megabyte)

C19 - 072

First Modification of Contract C18-070

This First Modification of Contract C18-070 for Megabyte Software Maintenance and Support is between County of Colusa (County), a political subdivision of the State of California, and Megabyte Systems, Inc., (Contractor), a California corporation.

Background

On July 1, 2018, the parties executed contract C18-070 for Megabyte Property Tax System (MPTS) maintenance and support ("Contract").

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

Modification

The parties agree to modify the Contract effective July 1, 2019 as follows:

1. Section 3 of the Contract is modified to increase the monthly payment from $7,866.44 to $8,015.90 for the 2019-2020 fiscal year. See Attachment "B"

COUNTY OF COLUSA

Date: 5/14/19

Kent S. Boes, Board Chair

MEGABYTE SYSTEM, INC.

Date: 5/21/2019

Sharon A. Zachte, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy Clerk

Attachment: C19-072 1st Mod. Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

C19 - 072

ATTACHMENT "B"

FY-2019/2020 MPTS Maintenance Rates 01/28/19

Colusa County:

The following rates are effective from July 1, 2018 thru June 30, 2019. These rates reflect an increase of 1.9%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2018

FY-2019/2020 Rates	
MPTS Property Tax System Maintenance and SQL Database Support	$8,015.90 per month

2630 Sunset Blvd - Rocklin, Ca 95677 – Tel (916) 435-8872 – Fax (916) 435-9240
www.mptsweb.com

Attachment: C19-072 1st Mod. Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

C18-070

AGREEMENT
MEGABYTE PROPERTY TAX SYSTEM (MPTS)
MAINTENANCE

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2018 and terminating June 30, 2020 by and between the COUNTY OF COLUSA, hereinafter referred to as the "County" and MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, hereinafter referred to as the "Contractor".

1. The County hereby engages the services of the Contractor, and the Contractor agrees to serve County in accordance with the terms and conditions set forth herein.

2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A, attached and by this reference incorporated herein.

3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B, attached and by this reference incorporated herein. Support to County in excess of the terms of this agreement, as deemed necessary by County, will be billable to County at Contractor's standard hourly rate subject to advance written approval of County. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site.

4. Payments. County shall make payments of compensation hereunder monthly on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the invoice. Invoices shall be submitted to:

   Colusa County Assessor

   547 Market Street, Suite 101

   Colusa, California 95932

5. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

6. County's Responsibility to Provide. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

7. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

9. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

10. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the Megabyte Property Tax System (MPTS) software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

11. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.

12. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:

A. Full Workers Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars ($1,000,000) combined single limit per occurrence (claim made).

13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

14. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.

15. Confidentiality. Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this Contract. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such confidential information.

16. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

17. Termination. The County or Contractor may terminate this agreement with 60 days written notices.

18. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677. Notices to the County shall be addressed to Colusa County Assessor, 547 Market Street, Suite 101, Colusa, California 95932. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

COUNTY OF COLUSA, a political subdivision of the State of California

By _____

Gary J. Evans, Chairman

Dated: 5-29-18

CONTRACTOR: Megabyte Systems, Inc

By _____

President

"CONTRACTOR"

Dated: 06.05.18

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
    - Web training classes
    - Training materials will be posted on the Contractor website
    - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
    - Contractor will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
    - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
    - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
    - Assistance with balancing property and tax assessment programs.
    - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Contractor actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at its own expense, access to Contractor via Contractor network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is a result of gross negligence on behalf of County staff regarding care of the server and the environment where the server is located, then this will be a billable item to the County is accordance with the methodology set forth in Exhibit B).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2018 – 6/30/2019*	MPTS Property Tax System Maintenance/Support	$7,866.44

**For FY-2019/20 Maintenance and Support rates will increase on July 1 2019 in accordance with the Pacific Cities and US City Average Consumer Price index – December 31, 2018 release date. County shall be notified prior to April 1, 2019.*

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Support outside of the scope of Exhibit A.

   $125.00 per hour

2. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:

   $150.00 per hour

3. On-site support, with a four-hour minimum, including time in transit.

   $150.00 per hour

4. Travel expenses: At actual cost in accordance with County's current travel expense policy.

CONTRACTOR shall not perform any billable work without the prior consent of COUNTY.

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

Attachment: C18-070 Megabyte Systems Inc (6630 : 3rd Modification Megabyte)

5/29/18
Assessor's Office

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **1st Modification to Sierra Mental Wellness**

Approve 1st Modification to **Sierra Mental Wellness** for after-hours crisis services, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a first modification with Sierra Mental Wellness that currently provides the County with after-hours crisis services in addition to advanced and ongoing training on 5150 procedures, interoperability, IT support and a local crisis supervisor. The only change to this contract would be extending the termination date from June 30, 2021 to June 30, 2022. All other terms and conditions remain the same.

Prior Board Action

C20-177

Fiscal Impact/Funding Source

Budgeted: (00106-4013-53180) $123,706

Action for the Clerk

Please obtain signatures and send to:
Sierra Mental Wellness Group
406 Sunrise Avenue Suite 300
Roseville, CA 95661

ATTACHMENTS:

- First Mod to Contract with Sierra Mental Wellness (DOCX)
- C20-177 Sierra Mental Wellness Group (PDF)

C___-_____

First Modification of C20-177 for After-Hours Crisis Services

This First Modification of After-Hours Crisis Services Contract C20-177 is between Colusa County (County), a political subdivision of the State of California, and Sierra Mental Wellness Group, (Contractor), a California non-profit corporation.

Background

On July 1, 2020, the parties executed Contract C20-177 for after-hours crisis services.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2022.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans , Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

SIERRA MENTAL WELLNESS GROUP

_____Date:_____
Signature

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

by _____
Melissa Kitts, Deputy

Attachment: First Mod to Contract with Sierra Mental Wellness (6631 : 1st Modification Sierra Mental Wellnass)

Sierra Mental Wellness Group After Hours Crisis Services Contract

This contract for after hour crisis services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Sierra Mental Wellness Group ("Contractor"), a California non-profit corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all labor necessary to provide after-hours crisis services in a competent and professional manner, as more specifically described in Attachment "A".

   Contractor shall procure equipment at County's expense to allow IT access and data entry as described in Attachment "B".

2. **Term:** This Contract shall begin on July 1, 2020, and shall continue through June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed one-hundred twenty three-thousand, seven-hundred, and six ($123,706) as detailed in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Monthly, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

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

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

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

D. Contractor shall submit notes for all face to face services that are at the Medi-Cal standard and provide call logs for each telephone contact.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **HIPPA Compliance:** The Parties agree to comply with the HIPAA Business Addendum specific in Attachment "C" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

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

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

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

    C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

    D. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount not less than one million dollars ($1,000,000) per occurrence. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

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

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

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

14. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to County:	Department of Behavioral Health 162 E. Carson Street Colusa, California 95932 (530) 458-0520 Att: Terrence Rooney, Ph.D., Director
If to Contractor:	Sierra Mental Wellness Group 406 Sunrise Avenue Suite 300 Roseville, CA 95661

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

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

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

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or
    B. By either party without cause upon fifteen (15) days written notice of termination.

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

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

    A. Attachment "A" Scope of Services
    B. Attachment "B" Crisis Services Rates
    C. Attachment "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Date: 9/29/20

Denise J. Carter, Board Chair

SIERRA MENTAL WELLNESS GROUP

Date: 10.6.20

Signature

JON KERSCHNER EXECUTIVE DIRECTOR

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

C 20-177

ATTACHMENT A
SCOPE OF SERVICES

A. Purpose

CONTRACTOR and COUNTY, agree to enter into a specific contract for providing after-hours crisis intervention services to the people of Colusa County as well as to persons experiencing a psychiatric emergency within the boundaries of Colusa County. The following is a narrative description of the roles, responsibilities and tasks assigned to CONTRACTOR and to COUNTY with regard to this Agreement.

B. Principles

CONTRACTOR and COUNTY agree to the following principles of psychiatric intervention:

1. Crisis Intervention services shall be available from 5:00 p.m. to 8:00 a.m. Monday through Friday excluding County holiday closures and weekends, then Contractor shall be available 24 hours per day to all persons in Colusa County who are experiencing a psychiatric emergency.

2. Crisis Intervention services shall not be denied to any person based on age, sex, race, color, religion, ancestry, national origin, physical or mental handicap or proof of ability to pay for basic services.

3. Crisis Intervention services shall be provided by qualified personnel mutually agreed upon by both CONTRACTOR and COUNTY.

4. Crisis Intervention services shall be provided in accord with all state, federal and local guidelines such as those regulations set forth in the Welfare and Institutions Code Section 5000 et seq.

5. Crisis Workers shall be specifically trained by both CONTRACTOR and COUNTY in clinical and legal aspects of psychiatric emergencies.

6. "On Call" shall mean that the Crisis Worker is available by phone and is able to respond to designated sites within sixty (60) minutes.

7. "On-Site Response" shall mean that the Crisis Worker travels to the designated site to perform a face-to-face interview with the client.

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

C. Responsibilities

1. CONTRACTOR shall assure that Crisis Workers shall respond to requests for psychiatric emergency evaluation by law enforcement, hospital emergency room personnel and Colusa County Department of Mental Health.

2. Face-to-face evaluations shall be conducted for any person placed on a 5150 completed by law enforcement.

3. CONTRACTOR shall work with COUNTY to develop, coordinate and implement necessary and appropriate procedures related to psychiatric emergencies.

4. CONTRACTOR shall assure that accurate, complete records of services provided are maintained.

5. CONTRACTOR shall assure Crisis Workers are trained and available to act as consultants regarding psychiatric emergencies to law enforcement, emergency room personnel and other social service and community agencies.

6. CONTRACTOR shall insure no conflict of interest for personnel acting on behalf of CONTRACTOR.

7. COUNTY Director of the Department of Behavioral Health or his designee shall monitor contract, write Policy and Procedures, assist CONTRACTOR in developing training schedule for Crisis Workers, develop and maintain training for law enforcement, emergency rooms and community agencies along with CONTRACTOR. COUNTY Director of the Department of Behavioral Health or his designee shall be responsible for resource development and linking crisis services to other County services (inpatient, outpatient, etc.)

8. CONTRACTOR shall assure that Crisis Workers have sufficient training and supervision to carry out all responsibilities. Contractor shall verify that all personnel have attended at least five (5) hours of annual training as it pertains to their position (Suicide Prevention, Advanced Evaluation Training, Mental Health First Aid, Trauma Informed Care, etc.).

9. Mandatory knowledge and skill areas shall include child abuse, elder abuse and dependent adult abuse identification and reporting; confidentiality; Tarasoff; Patients'

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

Rights; involuntary detentions including 5150, 5250 and conservatorships; out-of-county transfers, medical clearance requirements.

10. CONTRACTOR shall participate with COUNTY in developing and maintaining working relationships with law enforcement agencies, hospitals and their emergency departments, social services agencies, community agencies and county division.

11. CONTRACTOR shall participate in Adverse Incident Committee meeting as necessary and appropriate.

12. As the department utilizes an Electronic Health Records System, the Contractor shall be required to use the Electronic Health Records System functionality that is relevant to the scope of work of this contract, as authorized and requested by the County. This may include the following functionality: use of the Billing System, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement.

13. Patient Electronic Health Records - Contractor shall provide County with necessary documentation of each contact using format designated by County. This documentation must be submitted at the end of each shift or within 72 hours. Records of each individual client shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the Department of Behavioral Health, including Event Monitoring Forms, records of client interviews, progress notes and assessments. All documentation shall meet Medi-Cal and Medicare requirements. Client records and notes shall be maintained by the County and incorporated into the Behavioral Health case record as appropriate.

14. All records shall be held in strictest confidence to the extent required by law and Contractor shall implement procedures to protect such confidentiality and train workers in the confidentiality requirements.

15. Local Program Supervisor shall review and approve 5150 placements and will have a Master's degree or PhD in either social work, psychology or a related field and must possess a valid California license as one of the following: Licensed Clinical Social Worker (LCSW); Licensed Marriage and Family Therapist (LMFT); Licensed Professional Clinical Counselor (LPCC); Psychologist, or shall have a license within six (6) months of hire. He/she shall have five (5) years' experience in the provision of community mental health services and two (2) years supervision of behavioral health services, which includes mental health crisis services.

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

ATTACHMENT B

SIERRA MENTAL WELLNESS GROUP
COLUSA COUNTY
CRISIS SERVICES
FY 20/21
(Revised 8/26/20)

	PROPOSED 7/1/20-6/30/21		
CRISIS SERVICES	**Cost /HR**	**HOURS/ UNIT**	**Budget**
ON CALL	$ 5.63	6150	$ 34,625
ON CALL (HOLIDAYS)	$ 8.45	250	$ 2,113
ROLL OUT/FACE TO FACE	$ 63.31	325	$ 20,576
ROLL OUT/FACE TO FACE (HOLIDAYS)	$ 94.96	30	$ 2,849
TELEPHONE CONTACTS	$ 21.10	1250	$ 26,375
TELEPHONE CONTACTS (HOLIDAYS)	$ 31.66	45	$ 1,425
COMPUTER INPUT OF CLIENT DATA	$ 35.18	105	$ 3,694
LOCAL PROGRAM MANAGEMENT REVIEW AND APPROVAL			$ 8,000
ADVANCED TRAINING AND DEVELOPMENTS TO 5150 PROCEDURES	$ 35.18	115	$ 4,045
TOTAL PERSONNEL EXPENSES			$ 103,700
Other Operating Expenses:			
INTEROPERABILITY/IT SUPPORT			$ 3,870
PERSONAL CAR MILEAGE WILL BE BILLED ON AS NEEDED BASIS			$ -
TOTAL OPERATING EXPENSES			$ 3,870
SUBTOTAL PROGRAM EXPENSES			$ 107,570
PROGRAM FACILITATION/ADMINISTRATIVE FEE	15%		$ 16,136
TOTAL EXPENSES			**$ 123,706**

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

ATTACHMENT "C"

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean **Sierra Mental Wellness Group**. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

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

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral Health pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the Behavioral Health and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by Behavioral Health;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

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

Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions

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

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

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

Permissible Requests by Behavioral Health

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

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

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

Miscellaneous

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (6631 : 1st Modification Sierra Mental Wellnass)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Ann Nordyke**

SUBJECT: **First Modification to AP Triton Consulting LLC**

Approve 1st Modification to **AP Triton Consulting, LLC** for ambulance feasibility study, effective April 30, 2021.

Detailed Description/Background of request

AP Triton performed an EMS system valuation for the County several months ago to determine the amount of funding available within the system to support ambulance services. As a second part of their proposal, a feasibility study was to be performed. This study will bring together EMS stakeholders to discuss what they believe would be the best level of services to be provided to the communities. Once a model is determined, then AP Triton will assess the costs of that model and then identify options for addressing any shortfall. The full report will then be brought to the Board for consideration.

AP Triton has completed all stakeholder meetings and is preparing the final report. My last conversation with Mr. Clough was that I would have the report the first week of June.
The purpose of this amendment is to allow the completion of the report, and its presentation to the Board.

Prior Board Action

The Board received the system valuation presentation by AP Triton on August 4, 2020 and held a subsequent discussion regarding next steps on September 1, 2020.C20-215

Fiscal Impact/Funding Source

The cost of the feasibility study is $63,500 and is budgeted in the Board's budget for Professional Services

Action for the Clerk

AP Triton Attn: Valerie Erwin, 1851 Heritage Lane, Suite 138, Sacramento, CA 95815

ATTACHMENTS:

- C20-215 AP Triton (PDF)
- 1st Modification AP Triton (DOCX)

C 20-215

Ambulance Feasibility Study

This Ambulance Feasibility Study contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and AP Triton Consulting, LLC, a California Limited Liability Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with an ambulance feasibility study, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on December 1, 2020, and shall continue until April 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $63,500. There is a flat fee of $62,000 for the Feasibility Study to be paid in three installments: $30,000 upon full execution of the agreement; $16,000 upon delivery of a draft report to the County Administrative Officer; and $16,000 upon delivery of final report to the County Administrative Officer for presentation to the Board of Supervisors. Travel expenses shall be pre-approved by the County of Colusa and will be in addition to the flat fee and invoiced separately at actual costs. Mileage will be billed at the current IRS reimbursement rate in effect at the time of travel. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall provide an invoice for each of the three installments. All travel expenses shall be invoiced separately by the Contractor within 30 days of travel. 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 within thirty days.

   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

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

C20-215

supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

C20-215

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 thirty (30) days prior to such change.

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

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

   D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

of any and all work performed by or on behalf of the Contractor under this Contract;

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

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

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

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

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

If to County:	Office of the County Administrator ATTN: Wendy G. Tyler, CAO 547 Market Street, Suite 102 Colusa, CA 95932
If to Contractor:	AP Triton ATTN: Kurt Henke, CEO/Managing Partner 1851 Heritage Lane, Suite 138 Sacramento, CA 95815

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

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the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

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

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

    A. Attachment "A" Scope of Work

COUNTY OF COLUSA

Date: 11/24/20

Denise J. Carter, Board Chair

CONTRACTOR

Date: 12.11.2020

Kurt Henke, CEO/Managing Partner

Kurt P Henke, Principal/Managing Partner

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

C 20-215

ATTACHMENT A

AMBULANCE FEASIBILITY STUDY
SCOPE OF WORK

1. Conduct 4 stakeholder meetings, by phone or in person, with the Fire/EMS agencies throughout Colusa County, as well as Fire/EMS agencies that regularly respond to Colusa County incidents from outside the county (such as North Shore Fire).

    a. Two meetings will be to review the value of the system (as determined in the System Valuation Study completed by AP Triton in 2020) and, working with the County of Colusa and other interested parties, discuss how the current system is operating and what the various Fire/EMS agencies feel would be the best level of ambulance services (ALS/BLS) to provide to their communities.

    b. Two subsequent meetings will be held to consider deployment options that would provide the best available services with the dollars available in the system with the goal being to gain consensus among the Fire/EMS agencies in regards to a deployment model that can work for the entire County.

2. Once a deployment model is chosen by the various Fire/EMS agencies, AP Triton will then determine what, if any, revenue shortfall there is and identify options for addressing the shortfall and establishing a sustainable system.

3. When the final economics relating to sustainability are determined, and a solid plan for moving forward is agreed upon, AP Triton will provide up to three presentations for the County of Colusa and stakeholders.

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

Attachment: C20-215 AP Triton (6639 : 1st Modification AP Triton Consulting)

C___-_____

First Modification of Contract C20-215 for Ambulance Feasibility Study

This First Modification of Contract C20-215 for ambulance Feasibility study is between County of Colusa (County), a political subdivision of the State of California, and AP Triton Consulting, LLC (Contractor), a California limited liability company.

Background

On November 24, 2020, the parties executed contract C20-215 for ambulance feasibility study ("Contract").

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

Modification

The parties agree to modify the Contract effective April 30, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the contract to August 30, 2021.

COUNTY OF COLUSA

_____Date:_____
Wendy G. Tyler, County Administrative Officer

AP TRITON, LLC

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Jennifer K. Sutton, Sr. Deputy County Counsel

Attachment: 1st Modification AP Triton [Revision 1] (6639 : 1st Modification AP Triton Consulting)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve contract with North Valley Behavioral Health, LLC**

Approve contract with **North Valley Behavioral Health LLC,** for inpatient psychiatric services, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a new contract with North Valley Behavioral Health to provide County with inpatient psychiatric services at this facility as well as their associated facility, Stabler Lane Behavioral Health.

North Valley Behavioral Health operates a multidisciplinary inpatient Psychiatric Health Facility in Yuba City, California. The program offered is patient-centered with a "Patient's First" philosophical base and guided by a multidisciplinary team that provides individualized pharmacological, therapeutic, and rehabilitative interventions in a safe and secure environment. Program services are provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services are available in a 24-hour care, non-hospital setting to referred adults who: 1) require intervention for psychiatric crisis/episode or other acute mental health problem, and 2) have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program is prompt intervention, assessment and stabilization of the individual's psychiatric crisis/episode. The program admits voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party and the referring agency. Admission to the program provides the individual with care designed to help stabilize and maintain their mental health condition, and improve their functioning ability. This is provided through continuous diagnostic assessments of their mental health status, pharmacological intervention, individual and group therapy to provide education/training in crisis intervention, and transitional discharge planning.

The North Valley Behavioral Health's program accepts adult patients referred from County Mental Health Agencies who meet the admission criteria established by the program.

North Valley Behavioral Health, LLC proposes to operate a multidisciplinary inpatient psychiatric health care facility which will be named “Stabler Lane Behavioral Health, Psychiatric Health Facility.” The program offered will be patient-centered with a “Patients First” philosophical base and guided by a multidisciplinary team that provides individualized pharmacological, therapeutic, and rehabilitative interventions in a safe and secure environment. Program services will be provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services will be available in a 24-hour care, non-hospital setting to referred adult who (1) require intervention for a psychiatric crisis/episode or other acute mental health problem(s), and (2) have/might have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program will be prompt intervention, assessment, and stabilization of the individual’s psychiatric crisis/episode. The program will admit voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party, when appropriate, and the referring agency. Admission to the program will provide the individual with care designed to help stabilize and maintain his or her mental health condition and improve his or her functioning ability. This will provide, through continuous diagnostic assessments of their mental health status, pharmacological intervention and transitional discharge planning.

The program will accept only adult patients referred from the County’s Mental Health Agency who meet the admission criteria established by the program.

The contract will be from July 1, 2021 through June 30, 2022. Their daily rates for both facilities are: July 1, 2021 through to December 31, 2021 ($920 per day). January 1, 2022 through June 30, 2022 ($950 per day).

Prior Board Action
New contract

Fiscal Impact/Funding Source
Budgeted (00106-4013-55270) Support and Care of Persons; the fiscal impact shall not exceed $100,000 per fiscal year.

Action for the Clerk
Please obtain signatures and send to:
North Valley Behavioral Health
Attention: Administrator
1535 Plumas Court, Suite A
Yuba City, CA 95991

ATTACHMENTS:

- Contract with North Valley Behavioral Health (DOCX)

C____-_____

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

Inpatient Psychiatric Health Facility Contract

This Inpatient Psychiatric Health Facility contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and North Valley Behavioral Health, 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 inpatient psychiatric services, as more specifically detailed in Attachment "A" and Attachment "B".

2. **Term:** This Contract shall begin on July 1, 2021 and shall terminate June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $100,000, as provided for in Attachment "C" 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)** Invoice to itemize patient stays, dates of stay and total number of days per facility.
   - **5)** Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

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

perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of ten (10) 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 ten (10) 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. **HIPAA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "D" attached hereto and incorporated herein

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

by reference, which is added to this agreement to comply with the privacy requirement of the Health Insurance Portability and Accountability Act (HIPAA).

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.

    D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

    F. **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

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of any and all work performed by or on behalf of the Contractor under this Contract;

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

G. 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.

H. 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.

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

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 County:	Colusa County Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attention: Director
If to Contractor:	North Valley Behavioral Health 1535 Plumas Court, Suite A Yuba City, CA 95991 Attention: Administrator

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

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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.

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" North Valley Behavioral Health – Program Description
    B. Attachment "B" Stabler Lane Behavioral Health – Program Description
    C. Attachment "C" Daily Rate
    D. Attachment "D" HIPAA Business Associate Addendum

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

NORTH VALLEY BEHAVIORAL HEALTH, LLC

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
, Deputy

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C____-_____

Attachment A

North Valley Behavioral Health

1535 Plumas Ct., Ste. A, Yuba City, CA 95991
Phone (530) 790-2520 • Fax (530) 790-2528 • Lic. # 02016037

PROGRAM DESCRIPTION

BACKGROUND AND DESCRIPTION:

In response to the increasing demand by mental health consumers and their advocates for client-centered, accessible, comprehensive, quality and affordable inpatient psychiatric services in Northern California, North Valley Behavioral Health was opened to provide a new program in Yuba City, California to meet those needs. The 16-bed facility is a non-hospital acute care program that is licensed by the California Department of Mental Health under the California Code of Regulations, Title 22, Division 5. The program provides inpatient psychiatric emergency services to referred adults who require inpatient interventions to treat a psychiatric crisis or other acute mental health problems.

OVERVIEW:

North Valley Behavioral Health operates a multidisciplinary inpatient Psychiatric Health Facility in Yuba City, California. The program offered is patient-centered with a "Patient's First" philosophical base and guided by a multidisciplinary team that provides individualized pharmacological, therapeutic, and rehabilitative interventions in a safe and secure environment. Program services are provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services are available in a 24-hour care, non-hospital setting to referred adults who: 1) require intervention for psychiatric crisis/episode or other acute mental health problem, and 2) have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program is prompt intervention, assessment and stabilization of the individual's psychiatric crisis/episode. The program admits voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party and the referring agency. Admission to the program provides the individual with care designed to help stabilize and maintain their mental health condition, and improve their functioning ability. This is provided through continuous diagnostic assessments of their mental health status, pharmacological intervention, individual and group therapy to provide education/training in crisis intervention, and transitional discharge planning.

The North Valley Behavioral Health's program accepts adult patients referred from County Mental Health Agencies who meet the admission criteria established by the program. All care provided by the facility is pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

Program Goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.

2. To encourage and facilitate involvement of patients and their appropriate support persons in treatment programs to promote self-care and improve patient functioning abilities.

3. To provide effective continuity of care spanning the entire treatment process from preadmission to post-discharge.

Program Objectives:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.

2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.

3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.

4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.

5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

DISCHARGE CRITERIA:

1. They no longer meet medical or service necessity criteria and/or they have successfully completed a treatment plan.

2. They no longer meet criteria for an involuntary hold.

3. They are determined to need a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

North Valley Behavioral Health has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care and other referral needs.

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

Average Length of Stay:

North Valley Behavioral Health will accept both voluntary and involuntary patients who meet the admission criteria for the program. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

Many of the referrals are admitted on an involuntary hold (5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility is between 7 to 10 days. Stays of less than seven (7) days or longer than ten (10) days are dependent on assessment of the patients' needs. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

Program Services:

The program at North Valley Behavioral Health offers:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problem.

2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.

3. Coordinated care and referrals to other services.

These program services are offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, individual and group therapy. These structured services are offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Individual assessment of admitting condition.
2. Multidisciplinary evaluation and treatment planning.
3. Crisis Intervention
4. Medication Evaluation and Management
5. Health monitoring and treatment interventions as indicated
6. Individual and Group Therapy
7. Creation of Therapeutic Milieu
8. Rehabilitation Services
9. Therapeutic Activities
10. Social Work/Case Management
11. Discharge Planning/Aftercare Services.

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

Organizational Plan:

As a licensed Psychiatric Facility (PHF), North Valley Behavioral Health utilizes a professional staff model to organize its medical and other professional staff. Members of the professional staff provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director supervises the overall quality of care and coordinates the professional staff's involvement in the program.

A qualified Administrator supervises the staff and manages the operation of the PHF. Other administrative/support staff includes medical record professionals, clerical staff, housekeepers, food service personnel, and maintenance/grounds staff.
The Administrator will be assisted by a Director of Patient Care to direct the nursing functions and supervise R.N.'s, LPT's, and Mental Health Workers providing coverage at the facility. These direct care staff have a minimum ratio of one staff member per four patients. Additional staff is provided as the acuity of the patients require.

Social Workers provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational or Occupational Therapy staff provides structured activities and rehabilitation services as needed. On-going staff training is scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation is utilized, when necessary to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff including primary care and specialty physicians, dentists, podiatrists, and other mental health professionals.

Facility:

This smoke free facility is a newly constructed 16-bed unit with ample, comfortable indoor and outside program space. The site is located in the community of Yuba City in Sutter County, California at 1541 Plumas Court. It is situated in close proximity to auxiliary and medical services and is readily accessible off of Highways 20 and 99. The space is approximately 6000 square feet and offers a comfortable, safe and secure environment for the patients. The facility is of modern design and houses eight semiprivate bedrooms with showers, a dining/lounging area, laundry facilities and programming space. It also includes administrative, staffing, and medical office spaces. Connected to the facility is a secure outdoor patio for activities and relaxation.

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Attachment B

Stabler Lane Behavioral Health LLC

1253 Stabler Lane, Yuba City, CA 95993

PROGRAM DESCRIPTION

Overview

North Valley Behavioral Health, LLC proposes to operate a multidisciplinary inpatient psychiatric health care facility which will be named “Stabler Lane Behavioral Health, Psychiatric Health Facility.” The program offered will be patient-centered with a “Patients First” philosophical base and guided by a multidisciplinary team that provides individualized pharmacological, therapeutic, and rehabilitative interventions in a safe and secure environment. Program services will be provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services will be available in a 24-hour care, non-hospital setting to referred adult who (1) require intervention for a psychiatric crisis/episode or other acute mental health problem(s), and (2) have/might have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program will be prompt intervention, assessment, and stabilization of the individual’s psychiatric crisis/episode. The program will admit voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party, when appropriate, and the referring agency. Admission to the program will provide the individual with care designed to help stabilize and maintain his or her mental health condition and improve his or her functioning ability. This will provide, through continuous diagnostic assessments of their mental health status, pharmacological intervention and transitional discharge planning.

The program will accept only adult patients referred from the County’s Mental Health Agency who meet the admission criteria established by the program. All care provided by the facility will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

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Program Goals

It is the commitment of Stabler Lane Behavioral Health PHF to meet the following goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.

2. To encourage and facilitate involvement of patients and their appropriate support person(s) in treatment programs to promote self-care and improve a patient's ability to function on his or her own in order to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential.

3. To provide effective multi-faceted continuity of care spanning the entire treatment from pre-admission to post-discharge.

Program Objectives

The specific objectives necessary to meet the above goals consist of the following:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.

2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.

3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.

4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.

5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

Admission Criteria and Process

In Sutter-Yuba County, as in many counties in California, a person presenting as a danger to self, danger to others, or is so impaired as to be unable to provide for their food, clothing and shelter by reason of what appears to be a mental disorder, is brought to the local emergency department (ED) by law enforcement, concerned family member, a licensed professional, or self presents for help. It is in this venue that the vast majority of 5150 psychiatric evaluations occur.

By reason of the Welfare and Institutions Code (WIC) 5150, law enforcement is permitted to detain and transport a mentally disordered person against their will for purposes of obtaining a psychiatric evaluation by completing the form 5150. At this point, the form is only an application and permits detainment and transportation of the person, but does not permit an automatic admission of the person to a psychiatric facility without first receiving a thorough psychiatric assessment by a professional person in charge of a facility, designated by the county for

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evaluation and treatment, such as designated mobile crisis teams, or county contracted crisis workers stationed in the local EDs for such a purpose.

When a patient arrives at the ED, either by law enforcement or other means, he or she is immediately assessed by the ED MD for physical concerns and then referred to the licensed mental health professional (LMHP) for a psychiatric consult. In keeping with WIC 5151, the designated LMHP on duty meets with the patient face to face, prior to admitting a person on an involuntary commitment, by conducting a thorough mental status examination, obtaining the circumstances of admission and relevant historical data. Oftentimes, the LMHP obtains collateral from family members who may be present in the ED, or speaks with the law enforcement officer who brought the patient to the ED. There may be clinical data available to the LMHP if the patient is being seen by a county provider for mental health services. Once all relevant information is obtained and the face to face interview and assessment with the patient has been conducted, the LMHP determines if the patient meets the legal criteria to enforce the 5150 written by law enforcement. If the patient is assessed not to meet 5150 criteria, the LMHP makes appropriate referrals for aftercare, ensuring there is a plan for safety. The ED MD is advised by the LMHP of such psychiatric determination and, if the ED MD concurs, the patient is discharged from the ED. If the patient meets 5150 criteria, but came to the ED alone or with family, the LMHP is authorized (designated) to write the 5150 for the patient based on their face to face assessment in the ED and recommends admission to a psychiatric inpatient facility.

Once it is determined by the county's contracted and designated LMHP that inpatient psychiatric care is required for the patient, the LMHP contacts the PHF's Access Director, a licensed psychiatric technician, who contacts the on-call psychiatrist directly. (In many other counties, the LMHP may call various psychiatric facilities directly looking for a bed). After speaking with the referring LMHP, the Access Director conducts a nurse to nurse phone call regarding the patient, then contacts and provides the psychiatrist on-call with a copy of the referral packet for their review, including all relevant details of the patient's presenting problem and circumstances of admission to the ED, as well as historical patient data and any medical concerns that may be present. Results of ED tests, including labs, and other materials requested by the on-call psychiatrist are provided to the MD for evaluation, who, based on the overall presentation, agrees to admit (or not) the patient from the ED to the PHF for observation, evaluation and treatment. The on-call psychiatrist then provides standing and individualized admission orders to the Access Director for the forthcoming patient from the ED.

The patient is transported via ambulance to the PHF where upon arrival, the patient is processed on to the unit and oriented to the unit by the charge nurse on duty utilizing approved admission procedures as defined and set forth in the SLBH PHF's Nursing Manual. Patients often arrive late at night, in an effort to minimize EDs impacted with patient’s waiting for placement, and are eager to go to bed. After a thorough admission process has occurred, the patient is assigned a room and seen for evaluation by the psychiatrist in the morning (always within 24 hours) to determine/confirm diagnosis, medication and treatment plan.

Once admitted to a psychiatric inpatient unit only the psychiatrist or psychologist can break the hold before the completion of the 72-hour timeframe. It is the exception that an Initial 5150 evaluation occurs at the PHF. Except in an emergency, as stated above, all are referred to the local Emergency Departments for medical clearance and assessment by an LMHP.

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Average Length of Stay

Voluntary and involuntary patients will be accepted for treatment at the PHF who meet admission criteria for the program, which include (1) a primary diagnosis of a major mental illness, (2) the absence of a primary diagnosis, such as an eating disorder, chemical dependency, chemical intoxication, or chemical withdrawal, (3) the presence, if any, of a medical condition that may require interventions for which the PHF can appropriately provide, as would be on an out-patient basis. Once arriving at the facility, the nursing staff will conduct a nurse screening to make sure the patient's condition hasn't changed during transport and also to chart on the patient's physical presentation. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

Many of the referrals are admitted on an involuntary hold (WIC 5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility will be between 7 to 9 days. Stays of less than seven (7) or longer than nine (9) are dependent on assessment of the patient's needs. Occasionally, a patient under an LPS conservatorship may experience a longer length of stay while an appropriate placement is found. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party, if appropriate, and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

Program Services

The program will offer:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problems.

2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.

3. Coordinated care and referrals to other services.

These program services will be offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, as well as individual and group therapy. These structured services will be offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Psychiatric assessment and evaluation of admitting condition
2. Crisis intervention
3. Medication evaluation, management and education
4. Health monitoring and treatment interventions as indicated
5. On-going multi-disciplinary evaluation and treatment planning
6. Individual and group therapy
7. Social work/Case management
8. Therapeutic activities
9. Utilization of therapeutic milieu

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10. Rehabilitation services (including but not limited to anger management, coping skills, recreation therapy, relaxation therapy, depression awareness)
11. Discharge planning/aftercare services

Discharge Criteria

The interdisciplinary team members will utilize the following discharge criteria:

1. The patient no longer meets medical or service necessity criteria and/or he or she has successfully completed his or her goals in the treatment plan.

2. The patient no longer meets criteria for an involuntary hold following continuous assessment.

3. The patient is determined to need a higher level of medical or psychiatric care. Conversely, the patient is expected to transition to a lower level of care (e.g., board and care, supervised living, etc.)

Stabler Lane Behavioral Health will establish relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

Organization Plan

Stabler Lane Behavioral Health will utilize a professional staff model to organize its medical and other professional staff. Members of the professional staff will provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff will meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director will supervise the overall quality of care and coordinate the professional staff's involvement in the program.

A qualified Administrator will provide overall supervision of the staff and manage the operation of the PHF. Other administrative/support staff including medical record professionals, clerical staff, housekeepers, food service personnel, maintenance/grounds staff, and transportation personnel will be either hired or contracted. The Administrator will be assisted by a Director of Patients Care Services to direct the nursing functions and supervise R.N.s, LPTs/LVNs, and Mental Health Workers providing coverage at the facility. The facility will be staffed with a patient ratio that, at minimum, will comply with the DHCS's PHF licensing regulations. Additional staff will be provided, as the acuity of the patients require.

Social Workers will provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational Therapy staff will provide structured activities and rehabilitation services as needed. New hires will be oriented and trained within 60 days of employment and on-going staff training will be scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation(s) will be utilized, when necessary, to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff, including primary care and specialty physicians, dentist, podiatrists, and other mental health professionals.

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The emphasis of the overall care that will be provided at SLBH will be focused on the health and safety of the patients we will be privileged to serve while maintaining our “Patients First” philosophical base guided by a multidisciplinary team providing individualized therapeutic, pharmacological, and rehabilitative interventions.

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C____-_____

Attachment C

North Valley Behavioral Health ★ Cirby Hills Behavioral Health ★ Stabler Lane Behavioral Health
Pine Tree Gardens East ★ Pine Tree Gardens West

To: Mental Health Directors
Contract Managers

Date: April 20, 2021

From: Arne Hyson, CEO

Re: Daily Rate – FY 2020-2022

As North Valley Behavioral Health enters its sixteenth year of service, we have been fortunate and thankful to have provided acute inpatient psychiatric services to many of the northern California counties. As many of you know, this past fall we opened Stabler Lane Behavioral Health in response to your requests for us to provide another Medi-Cal certified facility. It was intended that this facility be operational in the beginning of August, but with the COVID situation forcing unforeseen delays, it did not open until October 1st. Since the facility opened it has been busy meeting the needs of the counties it serves and providing the level of care you have all come to expect with our organization. For those counties who had opted to contract with both of our facilities in Yuba City, we hope the system where you can call one phone number and get access to available beds at either facility has helped make your referral process smoother and more efficient.

We have always worked hard to hold the line against increasing our daily rates, while at the same time not compromising the level of quality care. With this upcoming 2021-22 fiscal year, we are expecting some of our usual insurance premiums and regular operational costs to go up, but the big hit to our budget will be the minimum wage increase that goes into effect on January 1. With this in mind, we are setting this year's daily rate to absorb these increasing costs and respond to this final phase of the minimum wage law.

Our daily rate from July 1, 2021 through to December 31, 2021 will remain unchanged from what it is currently ($920 per day). But unfortunately, effective January 1, 2022 the daily rate will increase to $950.

While we are not happy about having to adjust our rate, we are confident that the increase will allow us to meet our operational obligations while maintaining our service commitments to the counties and the patients they entrust in our care. It continues to be our focus to provide the service that you have come to expect from us over the years and we pledge to uphold that standard.

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Attachment D

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 North Valley Behavioral Health, 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 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

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the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

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

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

has been breached.

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

Attachment: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

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: Contract with North Valley Behavioral Health [Revision 2] (6640 : Approve contract with North Valley Behavioral Health, LLC)

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE:	**June 8, 2021**
DEPARTMENT:	**Ag Commissioner**
FROM:	**Dawn Brown**
SUBJECT:	**Amendment to Noxious Weed Program Agreement with CDFA**

Approve amendment #1 to Noxious Weed Program Agreement #20-0968-000-SA with **California Department of Food and Agriculture**, effective January 15, 2021.

Detailed Description/Background of request

This amendment changes the original agreement #20-0968-000-SA as follows.

Par. 2 - Amends the expiration date from 6/30/22 to 6/30/23.

Par. 3 - Amends the amount from $32,000.00 for a new total not to exceed $64,000.00. A revised budget reflecting the changes replaces the original budget and is effective January 15, 2021.

There is a revised Reporting/Invoicing Schedule which replaces the original schedule and is incorporated into the Agreement effective January 15, 2021.

Exhibit B of the Cooperative Agreement, Terms and Conditions are amended by removing clause #9 "Property Damage" effective January 15, 2021.

The time extension and fund increase is required because new funding became available to assist the counties on their projects allowing them additional time to continue control efforts and follow-up monitoring.

Prior Board Action

Approval of Noxious Weed Program Agreement #20-0968-000-SA on February 16, 2021.

Fiscal Impact/Funding Source

The County could receive an additional $32,000.00 in Fiscal years 21/22 and 22/23 for services performed in the Noxious Weed Program.

Action for the Clerk

Have one copy of the signature page signed and mailed to;

Carrie James

Associate Governmental Program Analyst
California Department of Food and Agriculture
Office of Grants Administration
1220 N Street, Room 120
Sacramento, CA 95814

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

ATTACHMENTS:

- 21 22 23 Noxious Weed Program Amendment (PDF)
- 21 22 Noxious Weed Program (PDF)

State of California, Department of Food and Agriculture
AGREEMENT GAU-03 (Rev.3/2018)

AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER **20-0968-000-SA**
AMENDMENT NUMBER **1**

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

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

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The term of this Agreement is: January 15, 2021 through June 30, 2023

3. The maximum amount of this Agreement is: $64,000.00

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

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2022 to a new expiration date of June 30, 2023.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by $32,000.00 for a new total not to exceed $64,000.00. A revised Budget for the increased amount is attached (1 Page), which replaces the Budget in the original Agreement, and is hereby incorporated into the Agreement effective January 15, 2021.

A revised Reporting/Invoicing Schedule is attached (1 Page), which replaces the original schedule, and is hereby incorporated into the Agreement effective January 15, 2021.

Sections of the Cooperative Agreement, Exhibit B, Terms and Conditions are hereby amended by removing clause #9 "Property Damage" effective January 15, 2021.

Removing:
~~**9. Property Damage**~~
~~Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.~~

The time extension and increase in funds is required because new funding became available to assist the counties on their projects allowing them additional time to continue control efforts and follow-up on monitoring.

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 21 22 23 Noxious Weed Program Amendment (6608 : Amendment to Noxious Weed Program agreement)

I. **Revised Reporting/Invoicing Schedule**

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Important dates:

First Progress Report	September 1, 2021
Second Progress Report	September 1, 2022
Final Date to Expend March 31, 2023 funding portion identified on budget	March 31, 2023
Final Invoice for March 31, 2023 funding portion identified on budget	April 30, 2023
Final Date to Complete Field Work and expend remaining funds per budget	June 30, 2023
Final Report	July 31, 2023
Final Invoice Due	August 15, 2023

Final project reports are required 30 days after project completion, no later than July 31, 2023. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Attachment: 21 22 23 Noxious Weed Program Amendment (6608 : Amendment to Noxious Weed Program agreement)

Noxious Weed Grant Program Budget

County of Colusa

January 15, 2021 - June 30, 2023

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Assistant Agricultural Commissioner	$1,688.16	$0.00
Agricultural Biologist III	$16,054.40	$0.00
Agricultural Biologist II	$9,572.00	$0.00
Agricultural Biologist I	$6,034.00	$0.00
Account Clerk III	$1,254.30	$0.00
Subtotal Personnel Exp.	$34,602.86	$0.00
Operating Expenses		
Supplies: (must be itemized)		
Batteries	$20.00	$0.00
Field Flagging Ribbon	$20.00	$0.00
PPE	$100.00	$0.00
Office Supplies	$50.00	$0.00
Handheld GPS unit	$600.00	$0.00
Equipment: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Herbicides: (must be itemized)		
Imazapyr (Ex: Habitat) Amount: 10 Gallons Cost: 300.00/Gallons	$6,000.00	$0.00
Glyphosate (Ex: AquaMaster) Amount: 12.5 Gallons Cost: 20.40/Gallons	$510.00	$0.00
Triclopyr (Ex: Garlon 4) Amount: 15 Gallons Cost: 84.68/Gallons	$2,540.40	$0.00
Clopyralid (Ex: Transline) Amount: 10 Gallons Cost: 227.06/Gallons	$3,405.90	$0.00
Triisopropanplammonium (Ex: Milestone) Amount: 5 Gallons Cost: 160.00/Gallons	$1,600.00	$0.00
Adjuvent	$584.24	$0.00
Other		
	$0.00	$0.00
Mileage for Weed Control $0.575 x 3000 miles	$3,450.00	$0.00
Subtotal Operation Exp.	$18,880.54	$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $32,000 CDFA Funding award total has max of $3,200 for all combined)		
Meetings	$0.00	$0.00
Travel	$0.00	$0.00
Administration	$1,000.00	$0.00
Coordination	$1,000.00	$0.00
Mileage for Meetings, Training, Coordination $0.575 x (Miles)	$0.00	$0.00
Subtotal	$55,483.40	$0.00
Indirect* (Max 25% of Personnel Costs)	$8,516.60	$0.00
Total	$64,000.00	$0.00
Amount must be fully expended by March 31, 2023 or sooner	**$32,000.00**	
Amount must be expended by June 30, 2023 or sooner	**$32,000.00**	
Grant Total CDFA Funding	**$64,000.00**	
Grant Total Cost Share	**$0.00**	

* If claiming less than 25% max Indirect Cost Rate please check this box: [X]

Attachment: 21 22 23 Noxious Weed Program Amendment (6608 : Amendment to Noxious Weed Program agreement)

C21-001

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.11/2020)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
20-0968-000-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: January 15, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: $32,000.00

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	1 Page
Exhibit B: General Terms and Conditions	4 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
Attachments: Scope of Work and Budget	

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

RECIPIENT

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

BY *(Authorized Signature)*
Gary J. Evans

DATE SIGNED *(Do not type)*
2/16/21

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

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

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*
Mónica Aguirre for

DATE SIGNED *(Do not type)*
2/26/21

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.11/2020)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
20-0968-000-SA

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RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

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 *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

   Project Title: 2021 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	David Kratville	Name:	M. Anastacia Allen
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF COLUSA
Address:	2800 Gateway Oaks Drive	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-201-2588	Phone:	530-458-0580
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	mallen@countyofcolusa.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jennifer Gordon	Name:	M. Anastacia Allen
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	County of Colusa
Address:	2800 Gateway Oaks Drive	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Colusa, CA 95932
Phone:	916-262-1102	Phone:	530-458-0580
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:	mallen@countyofcolusa.com

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@countyofcolusa.com

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

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

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

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program 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 contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract 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 consent of 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 Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and 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 received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

8. **Mutual Liability**
Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. **Property Damage**
Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

10. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

11. **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. All Contractors/Consultants 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.

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

12. **Non-Discrimination Clause**
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors 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 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 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. Recipient and its Contractors 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.

13. **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.

14. **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 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.

15. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may 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.

16. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. **Force Majeure**
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, failures of any required governmental approval, 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.

18. **Suspension of Payments**
Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

19. **Breach Provisions**
The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by 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.

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

20. **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 in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

21. **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.

22. **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 later 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 as to whether the proposed changes are accepted.

23. **Reporting Requirements**
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

24. **Equipment**
Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable 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.

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

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

26. 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. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

27. 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.

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program 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 and/or Grant Procedures Manual, if applicable, 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 and/or Grant Procedures Manual, if applicable, 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. Mileage reimbursement for 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.

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: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

PROJECT APPLICATION

Colusa County Agricultural Commissioner's Office

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- ✓ Increase the profitability and value of crop land and rangeland
- ✓ Decrease the costs of roadside, park, and waterway maintenance
- ✓ Reduce the fire hazard and fire control costs in the state
- ✓ Protect the biodiversity of native ecosystems
- ✓ Maintain the recreational and aesthetic value of open space, recreational, and public areas
- ✓ Increase water supply and flow

Project Activities (check all that apply):

- ✓ Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- ___ Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- ___ Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- ✓ Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: Colusa County intends to control multiple plant species that are known to occur in Colusa County. These known species include Arrundo (Arundo donax), Tree of Heaven (Ailanthus altissima), Spanish Broom (Spartium juneum) and Hydrilla (Hydrilla verticillata). As surveys are completed, additional weed species may be added to eradication lists once confirmation of identity and pest rating are confirmed. These weeds species were selected due to their abundance in locations that create a fire hazard to local rangelands, forests and communities. Some of these weed species are also known to encroach on East Park Reservoir which reduces the recreational use, out competes native species and affects water flows.

Methodology: Beginning with historical data including the last known locations of the above weed species, a trained and Licensed Agricultural Biologist will conduct visual surveys throughout the county to identify established stands of weeds. Outreach to other departments, agencies and citizens will be done to collect and confirm known locations of these weed pests. GPS coordinates will be collected using a handheld device in the field. These points will then be uploaded to ArcGIS mapping software. Pictures will also be taken to show the size of the infestations. These surveys will begin in late winter and early spring and continue throughout the year as needed. Outreach will also include determining the current status of county CEQA documents as needed. After eradication efforts are complete, a survey and pictures will be completed as before to illustrate the success of treatment efforts. These successful treatments will be illustrated on maps identifying the progress over the years

Location(s): All locations to be surveyed will be within the boundaries of Colusa County in the State of California. Please see map attached

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

Weed Removal/Control Techniques(s): Weed removal techniques will consist of chemical and mechanical techniques. Where appropriate, chopping/mechanical knock down of weeds will be performed followed with a herbicide treatment in the spring followed up with an additional treatment in late summer. After researching the most successful control methods of weed species performed in northern California, the methods used by Rob Hill, Deputy Commissioner of Butte County will be usec These methods include applications of Imazapyr, Triclopyr and Clopyralid in the spring followed by late summer applications of Glyphosate and Triisopropanplammonium. One of the few challenges tha can be foreseen is the availability of Ag Biologists to perform the eradication work for these plants due to peak work load season occurring at the same time chemical applications should take place. Due to this possible challenge, agreements with county departments conducting similar work will be made to assist in the mechanical and chemical removal of target weed species.

III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Final project reports are required 30 days after project completion, no later than July 31, 2022. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

Budget

County of Colusa

January 15, 2021 - June 30, 2022

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Assistant Agricultural Commissioner	$844.08	$0.00
Agricultural Biologist III	$8,027.20	$0.00
Agricultural Biologist II	$4,786.00	$0.00
Agricultural Biologist I	$3,017.00	$0.00
Account Clerk III	$627.15	$0.00
Subtotal Personnel Exp.	$17,301.43	$0.00
Operating Expenses		
Supplies: (must be itemized)		
Batteries	$10.00	$0.00
Field Flagging Ribbon	$10.00	$0.00
PPE	$50.00	$0.00
Office Supplies	$25.00	$0.00
Handheld GPS unit	$300.00	$0.00
Equipment: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Herbicides: (must be itemized)		
Imazapyr (Ex: Habitat) Amount: 10 Gallons Cost: 300.00/Gallons	$3,000.00	$0.00
Glyphosate (Ex: AquaMaster) Amount: 12.5 Gallons Cost: 20.40/Gallons	$255.00	$0.00
Triclopyr (Ex: Garlon 4) Amount: 15 Gallons Cost: 84.68/Gallons	$1,270.20	$0.00
Clopyralid (Ex: Transline) Amount: 10 Gallons Cost: 227.06/Gallons	$1,702.95	$0.00
Triisopropanplammonium (Ex: Milestone) Amount: 5 Gallons Cost: 160.00/Gallons	$800.00	$0.00
Adjuvent	$292.12	$0.00
Other		
	$0.00	$0.00
Mileage for Weed Control $0.575 x 3000 miles	$1,725.00	$0.00
Subtotal Operation Exp.	$9,440.27	$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $32,000 CDFA Funding award total has max of $3,200 for all combined)		
Meetings	$0.00	$0.00
Travel	$0.00	$0.00
Administration	$500.00	$0.00
Coordination	$500.00	$0.00
Mileage for Meetings, Training, Coordination $0.575 x (Miles)	$0.00	$0.00
Subtotal	$27,741.70	$0.00
Indirect* (Max 25% of Personnel Costs)	$4,258.30	$0.00
Total	$32,000.00	$0.00

Grant Total CDFA Funding	**$32,000.00**
Grant Total Cost Share	**$0.00**

* If claiming less than 25% max Indirect Cost Rate please check this box: [X]

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

Budget

COLUSA

January 15, 2021 - June 30, 2022

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Assistant Agricultural Commissioner	$844.08	$0.00
Agricultural Biologist III	$8,027.20	$0.00
Agricultural Biologist II	$4,786.00	$0.00
Agricultural Biologist I	$3,017.00	$0.00
Account Clerk III	$627.15	$0.00
Subtotal Personnel Exp.	$17,301.43	$0.00
Operating Expenses		
Supplies: (must be itemized)		
Batteries	$10.00	$0.00
Field Flagging Ribbon	$10.00	$0.00
PPE	$50.00	$0.00
Office Supplies	$25.00	$0.00
Equipment: (must be itemized)		
Handheld GPS unit	$300.00	$0.00
	$0.00	$0.00
Herbicides: (must be itemized)		
Imazapyr (Ex: Habitat) Amount: 10 Gallons Cost: 300.00/G	$3,000.00	$0.00
Glyphosate (Ex: AquaMaster) Amount: 12.5 Gallons Cost: 20.40/G	$255.00	$0.00
Triclopyr (Ex: Garlon 4) Amount: 15 Gallons Cost: 84.68/G	$1,270.20	$0.00
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	$0.00	$0.00
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Administration	$500.00	$0.00
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Subtotal	$27,741.70	$0.00
Indirect* (Max 25% of Personnel Costs)	$4,258.30	$0.00
Total	$32,000.00	$0.00

Grant Total CDFA Funding	**$32,000.00**
Grant Total Cost Share	**$0.00**

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

Noxious Weed Grant 2021-2022 Cleared for Processing	
County	Amount Requested
Alameda	$32,000.00
Alpine	$32,000.00
Colusa	$32,000.00
Contra Costa	$31,999.65
El Dorado	$32,000.00
Humboldt	$32,000.00
Inyo	$31,812.36
Kern	$31,832.50
Kings	$32,000.00
Marin	$32,000.00
Merced	$32,000.00
Mono	$31,708.00
Napa	$32,000.00
Nevada	$32,000.00
Placer	$32,000.00
San Benito	$31,969.00
San Diego	$31,871.38
San Luis Obispo	$31,255.00
Santa Barbara	$24,753.25
Santa Clara	$32,000.00
Shasta	$32,000.00
Siskiyou	$32,000.00
Solano	$19,822.50
Sonoma	$32,000.00
Stanislaus	$32,000.00
Sutter	$17,827.83
Tehama	$31,986.31
Tulare	$30,712.35

*Actual amount awarded by CDFA may be different from the amount originally requested.
Updated 10/21/2020

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

Noxious Weed Grant 2021-2022 Tracking Sheet	
County	Amount Requested
Alameda	$32,000.00
Alpine	$32,000.00
Butte	$31,999.25
Calaveras	$28,855.90
Colusa	$32,000.00
Contra Costa	$31,999.65
Del Norte	$24,125.00
El Dorado	$32,000.00
Glenn	$32,000.00
Humboldt	$32,000.00
Imperial	$31,871.38
Inyo	$31,812.36
Kern	$31,832.50
Kings	$32,000.00
Lassen	$31,832.00
Marin	$32,000.00
Mariposa	$31,999.91
Mendocino	$32,000.00
Merced	$32,000.00
Modoc	$32,000.00
Mono	$31,708.00
Napa	$32,000.00
Nevada	$32,000.00
Orange	$31,404.30
Placer	$32,000.00
Plumas	$31,892.50
Riverside	$31,971.25
San Benito	$31,969.00
San Diego	$31,871.38
San Francisco	$20,190.00
San Joaquin	$32,000.00
San Luis Obispo	$31,255.00
San Mateo	$32,000.00
Santa Barbara	$24,753.25
Santa Clara	$32,000.00
Santa Cruz	$32,000.00
Shasta	$32,000.00
Sierra	$31,730.50
Siskiyou	$32,000.00
Solano	$19,822.50
Sonoma	$32,000.00
Stanislaus	$32,000.00
Sutter	$17,827.83
Tehama	$31,986.31
Tulare	$30,712.35
Tuolumne	$11,120.13
Ventura	$32,000.00
Yuba	$18,381.88

*Actual amount awarded by CDFA may be different from the amount originally requested.

10/16/2020

Attachment: 21 22 Noxious Weed Program (6608 : Amendment to Noxious Weed Program agreement)

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Kaline Moore**

SUBJECT: **Approve Purchase of a Whisperwatt Generator**

Approve Purchase of a Whisperwatt Generator for the Sheriff's Office from Coffman Electrical Equipment Co., utilizing GSA Contract #GS-07F-6044P and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of request

This request is for a Whisperwatt generator on a towable trailer that will be purchased using the Community Power Resiliency allocation the Sheriff's Office has received. This generator will be used by the Public Health Department for use at shelter sites, vaccine clinics and backup power for storage of COVID vaccine.
Coffman Electrical Equipment Company is an approved contractor with GSA Federal Acquisition Service. Purchasing & Procurement and the Sheriff's Office is recommending purchasing this generator utilizing GSA Contract #GS-07F-6044P in the amount of $38,739.77.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted 02345-002345-57164; the fiscal impact shall not exceed $38,739.77.

Action for the Clerk

Please obtain signature of the Purchasing Agent on the Purchase Order and return to Angela to process.

ATTACHMENTS:

- Sheriff Requisition - Whisperwatt Generator (PDF)
- PO 0234506082021 - Whisperwatt Generator & Trailer (PDF)

Requisition For All Purchase Contracts, Services > $1,500 and for the Purchase of Supplies & Equipment over $5,000

Request Date: 03/03/2021

Budgeted: Yes

Requesting Dept: oes/2081

Request For: (Select One)

Budgeted Purchase > $5,000

E-mail: jbell@colusasheriff.com

Cost Source: Estimate

Project Contact & E-mail (if different than requestor):

Project Name: Community Power Resiliency Allocation

Name:

E-mail:

Charge to Fund/Dept: 02345/002345

Expense Acct: 57164

Purchasing Use: Requisition. #:

Desired Delivery Date: 05/03/2021

Deliver To: Colusa County Sheriff's Office

Installed By: ○ Vendor ◉ Requestor

Suggested Vendor(s): (If applicable please type in Name, Contact, Phone & E-mail below)

Coffman Electrical Equipment Co., GSA Contract through CMAS

Other Departments Involved? ○ Yes ○ No

If Yes, Please Explain: Purchasing & Procurement

Description - Please give a detailed description of the Project, include any specifications, drawings, etc.. you may have.

One (1) Whisperwatt Generator on towable trailer for Public Health use

Special Instructions or Comments

Community Power Resiliency Allocation, Special Revenue Fund 02345/002345

Additional Items Included: ☐

Please list any additional items included:

Attachment: Sheriff Requisition - Whisperwatt Generator (6647 : Purchase of Generator)

COLUSA COUNTY SHERIFF'S DEPARTMENT

REQUISITION FORM

DATE: 3/2/2021 | Fiscal Year 2020-21 | **SHIP TO:** n/a

SUBMITTED BY: J. Bell | **PHONE NO:** 458-0218

VENDOR NAME: Coffman Electrical Equipment, a GSA Vendor

ITEM ORDERED / DESCRIPTION	PRODUCT CODE	QTY	UNIT PRICE	Sub-Total	TAX	TOTAL
Whisperwatt Generator	DCA45SSIU4F	1	36,121.00	36,121.00	2,618.77	38,739.77
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
					Shipping	
					TOTAL	38,739.77

JUSTIFICATION: Public Health use for shelter sites, vaccine clinics and backup power for storage of COVID vaccin

FUNDING SOURCE: Community Power Resiliency Allocation, ~~2081~~/7810 — JB Connect County Requisition please

Preferred Vendor- CMAS Contract GS-07F-6044P

below to be completed by Fiscal staff

FUND #	02345 project # 7810
DEPT. #	002345
ACCOUNT #	57164 -
BUDGETED:	NO -

APPROVALS:	**Need**
PURCHASING AGENT:	(Yes) No
INFORMATION TECHNOLOGY:	Yes (No)

FISCAL: SUP#A21033 **DATE:** 3/4/21

SUPERVISOR: NG138 **DATE:** 03/08/21

SHERIFF/ASST. **DATE:** 3/8/21

Attachment: Sheriff Requisition - Whisperwatt Generator (6647 : Purchase of Generator)

NOTES:

Note **A-1** Product/Accessory group

Note **F-1** Item is FOB ORIGIN -the price of the item does not include cost of transportation from the vendor to your shipping location. Additional charges for transportation will be added by the vendor.

Note **F-2** Item is FOB ORIGIN -the price of the item does not include cost of transportation from the vendor to your shipping location. Additional charges for transportation will be added by the vendor.

Cart Items

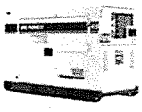
45

COFFMAN ELECTRICAL EQUIPMENT CO. (GS-07F-6044P)

View more items under this contract

Note **A-1**

Note **F-1**



Mfr: MULTIQUIP INC.
WHISPERWATT GENERATOR
DCA45SSIU4F

Get quote on eBuy

Direct Delivery
90 days shipped ARO
Options/Accessories

Qty 1

$31,962.97 EA

reduce price

$31,962.97

Note **A-1**

Note **F-2**

Mfr: MULTIQUIP INC.
TANDEM AXLE TRAILER
TRLR45

Get quote on eBuy

Direct Delivery
90 days shipped ARO

Qty 1

$4,158.69 EA

reduce price

$4,158.69

Sub Total: **$36,121.66**

CMAS vendor/contract

Attachment: Sheriff Requisition - Whisperwatt Generator (6647 : Purchase of Generator)

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

Purchase Order No.
0234506082021

PURCHASE ORDER

VENDOR	
NAME	Coffman Electrial Equipment Co.
ADDRESS	3300 Jefferson Ave,
	Grand Rapids, MI 49548
PHONE	906-452-8708 FAX : 616-452-1337

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing
ADDRESS	547 Market St. Ste. 110 Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Janice Bell**
Address	**929 Bridge Street**
PHONE	**530-458-0218** **FAX: 530-458-4697**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
6/8/2021	Angela Gross		Best way	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	Ea	DCA45SSIU4F	Whisperwatt Generator	31,962.97	31,962.97
1	Ea	TRLR45	Tandem Axle Trailer	4,158.69	4,158.69
			GSA CONTRACT: GS-07F-6044P		

BASED ON ATTACHED QUOTE

SUBTOTAL	36,121.66
CA Sales Tax 7.25%	2,618.82
Shipping/Handling	
E-Waste Fee	
TOTAL	38,740.48

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 Date

Attachment: PO 0234506082021 - Whisperwatt Generator & Trailer (6647 : Purchase of Generator)

COUNTY OF COLUSA, CA **3.12**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **3rd Modification to fuel contract with Davies Oil Company**

Approve 3rd Modification to **Davies Oil Company** for fuel services, effective July 1, 2021.

Detailed Description/Background of request

On June 12, 2018, the County executed a contract with Davies Oil Company (C18-110) for fuel services, the contract was modified two times extending the term. Purchasing is requesting to extend the term a 3rd time to June 30, 2022

Purchasing and Procurement contacted the vendor and they have agreed to a third modification extending the term with no increased cost.

Prior Board Action

June 12, 2018 entered into original contracts - Davies Oil
July 1, 2019 executed C19-157 extending the term to June 30, 2020 - Davies Oil
July 1, 2020 executed C20-108 extending the term to June 30, 2021 - Davies Oil

Fiscal Impact/Funding Source

Budgeted by each department
As of 5/20/21 Davies Oil Company has been paid $171,966.51 for fiscal year 20/21

Action for the Clerk

Davies Oil Company
PO Box 691
Colusa, CA 95932

ATTACHMENTS:

- 3rd Mod to Contract C18-110 (DOCX)
- C20-108 Davies Oil Company, Inc. - 2nd Modification (PDF)
- C19-157 Davies Oil - 1st Modification (PDF)
- C18-110 Davies Oil Company (PDF)

C___-_____

Third Modification of Contract C18-110 for Fuel Services

This Third Modification of Contract C18-110 for Fuel Services is between County of Colusa (County), a political subdivision of the State of California, and Davies Oil Company, Inc. (Contractor), a California corporation.

Background

On July 1, 2018, the parties executed contract C18-110 for fuel services ("Contract").

On July 1, 2019, the parties executed contract C19-157 to extend the termination date to June 30, 2020.

On July 1, 2020, the parties executed contract C20-108 to extend the termination date to June 30, 2021.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract for up to three (3) years, in one year increments, extending the term of the contract through June 30, 2022.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

DAVIES OIL COMPANY, INC.

_____Date:_____
Gerald P. Davies, President

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

by _____
Melissa Kitts, Deputy

Attachment: 3rd Mod to Contract C18-110 [Revision 2] (6642 : 3rd Modification to Fuel Contract - Davies Oil)

C20-108

Second Modification of Contract C18-110 for Fuel Services

This Second Modification of Contract C18-110 for Fuel Services is between County of Colusa (County), a political subdivision of the State of California, and Davies Oil Company, Inc. (Contractor), a California corporation.

Background

On July 1, 2018, the parties executed contract C18-110 for fuel services ("Contract").

On July 1, 2019, the parties executed contract C19-157 to extend the termination date to June 30, 2020.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract through June 30, 2021.

COUNTY OF COLUSA

Date: 6/16/20

Denise J. Carter, Board Chair

DAVIES OIL COMPANY, INC.

Date: 6-19-20

Gerald P. Davies, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-108 Davies Oil Company, Inc. - 2nd Modification (6642 : 3rd Modification to Fuel Contract - Davies Oil)

Insured Copy

FEDERATED INSURANCE®

FEDERATED MUTUAL INSURANCE COMPANY
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL UMBRELLA LIABILITY POLICY

MUTUAL COMPANY PARTICIPATING NONASSESSABLE POLICY

Policy No. 9911625
Account No. 035-930-7

Item 1. Named Insured and Address:
DAVIES OIL COMPANY INC
PO BOX 691
COLUSA CA 95932

Item 2. Policy Period: (Mo. Day Yr.)
From 10-17-2019 to 10-17-2020
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:
Corporation

Business of named insured is:

Item 3. $5,000,000 Occurrence Limit
Item 4. $5,000,000 Aggregate Limit
Item 5. $12,837 Annual Premium

CERTIFIED ACTS OF TERRORISM PREMIUM: $65

Item 6. **Schedule of Underlying Insurance Policies.**

Type of Insurance	Limits of Liability Per Occurrence	Limits of Liability Aggregate	Insurer - Federated unless otherwise indicated.
GENERAL LIABILITY			
[X] Commercial General Liability	$1,000,000	$2,000,000	
[ ] Businessowners			
[ ] Dwelling			
[ ] Dwelling			
[ ] Dwelling			
AUTO LIABILITY			
[X] Business Auto	$1,000,000		
[ ] Auto Dealers Coverage Form			
[ ] Businessowners			
[ ] Personal Auto			
OTHER UNDERLYING INSURANCE			
[ ] Equipment Dealers Stock Floater, Coverage B - Property of Others			
[X] Garagekeepers			
[ ] Legal Liability - Building			

Attachment: C20-108 Davies Oil Company, Inc. - 2nd Modification (6642 : 3rd Modification to Fuel Contract - Davies Oil)

EMPLOYERS LIABILITY	Limits of Liability	
[X] Employers Liability	$1000000/1000000/1000000	CA STATE FUND
[ ] State Fund		
[ ] Self-insured Work Comp		

Endorsement(s) attached hereto: See Schedule of Forms and Endorsements Attached

MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability:
This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

MUTUAL - MEMBERSHIP AND VOTING NOTICE:
The insured is notified that by virtue of this policy, he or she is a member of the Federated Mutual Insurance Company of Owatonna, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in Owatonna, Minnesota, on the third Tuesday of April in each year at ten o'clock A.M.

In Witness Whereof, the Company has caused this policy to be executed and attested.

SECRETARY PRESIDENT

This policy consists of: (1) this Declarations; (2) the Schedule of Forms and Endorsements, if attached; and (3) all forms and endorsements listed on this Declarations or, if attached, the Schedule of Forms and Endorsements.

Attachment: C20-108 Davies Oil Company, Inc. - 2nd Modification (6642 : 3rd Modification to Fuel Contract - Davies Oil)

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL UMBRELLA LIABILITY POLICY

ADDITIONAL NAMED INSUREDS ENDORSEMENT

The Named Insured shown in the Declarations includes the person(s) or organization(s) designated below, subject to the following additional policy conditions:

1. The Named Insured shown in the Declarations is authorized to act for additional named insured(s) in all matters relating to this insurance.
2. If the Named Insured shown in the Declarations becomes insolvent or bankrupt, the additional named insured(s) agree to pay us any premium for this insurance.
3. This endorsement will not waive any rights of recovery as a claimant which would be valid, if not shown as an additional named insured.
4. Knowledge or discovery by any insured (including any partner or officer) shall be considered knowledge or discovery made by all insureds.
5. The Named Insured shown in the Declarations declares that all firms named in the policy (named insureds and additional named insureds) are owned or financially controlled by the same interests.

Names of Additional Named Insureds:

Entity No.	Name of Insured	Entity Type	F.E.I.N
1	DAVIES OIL COMPANY INC	Corporation	94-2783899
2	DAVIES BROTHERS	Limited Partnership	68-0345278
2*	TOWER CAR WASH	Limited Partnership	68-0345278

*** Additional trade name of the legal entity**

Attachment: C20-108 Davies Oil Company, Inc. - 2nd Modification (6642 : 3rd Modification to Fuel Contract - Davies Oil)

Attachment: C20-108 Davies Oil Company, Inc. - 2nd Modification (6642 : 3rd Modification to Fuel Contract - Davies Oil)

Davies Oil

10/16/20

Purchasing & Procurement

C19-157

First Modification of Contract C18-110 for Fuel Services

This First Modification of Contract C18-110 for Fuel Services is between County of Colusa (County), a political subdivision of the State of California, and Davies Oil Company, Inc., (Contractor), a California corporation.

Background

On July 1, 2018, the parties executed contract C18-110 for fuel services("Contract").

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2019 as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract through June 30, 2020.

COUNTY OF COLUSA

Date: 8/13/19

Kent S. Boes, Board Chair

DAVIES OIL COMPANY, INC.

Date: 8-19-19

Gerald P. Davies

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C19-157 Davies Oil - 1st Modification (6642 : 3rd Modification to Fuel Contract - Davies Oil)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949
FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
035-930-7
DAVIES OIL COMPANY INC
PO BOX 691
COLUSA, CA 95932-0691

COVERAGES **CERTIFICATE NUMBER: 32** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	N	N	9911624	10/17/2018	10/17/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	9911624	10/17/2018	10/17/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION	N	N	9911625	10/17/2018	10/17/2019	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

035-930-7 32 0
COUNTY OF COLUSA
1215 MARKET ST
COLUSA, CA 95932-2035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael G Kerr

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Attachment: C19-157 Davies Oil - 1st Modification (6642 : 3rd Modification to Fuel Contract - Davies Oil)

C18-110

Fuel Services Contract

This Fuel Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Davies Oil Company, Inc., ("Contractor"), a California corporation.

Services to be Performed: Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with fuel services, as more specifically detailed in Attachment "A."

1. **Term:** This Contract shall begin on July 1, 2018 and end on June 30, 2019. This Contract may be extended for up to two (2) years, in one year increments, as long as both parties agree to an extension by signing a written extension approved by the Board of Supervisors.

2. **Compensation:** County will pay Contractor compensation not to exceed $.079 per gallon mark-up over rack pricing, as provided for in Attachment "B". Compensation will be paid in accordance with paragraph 4, Method of Payment.

3. **Method of Payment:** At the end of each month, Contractor shall provide individualized County Departments with a detailed invoice for the services provided in the proceeding month. This detailed invoice shall include a monthly usage report as more specifically detailed in Attachment "A". Upon receipt of the monthly 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.

Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

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.

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

Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

violations of law by the party.

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

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

   B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

   [MAK1]
   C. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

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

      3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

      5) Providing any failure to comply with the reporting provisions of the policy

Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

If to County:	Colusa County Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932 (530) 458-0508
If to Contractor:	Davies Oil Company, Inc. P.O. Box 691 Colusa, CA 95932 (530) 458-2881

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

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

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

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

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

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

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

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

19. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force

Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

and effect and shall not be affected or invalidated.

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

A. Attachment "A" – Bid Specifications
B. Attachment "B" – Bid Worksheet

COUNTY OF COLUSA

Date: 6/12/18
Gary J. Evans, Board Chair

DAVIES OIL COMPANY, INC.

Date: 6-22-18
Signature

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: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

ATTACHMENT A

BID SPECIFICATIONS

1) Octane ratings shall meet Unleaded 87 minimum requirements.

2) Diesel fuel shall meet all the requirements for Diesel Fuel No. 2 as specified by ASTM.

3) Markup from rack price shall consist of transportation costs from bidder's plant to the point of delivery, plus overhead and profit.

4) The markup from rack price does not need to be broken down into its component parts for bidding purposes.

5) Card lock system shall be open 24 hours a day, 7 days per week.

6) Copies of the Highway Transport Record and invoice proof of actual costs at the time of delivery shall be submitted with each separate monthly billing to:

   a) Agricultural Department[J2]
   b) Assessor
   c) Behavioral Health
   d) Child Support
   e) Community Development
   f) District Attorney
   g) Health & Human Resources
   h) Information Technology
   i) Library
   j) Probation
   k) Public Works
   l) Sheriff
   m) Transit
   n) Cooperative Extension

7) Contractor will furnish a printout to each individual department when the card lock system is used and will show:

   a) Vehicle Number
   b) Date and Time
   c) Type of Fuel
   d) Miles Per Gallon
   e) Amount of Fuel

Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

C18-110

ATTACHMENT B

BID WORKSHEET

The bidder agrees to accept the following incremental markup from rack pricing/manufacturing pricing plus bidders daily posting cost per gallon including taxes at the time of delivery as full payment for each gallon delivered. The estimated amount of fuel to be purchased at each location is set forth below. Bidders may submit bids to provide service at any or all delivery sites. Bidders shall show the number of fuel pumps available to deliver each type of fuel at each site.

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS":

X YES _____ NO

FURNISH GASOLINE AND DIESEL FUELS

Business/Bidder Name:	DAVIES Oil Co. INC.			
Address:	P.O. Box 691 150 13th ST.			
City Colusa	State CA.	Zip Code 95932	Phone 530-458-2881	
Primary Contact Person/Title				
ARBUCKLE SITE		Estimated Gallons	($/gallon) Markup Only	= Amount
Number of Sites: 1	Card Lock Regular Unleaded	3,500	X .079	= 276.50
Number of Sites: 1	Card Lock Diesel	3,000	X .079	= 237.00
	Estimated Total Markup			$ 513.50 ✓
COLUSA SITE		Estimated Gallons	($/gallon) Markup Only	= Amount
Number of Sites: 1	Card Lock Regular Unleaded	90,000	X .079	= 7110.00
Number of Sites: 1	Card Lock Diesel	20,000	X .079	= 1580.00 ✓
	Estimated Total Markup			$ 8690.00 ✓
MAXWELL SITE		Estimated Gallons	($/gallon) Markup Only	= Amount
Number of Sites: _____	Card Lock Regular Unleaded	4,500	X _____	= _____
Number of Sites: _____	Card Lock Diesel	7,500	X _____	= _____
	Estimated Total Markup			$
WILLIAMS SITE				
Number of Sites: 1	Card Lock Regular Unleaded	9,500	X .079	= 750.50 ✓
Number of Sites: 1	Card Lock Diesel	8,700	X .079	= 687.30
	Estimated Total Markup			$ 1437.80 ✓

FURNISH GASOLINE AND DIESEL FUELS 6

Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

C18-110

This bid is made this 26th day of April, 2018

Signature: Gerald P. Davies Print Name: Gerald P. Davies

COMPLIANCE STATEMENT

The Bidder states the facilities used to meet the requirement of the bid are in full compliance with federal, state and county laws and regulations including air pollution control and ground water protection laws and regulations. Bidders shall be subject to review and investigation to determine compliance with the laws and regulations. Failure of the Bidder to be in compliance with the laws and regulations is cause for the bid to be rejected or the contract to be terminated.

Bidders Signature: Gerald P. Davies Date: 4-26-18

Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949
FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 035-930-7
DAVIES OIL COMPANY INC
PO BOX 691
COLUSA, CA 95932-0691

COVERAGES **CERTIFICATE NUMBER: 32** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	9911624	10/17/2017	10/17/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,00 $100,00 EXCLUDED $1,000,00 $2,000,00 $2,000,00
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	9911624	10/17/2017	10/17/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,00
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	9911625	10/17/2017	10/17/2018	EACH OCCURRENCE AGGREGATE	$3,000,00 $3,000,00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

035-930-7 32 0
COUNTY OF COLUSA
1215 MARKET ST
COLUSA, CA 95932-2035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: C18-110 Davies Oil Company (6642 : 3rd Modification to Fuel Contract - Davies Oil)

COUNTY OF COLUSA, CA **3.13**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Kaline Moore**

SUBJECT: **RFB for Re-roof of the County Maintenance Shop**

Adopt plans, specifications and working details for a Request for Bids (RFB), and Notice to Bidders for the re-roof of the Colusa County Maintenance Shop.

Detailed Description/Background of request

This project will be the complete tear-down and rebuild of the existing roof, including trussing the valley areas to create a smooth roof all the way to the edge of the building, eliminating the sculleys.
The Maintenance staff has been chasing leaks in this roof for several years. When work was done on the roof in the past the Contractor raised the scuppers 4-6" above the existing valley resulting in no drainage from the roof.

Prior Board Action

None

Fiscal Impact/Funding Source

No fiscal impact at this time - Roofing is Budgeted in the Building Fund 00121-1080-57361.

Action for the Clerk

Please set July 8, 2021 at 2:00 p.m. for a bid opening and publish the Notice to Bidders on June 10, 2021 and June 17, 2021.

ATTACHMENTS:

- RFB - New Roof - Maintenance Shop (DOC)
- BID WORKSHEET - Maintenance Shop Roof (DOCX)
- NOTICE TO BIDDERS - Maintenance Roof (DOCX)
- Draft Contract - Reroof Maintenance Shop (DOCX)

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COUNTY OF COLUSA
PURCHASING & PROCUREMENT

REQUEST FOR BIDS
REROOF COUNTY MAINTENANCE SHOP

COUNTY OF COLUSA

_____
Gary Evans, Board Chair

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

By_____
~~Melissa Kitts~~Melissa Kitts, Deputy

Mandatory Walk-Thru: June 24, 2021 @ 10:00 a.m.

Due Date: July 8, 2021 @ 2:00 p.m.

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the roofing of the Maintenance Shop at 133 Market St., Colusa CA as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage. There is a **mandatory** walk-thru scheduled for **Thursday, June 24, 2021 at 10:00 a.m. sharp (late arrivals will not be accepted) at 133 Market Street, Colusa CA. If you do not attend, or if you are late, you will not be eligible to bid on this project.**

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: Roof replacement at the building located at 133 Market Street in Colusa, CA, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

6. Time of Completion: The work is to commence no sooner than September 1, 2021 and be

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

completed by October 31, 2021. ~~measured from the date of full execution of the County Contract, which shall be no later than 10 days following award. The anticipated award date is June 22, 2021.~~

Commented [J1]: This says 60 days, but the contract s days from execution of the contract. The terms need to be so we need to modify one of the documents based on the n the department.

7. Time and Place of Submission of Bids:

A. Time: Three (3) bids shall be submitted on or before **July 8, 2021** no later than **2:00** p.m. at which time they will be opened and read aloud by the County.

B. Place: All Bids shall be delivered to:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932.

C. Please include three (3) copies of bid document in a sealed envelope clearly marked:

"Roofing of Maintenance Shop"

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. July 8, 2021:

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

Any addenda issued shall be included in the bid proposal.

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. Detailed schematic drawings must be submitted with bid response.

P. The County reserves the right to reject any and all bids.

Q. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided within 20 days of award. 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. The anticipated award date is June 22, 2021.

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.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

PROJECT SPECIFICATIONS

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

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Provide all labor, equipment, and non-Owner supplied materials to install a composition shingle roof system over the properly prepared substrate. The scope of work includes but is not limited to:

1. Full removal and disposal of existing roofing materials.
2. Install new ½" OSB decking over existing deck.
3. Installation of HPR Underlayment.
4. Install new sheet metal components and gutter system.
5. Install new composition shingles per manufacturer's specifications.
6. Install ½" six sided primed board and rosin sheet in cricket areas.
7. Install Stressbase 80 in Weatherking.
8. Install Stressply Plus FR Mineral in Weatherking.
9. Install Pyramic Plus LO at a rate of 3 gallons (1.5 +1.5) per 100 sq. ft. over BUR locations.

1.2 RELATED SECTION

A. General Conditions

1.3 REFERENCES

A. ASTM B209 - Aluminum-Alloy Sheet and Plate

B. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

C. ASTM D228 - Method of Testing Asphalt Roll Roofing, Cap Sheets and Shingles.

D. ASTM D4586 - Asphalt Roof Cement, Asbestos Free.

E. ASTM D3161 - Wind Resistance of Asphalt Shingles
F. ASTM D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules.

G. ASTM A361 - Sheet Steel, Zinc Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.

H. ASTM B370 - Copper Sheet and Strip for Building Construction.

I. NRCA - Steep Roofing Manual.

J. ARMA - Residential Asphalt Roofing Manual.

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

K. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

L. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

1.4 SYSTEM DESCRIPTION

A. It is the intent of this specification to install a long-term, quality roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the Architect and Roofing System Manufacturer.

1.5 SUBMITTALS

A. Submit under provisions of Section 7 of the Request for Bid.

B. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.

C. Samples: Submit two (2) samples of each product specified.

D. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required.

E. Submit one color board for color approval from the Owner.

F. Submit a copy of an unexecuted manufacturer's warranty for review.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum 12 years documented experience.

B. Installer: Company specializing in steep slope roofing installation with a minimum 5 years' experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.

C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work and at any time roofing work is in progress. Maintain proper supervision of workmen. Maintain a copy of the specifications in the possession of the Supervisor/Foremen and on the roof at all times.

D. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner has the right to hire a qualified contractor and back charge the original contractor.

1.7 PRE-INSTALLATION CONFERENCE

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

A. Pre-Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Owner, roofing system manufacturer's representative.

C. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work.

2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.

3. Review roofing system requirements (drawings, specifications and other contract documents).
4. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

5. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store and handle roofing in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover rolled goods with a canvas tarpaulin or other breathable material (not polyethylene).

C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.

D. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

A. When the project is in progress, the roofing system manufacturer will provide the following at no charge:

1. Keep the Owner informed as to the progress and quality of the work as observed.

2. Provide job site inspections a minimum of two days a week with photo conformation and reported to the owner.

3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 PROJECT CONDITIONS

A. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

B. Do not apply roofing materials or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

D. Nailing requirements of composition shingles must conform to all applicable local codes.

1.11 SEQUENCING AND SCHEDULING

A. Sequence installation of composition roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.

B. Every stage of progress completed must be inspected by owner or owner's representative prior to moving forward to next stage of the installation.

1.12 WARRANTY

A. Upon completion of roof installation, and acceptance Manufacturer will supply to the Owner a 40-year manufacturers' composition shingle warranty.

B. Contractor will submit a minimum of a two year workmanship warranty to the Owner with a copy directly to membrane manufacturer.

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

1.13 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Any item or materials submitted as a substitution to the manufacturer specified must comply in all respects as to the quality and performance of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as a substitute is truly equal.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.

B. Provide products as manufactured by

- The Garland Company – Rmer Seal.
- Pabco Professional 40 year dimensional shingle minimum 260 lbs. per 100 sq. ft. or equal

2.2 DESCRIPTION

A. Asphalt Shingles: UL Class A Rating and Wind Resistance Label, glass fiber mat base, mineral surface, color selected by Owner.

2.3 SHEET MATERIALS

A. Underlayment: Rmer Seal by The Garland Company, Inc.

2.4 RELATED MATERIALS

A. Nails: Standard round wire shingle type, Zinc coated steel, 10-12 gauge, barbed or deformed shank, with heads 3/8" to 7/16" in diameter. Nails must be long enough to penetrate into solid wood deck at least ¾" or just through plywood and oriented strand board decks.

B. Plastic Cement: ASTM D4586 Type I or Type II. Flashing Bond by The Garland Co.

C. New, non-corrosive, metal step flashing, minimum 24 gauge (or equivalent) to be used as step flashing around chimneys, dormers, and side walls.

D. New four pound lead roof jacks with factory tops to be used around all plumbing vents. Paint all pipes when completed.

E. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints. Tuff Stuff by The Garland Company.

1. Tensile Strength (ASTM D412) 250 psi

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

2.	Elongation (ASM D412)	950%
3.	Hardness, Shore A (ASTM C920)	35
4.	Adhesion-in-Peel (ASTM C920)	30 pli

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that deck surfaces and project conditions are ready to receive work of this section.

B. Verify that deck is supported and secured to structural members.

C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains.

D. Verify that adjacent roof members do not vary more than 1/4 inch in height.

E. Verify that deck surfaces are clean and dry.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Place one ply of HPR Aqua Shield underlayment as manufactured by The Garland Company and have ends lapped a minimum of 4 inches over itself. Stagger end laps of each consecutive layer a minimum of 3 feet. In valleys, run HPR Aqua Shield minimum 6 inches over valley protection. Nail in place per manufacturer's requirements.

B. At all vent pipes, install a 2 square foot piece of HPR Aqua Shield underlayment.

C. At all vertical walls, install HPR Aqua Shield so that it extends at least 6 inches up the vertical wall and 12 inches onto the horizontal roof.

D. At all chimneys, install HPR Aqua Shield around entire chimney extending up all vertical surfaces at least 6 inches and 12 inches onto the horizontal roof.

E. Install shingles in accordance with manufacturer's instructions.

F. Install 6 nails per shingle, as recommended by local building codes. Staples are not acceptable.

G. Install Hip and Ridge shingles per manufacturer's instructions.

3.3 FIELD QUALITY CONTROL

A. Perform field inspection and testing as required under provisions of Section 07311.

B. Correct defects or irregularities discovered during field inspection.

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

C. Require attendance of roofing materials manufacturers' representative at site during installation of the roofing system.

3.4 CLEANING

A. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.

B. Repair or replace defaced or disfigured finishes caused by work of this section.

C. Perform daily cleanup around building. Magnet on wheels to be used to pick up all metal shavings, staples, nails, etc.

3.5 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, installer, installer of associated work, Owner, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.

B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the material manufacturer and the district upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

SUB-CONTRACTOR'S LIST

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

Attachment: RFB - New Roof - Maintenance Shop [Revision 1] (6488 : RFB - Reroof Maintenance Shop)

BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____Exp:_____

Reroof at the Colusa County Maintenance Shop

ITEM	PRODUCT	PRICE
1	ROOFING MATERIAL & EQUIPMENT COSTS (Non- Owner Supplied)	$
2	LABOR	$
3	OTHER (Describe):	$
4	ADDITIONAL COST PER MAN HOUR, PLUS MATERIALS, TO REPLACE ANY DRY ROT FOUND.	$_____/Man Hour
	GRAND TOTAL	$

Dollar figure shall include all appropriate costs, including **prevailing wage** labor costs, all material and equipment costs, permits, freight, etc.

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_____, 2021.

Attachment: BID WORKSHEET - Maintenance Shop Roof (6488 : RFB - Reroof Maintenance Shop)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids from licensed contractors for the Reroof of the Colusa County Maintenance Shop, located at 133 Market St., Colusa, CA, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). There is a **mandatory** pre-bid walkthrough scheduled at the site on June 24, 2021 at 10:00 a.m. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:00 p.m. on July 8, 2021.

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:

_____

Melissa Kitts, Deputy

Attachment: NOTICE TO BIDDERS - Maintenance Roof (6488 : RFB - Reroof Maintenance Shop)

C____-_____

Reroof Maintenance Shop

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and [insert name] ("Contractor"), an [entity/individual status]. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services to reroof the County Maintenance Shop**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, however on site work shall not commence until September 1, 2021, and shall continue until all requested services are completed, but no later than October 31, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed [$_____], as provided for in Attachment "B" bid worksheet. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor

Attachment: Draft Contract - Reroof Maintenance Shop [Revision 2] (6488 : RFB - Reroof Maintenance Shop)

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

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint

Attachment: Draft Contract - Reroof Maintenance Shop [Revision 2] (6488 : RFB - Reroof Maintenance Shop)

venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

   C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

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

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

Attachment: Draft Contract - Reroof Maintenance Shop [Revision 2] (6488 : RFB - Reroof Maintenance Shop)

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

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

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

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

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

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the

Attachment: Draft Contract - Reroof Maintenance Shop [Revision 2] (6488 : RFB - Reroof Maintenance Shop)

California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

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

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

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

17. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of

Attachment: Draft Contract - Reroof Maintenance Shop [Revision 2] (6488 : RFB - Reroof Maintenance Shop)

California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

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

    If to County:

    If to Contractor:

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

Attachment: Draft Contract - Reroof Maintenance Shop [Revision 2] (6488 : RFB - Reroof Maintenance Shop)

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 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" Request for Bid
    B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
Gary Evans, Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Ann Nordyke, Deputy

Attachment: Draft Contract - Reroof Maintenance Shop [Revision 2] (6488 : RFB - Reroof Maintenance Shop)

COUNTY OF COLUSA, CA **3.14**

Request For County Board of Supervisors Action

MEETING DATE:	**June 8, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Kaline Moore**
SUBJECT:	**RFB for New Heaters and Coolers at the County Maintenance Shop**

Adopt plans, specifications and working details for a Request for Bids (RFB), and Notice to Bidders for the purchase and installation of new heaters and swamp coolers at the Colusa County Maintenance Shop.

Detailed Description/Background of request

This project is for the replacement of two rafter mounted Heaters and two swamp coolers at the Maintenance Shop. This project should be done in conjunction with the roofing project to avoid any damage being done to the new roof if installed at a later date.
Both the heaters and swamp coolers are over 28 years old and have reached their end of life.

Prior Board Action

None

Fiscal Impact/Funding Source

There is no fiscal impact at this time. Project budgeted in the Maintenance budget 00101-1073-53130

Action for the Clerk

Please set July 8, 2021 at 2:30 p.m. for a bid opening and publish the Notice to Bidders on June 10, 2021 and June 17, 2021.

ATTACHMENTS:

- RFB - Heaters & Coolers at Shop (DOC)
- BID WORKSHEET - Maintenance Heaters & Coolers (DOCX)
- NOTICE TO BIDDERS - Heaters & Coolers(DOCX)
- Draft Contract - Heaters & Coolers Maintenance Shop (DOCX)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
SWAMP COOLERS & HEATERS
AT MAINTENANCE SHOP

COUNTY OF COLUSA

_____
Gary Evans, Board Chair

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

By_____
Melissa Kitts, Deputy

Mandatory Walk-Thru: June 24, 2021 @ 10:00 a.m.

Due Date: July 8, 2021 @ 2:30 p.m.

Attachment: RFB - Heaters & Coolers at Shop [Revision 4] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the purchase and installation of two (2) Swamp Coolers and two (2) rafter mounted heating units at the Colusa County Maintenance Shop 133 Market St., Colusa CA as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage. There is a **mandatory** walk-thru scheduled for **Thursday, June 24 , 2021 at 10:00 a.m. sharp (late arrivals will not be accepted) at 133 Market Street, Colusa CA. If you do not attend, or if you are late, you will not be eligible to bid on this project.**

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: Purchase and Installation of two (2) Swamp Coolers and two (2) rafter mounted heating units at the building located at 133 Market Street in Colusa, CA, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB - Heaters & Coolers at Shop [Revision 4] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

6. Time of Completion: The installation work is to commence no sooner than September 1, 2021 and be completed by October 31, 2021.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) bids shall be submitted on or before **July 8, 2021** no later than **2:30** p.m. at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932.

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
   "Shop Heaters & Swamp Coolers Bid"

   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. July 8, 2021:

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

   Any addenda issued shall be included in the bid proposal.

   H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

   I. Corrections and/or modifications received after the closing time specified will not be

Attachment: RFB - Heaters & Coolers at Shop [Revision 4] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. Detailed schematic drawings must be submitted with bid response.

P. The County reserves the right to reject any and all bids.

Q. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided within 20 days of award. 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. The anticipated award date is June 22, 2021.

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.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an

Attachment: RFB - Heaters & Coolers at Shop [Revision 4] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: RFB - Heaters & Coolers at Shop [Revision 4] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

PROJECT SPECIFICATIONS

County Maintenance Shop Swamp Coolers and Heaters Replacement:

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

Contractor will be responsible for:
Removal and replacement of all components to all systems (coolers, heaters, stats, switches, etc.)

Coordinating with the roofing contractor for the removal and install of the old and new equipment.

Swamp Coolers:
1: Purchase and install the North Swamp Cooler Unit with a 12,000 cfm 208/230 swamp cooler with down shot.

2: Purchase and install the south Swamp Cooler unit with a 6500cfm 120v swamp cooler with down shot.

3: Install on both units new disconnects, breakers, control switches, and also include water filter to help with the hard water.

4: Split the water line inside for both swamp coolers for ease of shutting water supply off in the winter months

5: Upgrade the swamp cooler pads

Heaters:
1: Purchase and Install two (2) rafter mounted heating units with Reznor or equivalent heaters as follows:

175,000 Btu compact heaters
115 volt single phase

2: Replace all components to be up to code, including but not limited to, disconnects, controls (stats) etc.

3: Replace flue pipes.

4: Replace existing exhaust fan with a 24" exhaust fan with louvers to exhaust hot air out of attic.

Attachment: RFB - Heaters & Coolers at Shop [Revision 4] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

SUB-CONTRACTOR'S LIST

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

Attachment: RFB - Heaters & Coolers at Shop [Revision 4] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____Exp:_____

Replace Heaters & Coolers at the Colusa County Maintenance Shop

ITEM	PRODUCT	PRICE
1	Two (2) 175,000 Btu compact Heaters; 115 volt single phase (Reznor or equivalent)	$
2	One (1) 12,000 cfm 208/230 swamp cooler with down shoot One (1) 6,500 cfm 120 volt swamp cooler with down shoot	$ $
3	LABOR:	$
4	Other Costs (Describe):	$
	GRAND TOTAL	$

Dollar figure shall include all appropriate costs, including **prevailing wage** labor costs, all material and equipment costs, permits, freight, etc.

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_____, 2021.

Attachment: BID WORKSHEET - Maintenance Heaters & Coolers (6489 : RFB - Heaters & Coolers at Maintenance Shop)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids from licensed contractors for the purchase and installation of two swamp coolers and two rafter mounted heating units at the Colusa County Maintenance Shop, located at 133 Market St., Colusa, CA, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). There is a **mandatory** pre-bid walkthrough scheduled at the site on June 24, 2021 at 10:00 a.m. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:30 p.m. on July 8, 2021.

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:

_____

Melissa Kitts, Deputy

Attachment: NOTICE TO BIDDERS - Heaters & Coolers [Revision 1] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

C____-_____

Installation of Heaters and Coolers at Maintenance Shop

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and [insert name] ("Contractor"), an [insert individual/entity status]. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services to install 2 Swamp Coolers and 2 rafter mounted Heating Units at the County Maintenance Shop**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than October 31, 2021. Installation shall not commence until September 1, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed [insert the contracted amount], as provided for in Attachment "B" bid worksheet. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor

Attachment: Draft Contract - Heaters & Coolers Maintenance Shop [Revision 3] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

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

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint

Attachment: Draft Contract - Heaters & Coolers Maintenance Shop [Revision 3] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

   C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

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

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

Attachment: Draft Contract - Heaters & Coolers Maintenance Shop [Revision 3] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

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

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

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

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

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the

Attachment: Draft Contract - Heaters & Coolers Maintenance Shop [Revision 3] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

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

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

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

17. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of

Attachment: Draft Contract - Heaters & Coolers Maintenance Shop [Revision 3] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

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

If to County: Insert the name and address of your department here with the main and facsimile telephone numbers. Be sure to include the contact person.

If to Contractor: Insert the name, address and telephone number of the other party here.

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

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

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

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

23. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such

Attachment: Draft Contract - Heaters & Coolers Maintenance Shop [Revision 3] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

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 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" Request for Bid
    B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
Gary Evans, Board Chair

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

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

By _____
Ann Nordyke, Deputy

Attachment: Draft Contract - Heaters & Coolers Maintenance Shop [Revision 3] (6489 : RFB - Heaters & Coolers at Maintenance Shop)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **District Attorney's Classification Study**

Adopt a Resolution reclassifying a District Attorney's Office Bilingual Victim Witness Coordinator/Advocate to a newly created Victim Witness Program Manager classification following a reclassification study and amend the allocated listing of positions. **Further**, adopt Revised Job Class Table reflecting the addition of the new classification of Victim Witness Program Manager as Required by CalPERS.

Detailed Description/Background of request

The District Attorney's Office requested the position of Bilingual Victim Witness Coordinator/Advocate be studied. It was noted that the incumbent has been performing supervisory duties while supervisory duties are not listed on the job description.

The classification study revealed that the position has evolved considerably over the past few years due to operational needs and organization structure changes. The incumbent currently manages and administers the services and activities of the Victim Witness Program including program policies and procedures. Additionally, the position has been performing supervisory duties. Therefore, it is recommended that the classification of Victim Witness Program Manager be created and the position allocated accordingly.

As a result of a salary survey of our 9 comparable agencies, it is recommended to set the new Victim Witness Program Manager classification at PF38 ($4,933 - $6,319 per month), 4 ranges above the salary of the Bilingual Victim Witness Coordinator/Advocate, retroactive to February 2021, when the study commenced. The salary survey indicates that setting the salary at this range will result in a ranking of 6 out of 9 agencies that have comparable classifications; however, our rank improves over time with additional years or service (please see attached salary study and comparison based on years of service). It was also learned that all other comparable classifications within our comparable group are exempt. A study of the duties revealed that this classification meets the FLSA requirements to be classified as exempt and it is recommended to classify it accordingly. Lastly, the bilingual Spanish/English requirement was changed to preferred instead of required.

The attached Resolution includes the actions to create the classification, reclassify the incumbent and amend the department's position allocation schedule. The new final job

description and a red-lined version showing differences from the Bilingual Victim Witness Coordinator/Advocate are attached.

The District Attorney's Office concurs with the recommendations. The Colusa County Employees' Association was given an opportunity to review and discuss the proposed classification and salary recommendations and also concurs with the recommendations.

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Table reflecting the addition of the new classification of Victim Witness Program Manager at PF38 ($4,933 - $6,319 per month) effective February 1, 2021, and the correction to the hourly range for Extra Help.

Prior Board Action

None

Fiscal Impact/Funding Source

The reclassification will have an increased total cost from February 1, 2021 to June 30, 2021 of $4,779.35. There are sufficient funds in the budget to cover the additional cost of this request. There are no costs associated with adopting the Job Class Table.

Action for the Clerk

Return a copy of the signed Resolution to Human Resources by 6/15/21.

ATTACHMENTS:

- Victim Witness Program Manager REDLINE 6.8.21 (DOCX)
- Victim Witness Program Manager FINAL 6.8.21 (DOCX)
- Victim Witness Program Manager Compensation Study 4-9-21 (PDF)
- Victim Witness Program Manager - Salary Ranks Based on Years of Service (PDF)
- Resolution to Reclass Victim Witness Coordinator-Advocate to Victim Witness Program Manager (DOCX)
- Job Class Table - General rev. 6.8.21 (PDF)

COUNTY OF COLUSA

Established: 06/08/2021
Revised: TBD
Salary Range: PF38
FLSA: Exempt

~~BILINGUAL~~ VICTIM WITNESS ~~COORDINATOR/ADVOCATE~~PROGRAM MANAGER

Disclaimer*: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

~~Coordinates~~Manages the services and activities of the Victim/Witness Program including program policies and procedures; and ~~provides~~may provide bilingual (Spanish/English) assistance for victims through the judicial process. The Victim Witness Program Manager is the full programmatic supervisor and administrator of this specialized area.

SUPERVISION RECEIVED:

Receives administrative direction from the District Attorney and/or Chief ~~Investigator.~~Deputy District Attorney.

SUPERVISION EXERCISED:

~~None.~~
Provides direct supervision of Victim/Witness Advocate(s), support staff and volunteers.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the County and its elected and appointed officials. Exhibits the duty of loyalty ~~to~~as an employer's ~~representatives~~representative.

2. Provides courteous and timely service to the public as the ultimate employer.

3. Works cooperatively with other county employees.

B. Essential Job Specific Duties:

1. ~~Coordinates~~Oversees and manages the overall activities of the Victim/Witness Assistance Program; formulates policies and procedures; makes recommendations for implementation;

Attachment: Victim Witness Program Manager REDLINE 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

ensures departmental compliance with procedures implemented; monitors results to determine impact.

2. Communicates and coordinates with a wide variety of agencies and community resources in providing a network of services for victims of crime in need of professional counseling and/or emergency assistance; maintains current listing of service providers.
3. Initiates immediate contact to begin establishing a relationship with victims of crime; interviews victims and witnesses; assesses situation; counsels victims as appropriate; develops case plans to provide necessary services; provides information on victim assistance programs and resources; advises victims of the judicial process; provides support at court hearings.
4. Conducts follow-up reviews to assess situation; maintains contact with victims to provide counseling and advice on case status; assists in completing documentation and filing of claims; assists victims in the recovery of property in evidence and restitution.

C. Other Job Specific Duties

1. Compiles and types various legal documents, narrative and statistical reporting, correspondence, and other data in the daily performance of duties; reviews data to verify accurate and complete information; ensures applicable data is properly filed with the court; ensures all related information is filed and maintained in a systemized manner to ensure ease of retrieval; reviews completed forms to verify complete and accurate data.

2. Organizes and manages the activities of staff assigned to the victim/witness assistance program to ensure needed services are available for clients; evaluates staff performance; plans and coordinates training and development activities for assigned staff to ensure staff is knowledgeable of the current mandated statutes.

~~2.~~3. Assists victims of crime in English and/or Spanish in writing and filing victim impact statements, ~~restraining orders~~requesting Criminal Protective Orders, and other documents filed with the court; assists in the completion of forms, documents and filing of claims; acts as victim advocate in obtaining reimbursement and restitution.

~~3.~~4. Researches and interprets codes and statutes relating to rights of victims of crime.

~~4.~~5. Provides transportation for victims and witnesses for court and other related appointments.

~~5.~~6. ~~Receives~~Assists with ordering of restitution; refers to appropriate County agency for collection and ~~disperses~~disbursement of restitution payments; ~~posts all~~may receive and disburse restitution payments ~~received and distributed following guidelines established by law; reviews data to ensure accuracy; detects any errors and corrects accordingly~~.

~~6.~~7. Prepares and submits applications for grant funds; compiles and analyzes data; compiles stats and performance data; confers with judicial personnel, law enforcement agencies, community groups and victims of crime to determine needs; obtains required authorizations; submits completed forms to appropriate agencies.

~~7.~~8. Provides information, guidance and training to criminal justice agencies, community and service groups, educational personnel, and the public at large on issues related to victim's rights.

~~8.~~9. Attends required meetings, seminars, and training sessions.

~~9.~~10. Orders and maintains inventory of supplies, equipment, and periodicals related to assigned duties.

~~10.~~11. Performs related duties as required.

Attachment: Victim Witness Program Manager REDLINE 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

Attachment: Victim Witness Program Manager REDLINE 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:
The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the job's essential duties and responsibilities.

Knowledge of:
Community and state resources available to aid victims of crime.
Procedures and regulations related to the victim/witness program.
Interviewing techniques; including crisis intervention counseling techniques and principles.
Sociological, psychological and cultural aspects of crime and victims of crime.
Practices and terminology related to the criminal justice system.
Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, often where relations may be confrontational or strained.
Correct business English, including spelling, grammar, and punctuation.
Basic principles and techniques for preparing and controlling budgets.
Record keeping principles and practices.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Assist victims or witnesses of crimes with progression through the criminal justice system in a timely and reasonable manner.
Oversee and manage the daily work of assigned staff.
Effectively interview and communicate with clients both in English and Spanish.
Explain procedures and policies; provide information effectively.
Understand, apply, and explain applicable codes and regulations.
Provide crisis intervention.
Assess the needs of program clients.
Deal successfully with the public, in person and over the telephone, often where relations may be confrontational or strained.
Coordinate community resources and make appropriate referrals to aid victims.
Recruit, train and supervise volunteers.
Prepare and present effective written or oral reports regarding victims and the victim/witness program.
Elicit pertinent information from crime victims to assist in filing claims and/or providing necessary support services.
Work with minimum supervision.
Maintain accurate case records and accounts.
Type at a speed necessary for successful job performance.
Communicate effectively in English and Spanish both verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.

~~Bilingual~~ Victim Witness ~~Coordinator/Advocate~~Program Manager

Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE:
Any combination of education and experience that provides equivalent knowledge, skills, and abilities is qualifying. The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

- Bachelor of Arts/Science degree from an accredited college or university in a related field preferred;
- One (1) year of related experience that would demonstrate possession of the above knowledge and abilities.
- ~~Any combination of education and experience that provides equivalent knowledge, skills, and abilities.~~
- Bi-lingual (Spanish/English~~).~~) preferred
- Possess and maintain a valid California Driver's License.
- Possess or obtain within one (1) year an entry-level Victim Advocate Certificate.

WORKING CONDITIONS:
The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderately quiet.*
- *Hazards are minimal.*
- *Work may involve stressful situations, including dealing with confrontational or strained behavior of clients.*

ESSENTIAL PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

Attachment: Victim Witness Program Manager REDLINE 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Victim Witness Program Manager REDLINE 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

COUNTY OF COLUSA

Established: 06/08/2021
Revised: TBD
Salary Range: PF38
FLSA: Exempt

VICTIM WITNESS PROGRAM MANAGER

Disclaimer*: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Manages the services and activities of the Victim/Witness Program including program policies and procedures; and may provide bilingual (Spanish/English) assistance for victims through the judicial process. The Victim Witness Program Manager is the full programmatic supervisor and administrator of this specialized area.

SUPERVISION RECEIVED:

Receives administrative direction from the District Attorney and/or Chief Deputy District Attorney.

SUPERVISION EXERCISED:

Provides direct supervision of Victim/Witness Advocate(s), support staff and volunteers.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the County and its elected and appointed officials. Exhibits the duty of loyalty as an employer's representative.

2. Provides courteous and timely service to the public as the ultimate employer.

3. Works cooperatively with other county employees.

B. Essential Job Specific Duties:

1. Oversees and manages the overall activities of the Victim/Witness Assistance Program; formulates policies and procedures; makes recommendations for implementation; ensures departmental compliance with procedures implemented; monitors results to determine impact.

Attachment: Victim Witness Program Manager FINAL 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

2. Communicates and coordinates with a wide variety of agencies and community resources in providing a network of services for victims of crime in need of professional counseling and/or emergency assistance; maintains current listing of service providers.
3. Initiates immediate contact to begin establishing a relationship with victims of crime; interviews victims and witnesses; assesses situation; counsels victims as appropriate; develops case plans to provide necessary services; provides information on victim assistance programs and resources; advises victims of the judicial process; provides support at court hearings.
4. Conducts follow-up reviews to assess situation; maintains contact with victims to provide counseling and advice on case status; assists in completing documentation and filing of claims; assists victims in the recovery of property in evidence and restitution.

C. Other Job Specific Duties

1. Compiles and types various legal documents, narrative and statistical reporting, correspondence, and other data in the daily performance of duties; reviews data to verify accurate and complete information; ensures applicable data is properly filed with the court; ensures all related information is filed and maintained in a systemized manner to ensure ease of retrieval; reviews completed forms to verify complete and accurate data.
2. Organizes and manages the activities of staff assigned to the victim/witness assistance program to ensure needed services are available for clients; evaluates staff performance; plans and coordinates training and development activities for assigned staff to ensure staff is knowledgeable of the current mandated statutes.
3. Assists victims of crime in English and/or Spanish in writing and filing victim impact statements, requesting Criminal Protective Orders, and other documents filed with the court; assists in the completion of forms, documents and filing of claims; acts as victim advocate in obtaining reimbursement and restitution.
4. Researches and interprets codes and statutes relating to rights of victims of crime.
5. Provides transportation for victims and witnesses for court and other related appointments.
6. Assists with ordering of restitution; refers to appropriate County agency for collection and disbursement of restitution payments; may receive and disburse restitution payments.
7. Prepares and submits applications for grant funds; compiles and analyzes data; compiles stats and performance data; confers with judicial personnel, law enforcement agencies, community groups and victims of crime to determine needs; obtains required authorizations; submits completed forms to appropriate agencies.
8. Provides information, guidance and training to criminal justice agencies, community and service groups, educational personnel, and the public at large on issues related to victim's rights.
9. Attends required meetings, seminars, and training sessions.
10. Orders and maintains inventory of supplies, equipment, and periodicals related to assigned duties.
11. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:

Attachment: Victim Witness Program Manager FINAL 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the job's essential duties and responsibilities.

Knowledge of:
Community and state resources available to aid victims of crime.
Procedures and regulations related to the victim/witness program.
Interviewing techniques; including crisis intervention counseling techniques and principles.
Sociological, psychological and cultural aspects of crime and victims of crime.
Practices and terminology related to the criminal justice system.
Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, often where relations may be confrontational or strained.
Correct business English, including spelling, grammar, and punctuation.
Basic principles and techniques for preparing and controlling budgets.
Record keeping principles and practices.
Modern office procedures and equipment including computers.
Word processing and other related software applications.

Ability to:

Assist victims or witnesses of crimes with progression through the criminal justice system in a timely and reasonable manner.
Oversee and manage the daily work of assigned staff.
Effectively interview and communicate with clients both in English and Spanish.
Explain procedures and policies; provide information effectively.
Understand, apply, and explain applicable codes and regulations.
Provide crisis intervention.
Assess the needs of program clients.
Deal successfully with the public, in person and over the telephone, often where relations may be confrontational or strained.
Coordinate community resources and make appropriate referrals to aid victims.
Recruit, train and supervise volunteers.
Prepare and present effective written or oral reports regarding victims and the victim/witness program.
Elicit pertinent information from crime victims to assist in filing claims and/or providing necessary support services.
Work with minimum supervision.
Maintain accurate case records and accounts.
Type at a speed necessary for successful job performance.
Communicate effectively in English and Spanish both verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with those contacted in the course of work.

Attachment: Victim Witness Program Manager FINAL 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

EDUCATION AND EXPERIENCE:

Any combination of education and experience that provides equivalent knowledge, skills, and abilities is qualifying. The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.

- Bachelor of Arts/Science degree from an accredited college or university in a related field preferred;
- One (1) year of related experience that would demonstrate possession of the above knowledge and abilities.
- Bi-lingual (Spanish/English) preferred
- Possess and maintain a valid California Driver's License.
- Possess or obtain within one (1) year an entry-level Victim Advocate Certificate.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderately quiet.*
- *Hazards are minimal.*
- *Work may involve stressful situations, including dealing with confrontational or strained behavior of clients.*

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Victim Witness Program Manager FINAL 6.8.21 (6612 : Classification Study - Victim Witness Coordinator/Advocate)

April 9, 2021 J.Church

Victim Witness Program Manager

Surveyed Agency	Classification Title	Monthly Base Salary Minmum	Step 6 of range comparison								Monthly Total Compensation	Supervisory	Education	Exp	
Colusa County	**Victim Witness Coordinator Advocate (NE)- Change to VW Prog Manager**	**$4,933**	**$6,319**	**manages the program and reports to the DA**							**$6,319**				
Amador County	Victim Witness Program Manager (E)	$5,389	$6,550	manages the program and reports to the DA							$6,550	X	BA	1 yr	PF34 to 38
Butte County	Victim Witness Coordinator (E)	$4,418	$5,640	manages the program and reports to DA Management							$5,640	X	12 sem units	2 yrs	
Glenn County	Program Manager (E)	$6,030	$7,330	manages the program and reports to the Director (DA)							$7,330	X	BA	1 yr	
Lake County	Victim Witness Program Admin (E)	$4,604	$5,597	manages the program and reports to the DA							$5,597	X 4 yrs	BA	4 yrs	
Shasta County	Program Manager I (E)	$5,683	$7,253	manages the program and reports to higher level management							$7,253	X		5 yr	
Sutter County	**Program Manager (E)**	**$5,821**	**$7,076**	**Program Manager - VW - Possession of LCSW or MFT license preferred, masters, 4 yrs psych or social worker exp required, supervision recently removed from job spec**							**$7,076**	X (1 yrs)	BA	1 yr	
Tehama County	Victim Witness Coordinator (E)	$4,930	$5,993								$5,993	Manager of VW Program Masters requirement			
Yolo County	Victim Services Program Mgr (E)	$5,803	$7,054	manages the program and reports to the DA							$7,054	X	BA	3-5 yrs	
Yuba County	**No Comparable**			**VW Prog Manager requires MFT licensure and Masters**								X	BA	4 yrs	
												4 years psych exp with 1 year as clinical social worker			

Base Salary Median	**$6,802**		Total Compensation Median	**$6,802**
Base Salary Mean	**$6,562**		Total Compensation Mean	**$6,562**
Percentage Above or Below Median	**-7.64%**		**Percentage Above or Below Median**	**-7.64%**
Percentage Above or Below Mean	**-3.84%**		**Percentage Above or Below Mean**	**-3.84%**
Base Salary 45th Percentile	**$6,626**		Total Compensation 45th Percentile	**$6,626**
Base Salary 55th Percentile	**$6,978**		Total Compensation 55th Percentile	**$6,978**
Percentage Above or Below 45th Percentile	**-4.85%**		**Percentage Above or Below 45th Percentile**	**-4.85%**
Percentage Above or Below 55th Percentile	**-10.44%**		**Percentage Above or Below 55th Percentile**	**-10.44%**
Percentile of District class base salary within total labor market	**37.5%**		**Percentile of District class total compensation within labor market**	**37.5%**
Rank in Market	6		Rank in Market	6
Number of Base Salary Matches	8		Number of Total Compensation Matches	8

Attachment: Victim Witness Program Manager Compensation Study 4-9-21 (6612 : Classification Study -

Victim Witness Program Manager
Salary Ranks Based on Years of Service

	Start	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	10 yr	12 yr	14 yr	15 yr	16 yr	18 yr	20 yr	22 yr	24 yr	25 yr	30 yr	35 yr	40 yr
Colusa	4,933	5,180	5,439	5,711	5,997	6,297	6,297	6,454	6,615	6,780	6,950	6,950	7,124	7,302	7,485	7,672	8,056	8,056	8,056	8,056	8,056
Amador	5,389	5,658	5,941	6,238	6,550	6,550	6,550	6,550	6,714	6,714	6,714	6,882	6,882	6,882	7,054	7,054	7,054	7,054	7,054	7,054	7,054
Butte	4,418	4,639	4,871	5,115	5,371	5,640	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922	5,922
Glenn	6,030	6,332	6,649	6,981	7,330	7,330	7,330	7,330	7,697	7,697	7,697	7,770	7,770	7,770	7,843	7,843	7,843	7,916	7,990	7,990	7,990
Lake	4,604	4,834	5,076	5,330	5,597	5,597	5,597	5,597	5,737	5,737	5,737	5,880	5,880	5,880	6,027	6,027	6,027	6,178	6,332	6,490	6,652
Shasta	5,683	5,967	6,265	6,578	6,907	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,252	7,615	7,615	7,615	7,615	7,615	7,615	7,615
Sutter	5,821	6,112	6,418	6,739	7,076	7,076	7,076	7,076	7,430	7,430	7,430	7,616	7,616	7,616	7,806	7,806	7,806	8,001	8,201	8,201	8,201
Tehama	4,930	5,177	5,436	5,708	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993	5,993
Yolo	5,803	6,093	6,398	6,718	7,054	7,054	7,054	7,054	7,230	7,230	7,230	7,411	7,411	7,411	7,411	7,411	7,411	7,411	7,411	7,411	7,411
Rank	6	6	6	6	6	6	6	6	6	5	5	5	5	4	4	3	1	1	2	2	2

Note: the monthly salary on this table differs from the salary noted on the job class/salary schedule due to using a formula to add 5% or 2.5% between steps rather than actual amounts listed on the job class/salary schedule.

Attachment: Victim Witness Program Manager - Salary Ranks Based on Years of Service (6612 :

RESOLUTION NO. 21-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS RECLASSIFYING A DISTRIC ATTORNEY'S OFFICE BILINGUAL VICTIM WITNESS COORDINATOR/ADVOCATE TO A NEWLY CREATED VICTIM WITNESS PROGRAM MANAGER CLASSIFICATION

WHEREAS, a position in the District Attorney's Office has been identified as having duties that are not necessarily aligned with their current classification and they have taken on expanded responsibilities that warranted a classification study;

WHEREAS, in Fiscal Year 2020-21 the Human Resources Director conducted a classification study on the Bilingual Victim Witness Coordinator/Advocate within the Department, and

WHEREAS, based on the classification study results and information from the Department concerning the structure and future working conditions of the Department, the Human Resources Director recommends a reclassification is warranted;

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves, adopts and takes the following actions for the job descriptions, salary ranges, allocation of positions and reclassifications:

A. Adopt the attached job description for the new classification of Victim Witness Program Manager at salary range PF38 ($4,933 - $6,319/mo.) and allocate the classification to the Professional Unit.

C. Effective February 1, 2021, reclassify one Bilingual Victim Witness Coordinator/Advocate, PF34 ($4,468 - $5,724/mo.) in the District Attorney's Office, to the new classification of Victim Witness Program Manager PF38 ($4,933 - $6,319/mo.).

D. Amend the Position Allocation Schedule for the District Attorney's Office (2036) to delete the Bilingual Victim Witness Coordinator/Advocate (1FTE) and add the Victim Witness Program Manager.

PASSED AND ADOPTED this 8th day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: Resolution to Reclass Victim Witness Coordinator-Advocate to Victim Witness Program Manager [Revision 2] (6612 :

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 6/8/21

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours
ACCOUNT CLERK I	MSC08	2,322	2,439	2,561	2,692	2,829	2,973	3,048	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,813	162.5
ACCOUNT CLERK II	MSC12	2,561	2,692	2,829	2,973	3,125	3,284	3,368	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,212	162.5
ACCOUNT CLERK III	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
ACCOUNT CLERK SUPERVISOR	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
ACCOUNTANT I	PF 26	3,663	3,849	4,046	4,251	4,468	4,695	4,812	4,933	5,057	5,184	5,314	5,447	5,583	5,724	6,014	162.5
ACCOUNTANT II	PF 30	4,046	4,251	4,468	4,695	4,933	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,640	162.5
ACCOUNTANT/AUDITOR I	PF 28	3,849	4,046	4,251	4,468	4,695	4,933	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,319	162.5
ACCOUNTANT/AUDITOR II	PF 32	4,251	4,468	4,695	4,933	5,184	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,977	162.5
ACCOUNTANT/AUDITOR III	PF 36	4,695	4,933	5,184	5,447	5,724	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,703	162.5
ACCOUNTING TECHNICIAN	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
ADMIN SECRETARY I	MSC19	3,048	3,204	3,368	3,539	3,719	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	5,010	162.5
ADMIN SECRETARY II	MSC23	3,368	3,539	3,719	3,908	4,108	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,533	162.5
AG BIO STND OFF I	PF 25	3,574	3,755	3,947	4,147	4,358	4,580	4,695	4,812	4,933	5,057	5,184	5,314	5,447	5,583	5,867	162.5
AG BIO STND OFF II	PF 29	3,947	4,147	4,358	4,580	4,812	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,477	162.5
AG BIO STND OFF III	PF 33	4,358	4,580	4,812	5,057	5,314	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,807	7,152	162.5
AGRICULTURAL AIDE	FLAT	14.00/hour															162.5
AGRICULTURAL COMMISSIONER	DH 37	8,489	8,921	9,373	9,848	10,346	10,871	11,143	11,422	11,708	12,001	12,301	12,608	12,924	13,247	13,918	162.5
AIR POL STANDARDS OFF I	PF 21	3,236	3,401	3,574	3,755	3,947	4,147	4,251	4,358	4,468	4,580	4,695	4,812	4,933	5,057	5,314	162.5
AIR POL STANDARDS OFF II	PF 25	3,574	3,755	3,947	4,147	4,358	4,580	4,695	4,812	4,933	5,057	5,184	5,314	5,447	5,583	5,867	162.5
AIR POL STANDARDS OFF III	PF 29	3,947	4,147	4,358	4,580	4,812	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,477	162.5
ANIMAL CONTROL OFFICER	DSA13	2,885	3,032	3,186	3,348	3,519	3,699	3,791	3,887	3,984	4,084	4,186	4,291	4,399	4,510	4,739	173.3
APPRAISAL AIDE	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
APPRAISER I	PF 23	3,401	3,574	3,755	3,947	4,147	4,358	4,468	4,580	4,695	4,812	4,933	5,057	5,184	5,314	5,583	162.5
APPRAISER II	PF 27	3,755	3,947	4,147	4,358	4,580	4,812	4,933	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,165	162.5
APPRAISER III	PF 31	4,147	4,358	4,580	4,812	5,057	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,807	162.5
ASSESSMENT TECHNICIAN I	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
ASSESSMENT TECHNICIAN II	MSC20	3,125	3,284	3,453	3,628	3,813	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,136	162.5
ASSISTANT ASSESSOR	MGT24	6,179	6,492	6,822	7,168	7,532	7,914	8,112	8,316	8,525	8,738	8,958	9,182	9,412	9,647	10,135	162.5
ASSISTANT ENGINEER	PF 37	4,812	5,057	5,314	5,583	5,867	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,515	7,896	173.3
ASSISTANT PLANNER	PF 33	4,358	4,580	4,812	5,057	5,314	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,807	7,152	162.5
ASSISTANT SHERIFF	MGS20	8,453	8,881	9,331	9,803	10,299	10,820	11,090	11,368	11,652	11,944	12,243	12,549	12,863	13,185	13,853	173.3
ASSOCIATE CIVIL ENGINEER	PF 48	6,319	6,640	6,977	7,331	7,703	8,094	8,296	8,503	8,716	8,934	9,158	9,387	9,622	9,863	10,363	173.3
ASSOCIATE PLANNER	PF 36	4,695	4,933	5,184	5,447	5,724	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,703	162.5
ASSOCIATE SURVEYOR	MSC30	4,007	4,212	4,426	4,651	4,887	5,136	5,265	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,578	173.3
ASST AG COMM/SEALER W & M	MGT27	6,654	6,993	7,348	7,721	8,112	8,525	8,738	8,958	9,182	9,412	9,647	9,888	10,135	10,388	10,914	162.5
ASST AUDITOR/CONTROLLER	MGT28	6,822	7,168	7,532	7,914	8,316	8,738	8,958	9,182	9,412	9,647	9,888	10,135	10,388	10,648	11,188	162.5
ASST CHIEF PROBATION OFF	MGS16	7,655	8,044	8,453	8,881	9,331	9,803	10,048	10,299	10,556	10,820	11,090	11,368	11,652	11,944	12,549	162.5
ASST CLERK/RECORDER	MGT20	5,595	5,879	6,179	6,492	6,822	7,168	7,348	7,532	7,721	7,914	8,112	8,316	8,525	8,738	9,182	162.5
ASST DIR PUB WRK/ROAD COM	MGT38	8,738	9,182	9,647	10,135	10,648	11,188	11,468	11,755	12,049	12,350	12,659	12,975	13,299	13,631	14,321	173.3

Attachment: Job Class Table - General rev. 6.8.21 (6612 : Classification Study - Victim Witness

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 6/8/21

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours
ASST DIRECTOR PUBLIC WRKS	MGT32	7,532	7,914	8,316	8,738	9,182	9,647	9,888	10,135	10,388	10,648	10,914	11,188	11,468	11,755	12,350	173.3
ASST TREAS-TAX COLLECTOR	MGT15	4,940	5,191	5,457	5,735	6,027	6,333	6,492	6,654	6,822	6,993	7,168	7,348	7,532	7,721	8,112	162.5
ASST VETERANS SERV OFF	MSC19	3,048	3,204	3,368	3,539	3,719	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	5,010	162.5
AUDITOR/APPRAISER II	PF 32	4,251	4,468	4,695	4,933	5,184	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,977	162.5
AUDITOR/APPRAISER I	PF 28	3,849	4,046	4,251	4,468	4,695	4,933	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,319	162.5
BILING PUBLIC HEALTH ASST	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
BILINGUAL ACCT CLERK I	MSC08	2,322	2,439	2,561	2,692	2,829	2,973	3,048	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,813	162.5
BILINGUAL ACCT CLERK II	MSC12	2,561	2,692	2,829	2,973	3,125	3,284	3,368	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,212	162.5
BILINGUAL ACCT CLERK III	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
BILINGUAL LEGAL SECRETARY	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
BILINGUAL OFFICE ASST I	MSC02	2,003	2,105	2,211	2,322	2,439	2,561	2,626	2,692	2,760	2,829	2,900	2,973	3,048	3,125	3,284	162.5
BILINGUAL OFFICE ASST II	MSC06	2,211	2,322	2,439	2,561	2,692	2,829	2,900	2,973	3,048	3,125	3,204	3,284	3,368	3,453	3,628	162.5
BILINGUAL OFFICE ASST III	MSC10	2,439	2,561	2,692	2,829	2,973	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,719	3,813	4,007	162.5
BILINGUAL VOC ASSISTANT	MSC08	2,322	2,439	2,561	2,692	2,829	2,973	3,048	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,813	162.5
BILNG VIC WIT PRG COR/AD	PF 34	4,468	4,695	4,933	5,184	5,447	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,331	162.5
BLDG & GRD MAINT LEADWRKR	MSC25	3,539	3,719	3,908	4,108	4,317	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,813	162.5
BLDG & GRD MAINT SERV SUP	MGT10	4,366	4,586	4,819	5,064	5,322	5,595	5,735	5,879	6,027	6,179	6,333	6,492	6,654	6,822	7,168	162.5
BLDG & GRD MAINT WORKER I	MSC17	2,900	3,048	3,204	3,368	3,539	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,768	162.5
BLDG & GRD MAINT WORKR II	MSC21	3,204	3,368	3,539	3,719	3,908	4,108	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,265	162.5
BOOKING CLERK	DSA15	3,032	3,186	3,348	3,519	3,699	3,887	3,984	4,084	4,186	4,291	4,399	4,510	4,623	4,739	4,979	173.3
BUILDING INSPECTOR	MSC30	4,007	4,212	4,426	4,651	4,887	5,136	5,265	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,578	162.5
CAO-BUDGET MGMT ANALYST	MGT18	5,322	5,595	5,879	6,179	6,492	6,822	6,993	7,168	7,348	7,532	7,721	7,914	8,112	8,316	8,738	162.5
CASE MANAGER	MSC24	3,453	3,628	3,813	4,007	4,212	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,671	162.5
CHIEF ANIMAL CONT OFFICER	DSA17	3,186	3,348	3,519	3,699	3,887	4,084	4,186	4,291	4,399	4,510	4,623	4,739	4,857	4,979	5,232	173.3
CHIEF APPRAISER	MGT16	5,064	5,322	5,595	5,879	6,179	6,492	6,654	6,822	6,993	7,168	7,348	7,532	7,721	7,914	8,316	162.5
CHIEF DEP CLK-BRD OF SUPS	CNF32	4,212	4,426	4,651	4,887	5,136	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,911	162.5
CHIEF DEP CO CLRK-REC-REG	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
CHIEF DEPUTY DA	MGT35	8,112	8,525	8,958	9,412	9,888	10,388	10,648	10,914	11,188	11,468	11,755	12,049	12,350	12,659	13,299	162.5
CHIEF DPTY PROBATION OFFR	MGS06	5,987	6,287	6,602	6,933	7,285	7,655	7,847	8,044	8,246	8,453	8,664	8,881	9,103	9,331	9,803	162.5
CHIEF PROBATION OFFICER	DH 51	9,294	9,759	10,248	10,762	11,301	11,867	12,164	12,469	12,781	13,101	13,429	13,765	14,110	14,463	15,187	162.5
CHILD SUPPORT SERV DIR	DH 38	8,703	9,144	9,607	10,094	10,606	11,143	11,422	11,708	12,001	12,301	12,608	12,924	13,247	13,578	14,266	162.5
CHILD SUPPORT SUPERVISOR	MSC32	4,212	4,426	4,651	4,887	5,136	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,911	162.5
CHILD SUPT ASSISTANT I	MSC10	2,439	2,561	2,692	2,829	2,973	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,719	3,813	4,007	162.5
CHILD SUPT ASSISTANT II	MSC14	2,692	2,829	2,973	3,125	3,284	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,426	162.5
CHILD SUPT SPECIALIST I	MSC19	3,048	3,204	3,368	3,539	3,719	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	5,010	162.5
CHILD SUPT SPECIALIST II	MSC23	3,368	3,539	3,719	3,908	4,108	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,533	162.5
CHILD SUPT SPECIALIST III	MSC27	3,719	3,908	4,108	4,317	4,537	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,813	6,108	162.5
CLERICAL/EXTRA HELP	FLAT	14.00/hour															162.5
CLINICAL PROGRAM MGR	MGT19	5,457	5,735	6,027	6,333	6,654	6,993	7,168	7,348	7,532	7,721	7,914	8,112	8,316	8,525	8,958	162.5

Attachment: Job Class Table - General rev. 6.8.21 (6612 : Classification Study - Victim Witness

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 6/8/21

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours
CODE COMPLIANCE OFFICER	PF 33	4,358	4,580	4,812	5,057	5,314	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,807	7,152	162.5
CONFIDENTIAL LEGAL SECY	CNF18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
CONFIDENTIAL SR LEGAL SEC	CNF22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
CONSUMER/FAMILY MEMB SERV	MSC23	3,368	3,539	3,719	3,908	4,108	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,533	162.5
CONSUMER/FAMILY SUPT COOR	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
CORRECTIONAL CORPORAL	DSS20	4,335	4,555	4,786	5,029	5,286	5,555	5,695	5,837	5,984	6,134	6,287	6,445	6,607	6,772	7,117	173.3
CORRECTIONAL OFFICER	DSS17	4,024	4,229	4,443	4,669	4,906	5,156	5,286	5,419	5,555	5,695	5,837	5,984	6,134	6,287	6,607	173.3
COUNSELOR I	MSC24	3,453	3,628	3,813	4,007	4,212	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,671	162.5
COUNSELOR II	MSC28	3,813	4,007	4,212	4,426	4,651	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,813	5,958	6,261	162.5
COUNSELOR III	PF 31	4,147	4,358	4,580	4,812	5,057	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,807	162.5
COUNSELOR IV	PF 35	4,580	4,812	5,057	5,314	5,583	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,515	162.5
COUNTY ADMIN OFFICER	UDH53	12,610	13,248	13,918	14,623	15,364	16,142	16,545	16,960	17,384	17,818	18,263	18,720	19,189	19,668	20,665	162.5
COUNTY COUNSEL	UDH55	13,248	13,918	14,623	15,364	16,142	16,960	17,384	17,818	18,263	18,720	19,189	19,668	20,160	20,665	21,711	162.5
COUNTY LIBRARIAN	DH 32	7,503	7,883	8,282	8,703	9,144	9,607	9,848	10,094	10,346	10,606	10,871	11,143	11,422	11,708	12,301	162.5
COUNTY VETERANS SERV OFF	MGT10	4,366	4,586	4,819	5,064	5,322	5,595	5,735	5,879	6,027	6,179	6,333	6,492	6,654	6,822	7,168	162.5
CRISIS REPONSE PHN/RN	PF 54	8,156	8,564	8,993	9,443	9,916	10,412	10,673	10,940	11,214	11,495	11,783	12,078	12,380	12,690	13,325	162.5
CRISIS RESPONSE LVN	PFA40	5,154	5,416	5,691	5,981	6,284	6,603	6,769	6,940	7,114	7,292	7,474	7,661	7,853	8,049	8,457	162.5
CUSTODIAN	MSC06	2,211	2,322	2,439	2,561	2,692	2,829	2,900	2,973	3,048	3,125	3,204	3,284	3,368	3,453	3,628	162.5
DA CHIEF INVESTIGATOR	MGS08	6,287	6,602	6,933	7,285	7,655	8,044	8,246	8,453	8,664	8,881	9,103	9,331	9,564	9,803	10,299	173.3
DA ENFORCEMENT OFFICER	DSA22	3,607	3,791	3,984	4,186	4,399	4,623	4,739	4,857	4,979	5,104	5,232	5,363	5,497	5,634	5,921	173.3
DA INVESTIGATOR	DSS27	5,156	5,419	5,695	5,984	6,287	6,607	6,772	6,943	7,117	7,295	7,477	7,665	7,857	8,053	8,463	173.3
DEP CLERK-BOARD OF SUP I	CNF18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
DEP CLERK-BOARD OF SUP II	CNF22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
DEPARTMENT SECRETARY	MSC15	2,760	2,900	3,048	3,204	3,368	3,539	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,537	162.5
DEPT INF SYSTEMS COORD	PF 43	5,583	5,867	6,165	6,477	6,807	7,152	7,331	7,515	7,703	7,896	8,094	8,296	8,503	8,716	9,158	162.5
DEPUTY AIR POLL CNTRL OFF	MGT13	4,701	4,940	5,191	5,457	5,735	6,027	6,179	6,333	6,492	6,654	6,822	6,993	7,168	7,348	7,721	162.5
DEPUTY CLERK REC REGSTR I	MSC14	2,692	2,829	2,973	3,125	3,284	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,426	162.5
DEPUTY CLERK REC RGSTR II	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
DEPUTY COUNTY COUNSEL	MGT24	6,179	6,492	6,822	7,168	7,532	7,914	8,112	8,316	8,525	8,738	8,958	9,182	9,412	9,647	10,135	162.5
DEPUTY DIRECTOR CLINICAL	MGT32	7,532	7,914	8,316	8,738	9,182	9,647	9,888	10,135	10,388	10,648	10,914	11,188	11,468	11,755	12,350	162.5
DEPUTY DIR-SOCIAL SERVICE	MGT32	7,532	7,914	8,316	8,738	9,182	9,647	9,888	10,135	10,388	10,648	10,914	11,188	11,468	11,755	12,350	162.5
DEPUTY DIST ATTORNEY I	PF 44	5,724	6,014	6,319	6,640	6,977	7,331	7,515	7,703	7,896	8,094	8,296	8,503	8,716	8,934	9,387	162.5
DEPUTY DIST ATTORNEY II	PF 48	6,319	6,640	6,977	7,331	7,703	8,094	8,296	8,503	8,716	8,934	9,158	9,387	9,622	9,863	10,363	162.5
DEPUTY DIST ATTORNEY III	PF 52	6,977	7,331	7,703	8,094	8,503	8,934	9,158	9,387	9,622	9,863	10,110	10,363	10,622	10,888	11,435	162.5
DEPUTY PROBATION OFFCR I	DSS15	3,829	4,024	4,229	4,443	4,669	4,906	5,029	5,156	5,286	5,419	5,555	5,695	5,837	5,984	6,287	162.5
DEPUTY PROBATION OFFCR II	DSS19	4,229	4,443	4,669	4,906	5,156	5,419	5,555	5,695	5,837	5,984	6,134	6,287	6,445	6,607	6,943	162.5
DEPUTY SHERIFF	DSS24	4,786	5,029	5,286	5,555	5,837	6,134	6,287	6,445	6,607	6,772	6,943	7,117	7,295	7,477	7,857	173.3
DEPUTY SHERIFF TRAINEE	FLAT	2,459/month															173.3
DHHS BUDGET ANALYST	PF 35	4,580	4,812	5,057	5,314	5,583	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,515	162.5

Attachment: Job Class Table - General rev. 6.8.21 (6612 : Classification Study - Victim Witness

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 6/8/21

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours
DHHS OFFICE MANAGER	MGT10	4,366	4,586	4,819	5,064	5,322	5,595	5,735	5,879	6,027	6,179	6,333	6,492	6,654	6,822	7,168	162.5
DIR HEALTH & HUMAN SERV	DH 45	10,346	10,871	11,422	12,001	12,608	13,247	13,578	13,918	14,266	14,624	14,990	15,365	15,750	16,143	16,963	162.5
DIR OF INFORMATION TECH	MGT29	6,993	7,348	7,721	8,112	8,525	8,958	9,182	9,412	9,647	9,888	10,135	10,388	10,648	10,914	11,468	162.5
DIR OF PUB WORKS-LIC ENG	DH 45	10,346	10,871	11,422	12,001	12,608	13,247	13,578	13,918	14,266	14,624	14,990	15,365	15,750	16,143	16,963	173.3
DIR OF PUB WORKS-UNLICENS	DH 41	9,373	9,848	10,346	10,871	11,422	12,001	12,301	12,608	12,924	13,247	13,578	13,918	14,266	14,624	15,365	173.3
DIRECTOR BEHAVIORAL HLTH	DH 42	9,607	10,094	10,606	11,143	11,708	12,301	12,608	12,924	13,247	13,578	13,918	14,266	14,624	14,990	15,750	162.5
DIRECTOR OF COMMUNITY DEV	DH 44	10,094	10,606	11,143	11,708	12,301	12,924	13,247	13,578	13,918	14,266	14,624	14,990	15,365	15,750	16,548	162.5
DIRECTOR OF NURSING	MGT29	6,993	7,348	7,721	8,112	8,525	8,958	9,182	9,412	9,647	9,888	10,135	10,388	10,648	10,914	11,468	162.5
DISPATCHER	DSA22	3,607	3,791	3,984	4,186	4,399	4,623	4,739	4,857	4,979	5,104	5,232	5,363	5,497	5,634	5,921	173.3
DISPATCHER SUPERVISOR	DSA28	4,186	4,399	4,623	4,857	5,104	5,363	5,497	5,634	5,776	5,921	6,069	6,221	6,378	6,538	6,871	173.3
DISPATCHER TRAINEE	DSA18	3,266	3,433	3,607	3,791	3,984	4,186	4,291	4,399	4,510	4,623	4,739	4,857	4,979	5,104	5,363	173.3
DPTY DIR CHILD SUPPORT	MGT21	5,735	6,027	6,333	6,654	6,993	7,348	7,532	7,721	7,914	8,112	8,316	8,525	8,738	8,958	9,412	162.5
ELEC HLTH REC COORDINATOR	MSC27	3,719	3,908	4,108	4,317	4,537	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,813	6,108	162.5
ELECTRNC HLTH RECORDS MGR	MGT12	4,586	4,819	5,064	5,322	5,595	5,879	6,027	6,179	6,333	6,492	6,654	6,822	6,993	7,168	7,532	162.5
ELIGIBILITY SPECIALIST I	MSC13	2,626	2,760	2,900	3,048	3,204	3,368	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,108	4,317	162.5
ELIGIBILITY SPECIALIST II	MSC17	2,900	3,048	3,204	3,368	3,539	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,768	162.5
ELIGIBILITY SPECIALST III	MSC21	3,204	3,368	3,539	3,719	3,908	4,108	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,265	162.5
ELIGIBILITY SUPERVISOR	MSC24	3,453	3,628	3,813	4,007	4,212	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,671	162.5
EMERGENCY SERVICES TECH	DSA22	3,607	3,791	3,984	4,186	4,399	4,623	4,739	4,857	4,979	5,104	5,232	5,363	5,497	5,634	5,921	173.3
EMP & TRAIN SPECIALIST I	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
EMP & TRAIN SPECIALIST II	MSC20	3,125	3,284	3,453	3,628	3,813	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,136	162.5
EMP & TRAIN SPECIALST III	MSC24	3,453	3,628	3,813	4,007	4,212	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,671	162.5
ENGINEER TECH TRAINEE	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	173.3
ENGINEER TECHNICIAN I	MSC26	3,628	3,813	4,007	4,212	4,426	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,958	173.3
ENGINEER TECHNICIAN II	MSC30	4,007	4,212	4,426	4,651	4,887	5,136	5,265	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,578	173.3
ENGINEER TECHNICIAN III	MSC34	4,426	4,651	4,887	5,136	5,397	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,742	6,911	7,261	173.3
ENV HEALTH AIDE	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
ENV HEALTH MANAGER	MGT27	6,654	6,993	7,348	7,721	8,112	8,525	8,738	8,958	9,182	9,412	9,647	9,888	10,135	10,388	10,914	162.5
ENV HLTH SPECIALIST I	PF 28	3,849	4,046	4,251	4,468	4,695	4,933	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,319	162.5
ENV HLTH SPECIALIST II	PF 32	4,251	4,468	4,695	4,933	5,184	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,977	162.5
ENV HLTH SPECIALIST III	PF 38	4,933	5,184	5,447	5,724	6,014	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,515	7,703	8,094	162.5
EQUIP MAINT SUPERVISOR	MSC35	4,537	4,768	5,010	5,265	5,533	5,813	5,958	6,108	6,261	6,418	6,578	6,742	6,911	7,084	7,443	173.3
EQUIP MECHANIC	MSC25	3,539	3,719	3,908	4,108	4,317	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,813	173.3
EXTRA HELP	FLAT	14.00/hour to 65.00/hour															162.5
FIELD RESEARCH ASSOCIAT	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
FINANCIAL ELIG COORD	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
FISCAL ADMIN OFFICER	MGT16	5,064	5,322	5,595	5,879	6,179	6,492	6,654	6,822	6,993	7,168	7,348	7,532	7,721	7,914	8,316	162.5
FISCAL PROGRAM ANALYST	MSC31	4,108	4,317	4,537	4,768	5,010	5,265	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,418	6,742	162.5
HEALTH EDUCATOR	PF 30	4,046	4,251	4,468	4,695	4,933	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,640	162.5

Attachment: Job Class Table - General rev. 6.8.21 (6612 : Classification Study - Victim Witness

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours
HEALTH PRG SPECIALIST I	PF 26	3,663	3,849	4,046	4,251	4,468	4,695	4,812	4,933	5,057	5,184	5,314	5,447	5,583	5,724	6,014	162.5
HEALTH PRG SPECIALIST II	PF 30	4,046	4,251	4,468	4,695	4,933	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,640	162.5
HEALTH PRG SPECIALIST III	PF 34	4,468	4,695	4,933	5,184	5,447	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,331	162.5
HEALTH PRG SPECIALIST SUP	PF 40	5,184	5,447	5,724	6,014	6,319	6,640	6,807	6,977	7,152	7,331	7,515	7,703	7,896	8,094	8,503	162.5
HEAVY EQUIP MECHANIC	MSC29	3,908	4,108	4,317	4,537	4,768	5,010	5,136	5,265	5,397	5,533	5,671	5,813	5,958	6,108	6,418	173.3
HUMAN RESOURCE ANALYST	CNF35	4,537	4,768	5,010	5,265	5,533	5,813	5,958	6,108	6,261	6,418	6,578	6,742	6,911	7,084	7,443	162.5
HUMAN RESOURCE TECHNICIAN	CNF23	3,368	3,539	3,719	3,908	4,108	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,533	162.5
HUMAN RESOURCES DIRECTOR	UDH35	8,082	8,491	8,922	9,374	9,849	10,347	10,607	10,872	11,144	11,423	11,709	12,002	12,302	12,610	13,248	162.5
HUMAN SERVICES SUPERVISOR	MSC30	4,007	4,212	4,426	4,651	4,887	5,136	5,265	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,578	162.5
INFO SYSTEMS ANALYST	MSC35	4,537	4,768	5,010	5,265	5,533	5,813	5,958	6,108	6,261	6,418	6,578	6,742	6,911	7,084	7,443	162.5
INFORMATION SYSTEMS TECH	MSC32	4,212	4,426	4,651	4,887	5,136	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,911	162.5
LEAD CUSTODIAN	MSC09	2,378	2,498	2,626	2,760	2,900	3,048	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,719	3,908	162.5
LEAD TRANSIT SPECIALIST	MSC27	3,719	3,908	4,108	4,317	4,537	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,813	6,108	173.3
LEGAL ADMINISTRATIVE ASST	CNF32	4,212	4,426	4,651	4,887	5,136	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,911	162.5
LEGAL SECRETARY	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
LIBRARIAN	PF 23	3,401	3,574	3,755	3,947	4,147	4,358	4,468	4,580	4,695	4,812	4,933	5,057	5,184	5,314	5,583	162.5
LIBRARY ASSISTANT I	MSC05	2,156	2,264	2,378	2,498	2,626	2,760	2,829	2,900	2,973	3,048	3,125	3,204	3,284	3,368	3,539	162.5
LIBRARY ASSISTANT II	MSC09	2,378	2,498	2,626	2,760	2,900	3,048	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,719	3,908	162.5
LIBRARY ASSISTANT III	MSC12	2,561	2,692	2,829	2,973	3,125	3,284	3,368	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,212	162.5
LICENSED PSYCHIATRIC TECH	PFA31	4,123	4,333	4,553	4,784	5,028	5,283	5,416	5,552	5,691	5,834	5,981	6,131	6,284	6,442	6,769	162.5
LICENSED VOCATIONAL NURSE	PFA26	3,643	3,828	4,022	4,226	4,441	4,667	4,784	4,905	5,028	5,154	5,283	5,416	5,552	5,691	5,981	162.5
LIEUTENANT	MGS10	6,602	6,933	7,285	7,655	8,044	8,453	8,664	8,881	9,103	9,331	9,564	9,803	10,048	10,299	10,820	173.3
LITERACY PROGRAM COORDINA	PF 23	3,401	3,574	3,755	3,947	4,147	4,358	4,468	4,580	4,695	4,812	4,933	5,057	5,184	5,314	5,583	162.5
MARKETING & ADMIN SPECIAL	MSC19	3,048	3,204	3,368	3,539	3,719	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	5,010	162.5
MEDICAL BILLING SPEC	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
MENTAL HEALTH SPECIALIST	PF 28	3,849	4,046	4,251	4,468	4,695	4,933	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,319	162.5
MENTAL HLTH CLINICAL SUPV	MGT18	5,322	5,595	5,879	6,179	6,492	6,822	6,993	7,168	7,348	7,532	7,721	7,914	8,112	8,316	8,738	162.5
MHSA COORD GRANT WRITER	PF 29	3,947	4,147	4,358	4,580	4,812	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,477	162.5
MHSA FAMILY FACILITATOR	PF 35	4,580	4,812	5,057	5,314	5,583	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,515	162.5
MHSA FAMILY SPECIALIST	PF 32	4,251	4,468	4,695	4,933	5,184	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,977	162.5
MIGRANT HSG PROG MNGR	MGT02	3,589	3,769	3,959	4,158	4,366	4,586	4,701	4,819	4,940	5,064	5,191	5,322	5,457	5,595	5,879	162.5
MIGRANT HSG RES MANAGER	MSC17	2,900	3,048	3,204	3,368	3,539	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,768	162.5
MOBILE COMP LAB AST/DRIVR	MSC05	2,156	2,264	2,378	2,498	2,626	2,760	2,829	2,900	2,973	3,048	3,125	3,204	3,284	3,368	3,539	162.5
OFFICE ASSISTANT I	MSC02	2,003	2,105	2,211	2,322	2,439	2,561	2,626	2,692	2,760	2,829	2,900	2,973	3,048	3,125	3,284	162.5
OFFICE ASSISTANT II	MSC06	2,211	2,322	2,439	2,561	2,692	2,829	2,900	2,973	3,048	3,125	3,204	3,284	3,368	3,453	3,628	162.5
OFFICE ASSISTANT III	MSC10	2,439	2,561	2,692	2,829	2,973	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,719	3,813	4,007	162.5
OFFICE ASSISTANT SUPERVIS	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
OPERATIONS SUPERVISOR	MSC24	3,453	3,628	3,813	4,007	4,212	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,671	173.3
PARENT PARTNER	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5

Attachment: Job Class Table - General rev. 6.8.21 (6612 : Classification Study - Victim Witness

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 6/8/21

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours
PARKS AND REC ATTENDANT	MSC17	2,900	3,048	3,204	3,368	3,539	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,768	173.3
PARKS AND REC LEADWORKER	MSC19	3,048	3,204	3,368	3,539	3,719	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	5,010	173.3
PATIENT'S RIGHTS ADVOCATE	FLAT	14.00/hour															162.5
PAYROLL SPECIALIST	CNF32	4,212	4,426	4,651	4,887	5,136	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,911	162.5
PEER SUPPORT SPECIALIST	MSC10	2,439	2,561	2,692	2,829	2,973	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,719	3,813	4,007	162.5
PERMIT TECHNICIAN	MSC23	3,368	3,539	3,719	3,908	4,108	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,533	162.5
PLNG COMMISSIONERS	FLAT	50.00/meeting															162.5
PROBATION ASSISTANT	DSS01	2,711	2,849	2,993	3,143	3,301	3,467	3,554	3,643	3,735	3,829	3,925	4,024	4,125	4,229	4,443	162.5
PROGRAM MANAGER II	MGT23	6,027	6,333	6,654	6,993	7,348	7,721	7,914	8,112	8,316	8,525	8,738	8,958	9,182	9,412	9,888	162.5
PSYCHIATRIST	PF 53	21,680	22,766	23,905	25,102	26,358	27,676	28,368	29,078	29,806	30,552	31,317	32,100	32,903	33,727	35,414	162.5
PUBLIC AUTHORITY SERV MGR	PF 36	4,695	4,933	5,184	5,447	5,724	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,703	162.5
PUBLIC HEALTH ASSISTANT	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
PUBLIC HEALTH NURSE I	PF 38	4,933	5,184	5,447	5,724	6,014	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,515	7,703	8,094	162.5
PUBLIC HEALTH NURSE II	PF 42	5,447	5,724	6,014	6,319	6,640	6,977	7,152	7,331	7,515	7,703	7,896	8,094	8,296	8,503	8,934	162.5
PUBLIC HEALTH NURSE III	PF 46	6,014	6,319	6,640	6,977	7,331	7,703	7,896	8,094	8,296	8,503	8,716	8,934	9,158	9,387	9,863	162.5
PUBLIC WORKS PROGRAM MGR	PF 39	5,057	5,314	5,583	5,867	6,165	6,477	6,640	6,807	6,977	7,152	7,331	7,515	7,703	7,896	8,296	173.3
PUBLIC WORKS SUPERVISOR	MSC32	4,212	4,426	4,651	4,887	5,136	5,397	5,533	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,911	173.3
PUBLIC WORKS SUPT	MGT16	5,064	5,322	5,595	5,879	6,179	6,492	6,654	6,822	6,993	7,168	7,348	7,532	7,721	7,914	8,316	173.3
PURCHASING COORDINATOR	MSC24	3,453	3,628	3,813	4,007	4,212	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,671	162.5
PURCHASING TECHNICIAN	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
QUALITY ASSURANCE COORD	PF 39	5,057	5,314	5,583	5,867	6,165	6,477	6,640	6,807	6,977	7,152	7,331	7,515	7,703	7,896	8,296	162.5
REGISTERED NURSE	PF 35	4,580	4,812	5,057	5,314	5,583	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,515	162.5
ROAD MAINT LEADWORKER	MSC29	3,908	4,108	4,317	4,537	4,768	5,010	5,136	5,265	5,397	5,533	5,671	5,813	5,958	6,108	6,418	173.3
ROAD MAINT WORKER I	MSC14	2,692	2,829	2,973	3,125	3,284	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,426	173.3
ROAD MAINT WORKER II	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	173.3
ROAD MAINT WORKER III	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	173.3
ROAD MAINT WORKER IV	MSC26	3,628	3,813	4,007	4,212	4,426	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,958	173.3
SAFETY OFF-ASST RISK MGR	PFA36	4,667	4,905	5,154	5,416	5,691	5,981	6,131	6,284	6,442	6,603	6,769	6,940	7,114	7,292	7,661	162.5
SENIOR LEGAL SECRETARY	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	162.5
SENIOR NUTR PRG DRIVER	FLAT	14.00/hour															162.5
SENIOR PAYROLL SPECIALIST	CNF34	4,426	4,651	4,887	5,136	5,397	5,671	5,813	5,958	6,108	6,261	6,418	6,578	6,742	6,911	7,261	162.5
SERGEANT	DSS31	5,695	5,984	6,287	6,607	6,943	7,295	7,477	7,665	7,857	8,053	8,255	8,463	8,675	8,892	9,342	173.3
SHERIFF'S CHIEF DEPUTY	MGS14	7,285	7,655	8,044	8,453	8,881	9,331	9,564	9,803	10,048	10,299	10,556	10,820	11,090	11,368	11,944	173.3
SHERIFF'S CLERK	DSA02	2,200	2,311	2,427	2,550	2,679	2,814	2,885	2,958	3,032	3,108	3,186	3,266	3,348	3,433	3,607	173.3
SHERIFF'S RECORD CLERK	DSA11	2,744	2,885	3,032	3,186	3,348	3,519	3,607	3,699	3,791	3,887	3,984	4,084	4,186	4,291	4,510	173.3
SHERIFF'S TECHNICIAN	DSA22	3,607	3,791	3,984	4,186	4,399	4,623	4,739	4,857	4,979	5,104	5,232	5,363	5,497	5,634	5,921	173.3
SOCIAL SERV SUP & PUB GRD	PF 33	4,358	4,580	4,812	5,057	5,314	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,807	7,152	162.5
SOCIAL SERVICES ASSISTANT	MSC20	3,125	3,284	3,453	3,628	3,813	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,136	162.5
SOCIAL WORKER I	PF 23	3,401	3,574	3,755	3,947	4,147	4,358	4,468	4,580	4,695	4,812	4,933	5,057	5,184	5,314	5,583	162.5

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County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 6/8/21

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours
SOCIAL WORKER II	PF 27	3,755	3,947	4,147	4,358	4,580	4,812	4,933	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,165	162.5
SOCIAL WORKER III	PF 31	4,147	4,358	4,580	4,812	5,057	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,807	162.5
SOCIAL WORKER IV	PF 35	4,580	4,812	5,057	5,314	5,583	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,515	162.5
SOCIAL WORKER SUP I	PF 37	4,812	5,057	5,314	5,583	5,867	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,515	7,896	162.5
SOCIAL WORKER SUP II	PF 40	5,184	5,447	5,724	6,014	6,319	6,640	6,807	6,977	7,152	7,331	7,515	7,703	7,896	8,094	8,503	162.5
SPECIAL PROSECUTOR	PF 54	8,156	8,564	8,993	9,443	9,916	10,412	10,673	10,940	11,214	11,495	11,783	12,078	12,380	12,690	13,325	162.5
SR DPTY COUNTY COUNSEL	MGT41	9,412	9,888	10,388	10,914	11,468	12,049	12,350	12,659	12,975	13,299	13,631	13,972	14,321	14,680	15,423	162.5
STAFF SERVICES ANALYST I	PF 29	3,947	4,147	4,358	4,580	4,812	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,477	162.5
STAFF SERVICES ANALYST II	PF 35	4,580	4,812	5,057	5,314	5,583	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,515	162.5
STAFF SERVICES MANAGER	MGT23	6,027	6,333	6,654	6,993	7,348	7,721	7,914	8,112	8,316	8,525	8,738	8,958	9,182	9,412	9,888	162.5
SUPERVISING ASSESMNT TECH	MSC27	3,719	3,908	4,108	4,317	4,537	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,813	6,108	162.5
SUPERVISING PROBATION OFF	DSS25	4,906	5,156	5,419	5,695	5,984	6,287	6,445	6,607	6,772	6,943	7,117	7,295	7,477	7,665	8,053	162.5
SYSTEM SUPPORT ANALYST	MSC27	3,719	3,908	4,108	4,317	4,537	4,768	4,887	5,010	5,136	5,265	5,397	5,533	5,671	5,813	6,108	162.5
THERAPIST I	PF 29	3,947	4,147	4,358	4,580	4,812	5,057	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,477	162.5
THERAPIST II	PF 32	4,251	4,468	4,695	4,933	5,184	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,477	6,640	6,977	162.5
THERAPIST III	PF 36	4,695	4,933	5,184	5,447	5,724	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,703	162.5
TIME-MATERIAL & SFTY ASST	MSC24	3,453	3,628	3,813	4,007	4,212	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,265	5,397	5,671	173.3
TOBACCO CONT PROJ DIR	PF 30	4,046	4,251	4,468	4,695	4,933	5,184	5,314	5,447	5,583	5,724	5,867	6,014	6,165	6,319	6,640	162.5
TRAFFIC CONT TECH I	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	173.3
TRAFFIC CONT TECH II	MSC22	3,284	3,453	3,628	3,813	4,007	4,212	4,317	4,426	4,537	4,651	4,768	4,887	5,010	5,136	5,397	173.3
TRANSFER ANALYST	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	162.5
TRANSIT DRIVER	MSC16	2,829	2,973	3,125	3,284	3,453	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,651	173.3
TRANSIT MANAGER	MGT10	4,366	4,586	4,819	5,064	5,322	5,595	5,735	5,879	6,027	6,179	6,333	6,492	6,654	6,822	7,168	173.3
VICTIM WITNESS ADV I	MSC14	2,692	2,829	2,973	3,125	3,284	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,426	162.5
VICTIM WITNESS ADV II	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5
VICTIM WITNESS PRG MANAGER	PF 38	4,933	5,184	5,447	5,724	6,014	6,319	6,477	6,640	6,807	6,977	7,152	7,331	7,515	7,703	8,094	162.5
VOCATIONAL ASSISTANT	MSC08	2,322	2,439	2,561	2,692	2,829	2,973	3,048	3,125	3,204	3,284	3,368	3,453	3,539	3,628	3,813	162.5
WATER RESOURCE MANAGER	MGT22	5,879	6,179	6,492	6,822	7,168	7,532	7,721	7,914	8,112	8,316	8,525	8,738	8,958	9,182	9,647	162.5
WATER SYSTEMS OPERATOR	PF 35	4,580	4,812	5,057	5,314	5,583	5,867	6,014	6,165	6,319	6,477	6,640	6,807	6,977	7,152	7,515	173.3
WELFARE FRAUD INV I	DSS18	4,125	4,335	4,555	4,786	5,029	5,286	5,419	5,555	5,695	5,837	5,984	6,134	6,287	6,445	6,772	173.3
WELFARE FRAUD INV II	DSS20	4,335	4,555	4,786	5,029	5,286	5,555	5,695	5,837	5,984	6,134	6,287	6,445	6,607	6,772	7,117	173.3
WORK CREW SUPERVISOR	MSC14	2,692	2,829	2,973	3,125	3,284	3,453	3,539	3,628	3,719	3,813	3,908	4,007	4,108	4,212	4,426	162.5
WORK PROGRAM COORDINATOR	MSC18	2,973	3,125	3,284	3,453	3,628	3,813	3,908	4,007	4,108	4,212	4,317	4,426	4,537	4,651	4,887	162.5

TABLE UPDATES

10/01/20 1.6% COLA All Schedules

04/01/20 COLA 2.6% DSA, DSS, MGS, MGT

01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH

Attachment: Job Class Table - General rev. 6.8.21 (6612 : Classification Study - Victim Witness

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthl Hours

04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
07/01/16 ELE19 5% increase (POST incentive eliminated)
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Table - General rev. 6.8.21 (6612 : Classification Study - Victim Witness

COUNTY OF COLUSA, CA **4.2**

Request For County Board of Supervisors Action

MEETING DATE:	**June 8, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Step 4 Appointment for Assistant Ag Commissioner & Sealer of Weights and Measures**

Approve a Step 4 appointment for Ryan Jennings, Assistant Ag Commissioner & Sealer of Weights and Measures, MGT Range 27, $7,721 per month, effective June 1, 2021.
(4/5th vote required)

Detailed Description/Background of request

As a result of a recent competitive recruitment for the position of Assistant Ag Commissioner & Sealer of Weights and Measures, the Agricultural Commissioner's Office is seeking approval of an advance step hire for Ryan Jennings. Mr. Jennings possesses a Bachelor of Science in Agricultural Business and possesses CDFA certification in pesticide regulation, integrated pest management, weights and measures verification, transaction and product verification, pest prevention and plant regulation, commodity regulation, investigation and environmental monitoring, Deputy Agricultural Commissioner, and Deputy Sealer of Weights and Measures.

Mr. Jennings has over 16 years of experience in County agricultural inspections, weights and measures, monthly reporting, pest management, seed inspection and crop inspection, which includes over 4 years of service in the Colusa County Agricultural Commissioner's Office.

Per Chapter 45.8.6.2 an employee promoted to a position in a class with a higher salary range shall be paid at the higher rate closest to the employee's salary; on request of the appointing authority per Chapter 45.8.6.6 the board may approve by four-fifths vote placing an employee on a step of the salary range for a class either higher or lower.

Due to Mr. Jennings' extensive experience and certification in a broad range of agricultural areas and his expertise in the farming industry of Colusa County, he will require minimal time to onboard. For this reason, it is recommended that Mr. Jennings be placed at MGT Range 27, Step 4 ($7,721 per month) effective June 1, 2021.

Prior Board Action

None

Fiscal Impact/Funding Source

The total cost for the request for the remainder of the fiscal year is approximately $400. There are sufficient salary savings in the budget to cover the additional cost of the request due to the 4 month vacancy.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **4.3**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Step 3 Appointment for Fiscal Administrative Officer**

Approve a Step 3 appointment for Leeann Price, Fiscal Administrative Officer, MGT Range 16, $5,595 per month, effective June 1, 2021. **(4/5th vote required)**

Detailed Description/Background of request

As a result of a recent competitive recruitment for the position of Fiscal Administrative Officer, the Agricultural Commissioner's Office is seeking approval of an advance step hire for Leeann Price. This position requires a Bachelor's degree in Business Administration or Accounting and 5 years of increasingly responsible work experience in performing a variety of complex technical fiscal support work. Ms. Price has over 21 years of experience working in the Agricultural Commissioner's office with over 15 years of experience monitoring budgets and mid-year review, payroll, as well as accounting work in Air Pollution, Migrant Housing, Pesticide Mill Tax and Unclaimed Gas Tax.

Per Chapter 45.8.6.2 an employee promoted to a position in a class with a higher salary range shall be paid at the higher rate closest to the employee's salary; on request of the appointing authority per Chapter 45.8.6.6 the board may approve by four-fifths vote placing an employee on a step of the salary range for a class either higher or lower.

Due to Ms. Price's extensive experience in a broad range of accounting and fiscal areas in the Agricultural Commissioner's office she will require moderate onboarding. For this reason, it is recommended that Ms. Price be placed at MGT Range 16, Step 3 ($5,595 per month) effective June 1, 2021.

Prior Board Action

None

Fiscal Impact/Funding Source

None. The position was budgeted at a Step 4 for the current fiscal year in addition to the position being vacant for over 8 months.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Auditor**

FROM: **Ann Nordyke**

SUBJECT: **Approve Special Claims**

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: June 8, 2021

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Resolution Electing To Participate In The Victim Services And Public Safety Branch Child Advocacy Center Program

Adopt a Resolution authorizing the Colusa County Department of Health and Human Services to participate and administer the California Office of Emergency Services (Cal OES) Child Advocacy Center (KC) Program.

Detailed Description/Background of request

The California Office of Emergency Services (Cal OES) Child Advocacy Center (KC) Program funds affiliate, developing and accredited Child Advocacy Centers (CACs) in California who provide services to child abuse victims to reduce trauma to children and their families by using a multidisciplinary team approach.

The Colusa County Department of Health and Human Services was awarded a California Office of Emergency Services (CalOES) Child Advocacy Center Program (KC) grant to support our Multi-disciplinary Interview Center (MDIC) and Team. The current grant cycle is April 1, 2021 through March 31, 2022. The funds received support staff time, center equipment and training. The program is supported through the Victims of Crime Act (VOCA) Victim Assistance Fund.

Prior Board Action

Resolution 19-038 was adopted by the BOS on July 30, 2019 for the April 1, 2019-March 31, 2020 grant cycle.

Resolution 20-023 was adopted by the BOS on June 16, 2020 for the April 1, 2020-March 31, 2021 grant cycle.

Fiscal Impact/Funding Source

No impact on County General fund; the fiscal impact shall not exceed $122,768 in grant funding for reimbursement of costs associated with the program.

Action for the Clerk

Following execution of the Resolution please return a copy to DHHS.

ATTACHMENTS:

- Board Resolution 2021 (DOCX)

RESOLUTION NO. 21-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ELECTING TO PARTICIPATE IN THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES), VICTIM SERVICES AND PUBLIC SAFETY BRANCH CHILD ADVOCACY CENTER (KC) PROGRAM

WHEREAS, the County of Colusa, by and through its Department of Health and Human Services participates in the Cal OES, KC Program to fund affiliate, developing and accredited Child Advocacy Centers (CACs) in California who provide services to child abuse victims to reduce trauma to children and their families by using a multidisciplinary team approach;

WHEREAS, the Cal OES KC Program is supported through the Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program to support eligible crime victim assistance programs;

WHEREAS, the Department of Health and Human Services was awarded a grant for the term of April 1, 2021 through March 31, 2022 in the amount of $122,728 to support Colusa County's Multidisciplinary Interview Center (MDIC) with wage reimbursement for staff time, Cal OES approved trainings, and center equipment to move the MDIC toward accreditation and improve coordination of services to children who have experienced abuse or been exposed to a crime;

WHEREAS, the Department of Health and Human Services agrees to do all of following items:

1. Prepare and Submit to Cal OES Quarterly Reports Regarding Service Delivery to Victims;
2. Prepare and Submit to Cal OES Progress Reports on October 31, 2021 and April 30, 2022; and
3. Prepare and Submit to Cal OES a Final Report.

NOW THEREFORE BE IT RESOLVED, that the Colusa County Board of Supervisors authorizes the Department of Health and Human Services to be the lead Agency for the County Cal OES, KC Program to fund affiliate, developing and accredited Child Advocacy Centers (CACs) in California who provide services to child abuse victims to reduce trauma to children and their families by using a multidisciplinary team approach defined herein.

Attachment: Board Resolution 2021 [Revision 3] (6583 : Resolution for Participation in the Cal OES KC Program)

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

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

By_____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: Board Resolution 2021 [Revision 3] (6583 : Resolution for Participation in the Cal OES KC Program)

COUNTY OF COLUSA, CA **6.2**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Kirill Obraztsov**

SUBJECT: **MOU with Regional Housing Authority**

Approve the Memorandum of Understanding with **Regional Housing Authority** in regards to acquisition of funding for and pre-development activities related to the construction of affordable housing.

Detailed Description/Background of request

On April 27, 2021 following a presentation by BHS, DHHS and the Regional Housing Authority (RHA) concerning development of affordable housing within Colusa County, including utilization of No Place Like Home (NPLH) funding, the Board directed staff to work to negotiate an MOU with the RHA whereby they would become the County's developer for the purpose of seeking funding for and facilitating construction of an affordable housing project.

This MOU is a result of those negotiations and provides that the RHA will work on behalf of the County to perform services necessary to security the County's non-competitive $500,000 allocation of NPLH funding, as well as to seek other forms of funding to allow for the construction of an affordable housing project to serve as permanent supportive housing for people who are homeless or at risk of being chronically homeless, and living with mental illness, as well as others within the community who are referred by DHHS.

County of Colusa has the opportunity to apply for NPLH funding to help bring affordable housing to the community and has met the requirements to secure the noncompetitive allocation with the exception of identifying a developer and acquiring land for the project.

County of Colusa has reserved $1,200,000 in funding and intends to cooperate with Regional Housing Authority (RHA) to secure additional funds and utilize RHA's experience in developing the project and financing for affordable housing.

Prior Board Action

April 27, 2021 Board directed staff to proceed with negotiations for an MOU with the RHA for the purpose of an affordable housing development.

Fiscal Impact/Funding Source

$1,000,000 Behavioral Health Department CSS Fund

$200,000 DHHS Whole Person Care Grant

Action for the Clerk
Please obtain signatures and mail documents to:

Regional Housing Authority

Attn: Executive Director

1455 Butte House Road

Yuba City, CA 95993

ATTACHMENTS:

- Development MOU Colusa County and RHA v6 (RHA edits) (DOCX)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF COLUSA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND REGIONAL HOUSING AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING (hereafter "MOU") is made and entered into this 8th day of June, 2021 ("Effective Date") by and between County of Colusa through the Department of Health and Human Services (hereafter "County") and Regional Housing Authority (hereafter "Developer"), collectively, the "Parties."

WHEREAS, the Parties intend to collaborate and work cooperatively on a *No Place Like Home Program* (hereafter "NPLH") project to address affordable housing needs in the community for persons with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless (hereafter "Project"), on a property with the location to be determined; and

WHEREAS, County has reserved an allocated amount of $1,200,000 in funding from the County of Colusa Department of Health & Human Services and Department of Behavioral Health ($1,000,000 BH CSS Fund, and $200,000 DHHS Whole Person Care Grant); and

WHEREAS, attaining additional funds for the completion of this Project will require coordination and cooperation between the Parties to this MOU; and

WHEREAS, should there be any funding deficits for the Project, the Parties will work collaboratively to attempt to locate additional funding sources to bridge the gap; and

WHEREAS, Developer has identified an experienced development firm with necessary and required affordable housing financing and project development experience to assist Developer in the furtherance of its responsibilities set forth in this MOU; and

WHEREAS, County, through the Department of Behavioral Health, provides mental health services for individuals with mental illness and/or serious emotional disorders who are the target population of NPLH; and

WHEREAS, the Parties desire to work collaboratively to pursue and provide permanent supportive affordable housing to homeless people with mental illness and/or serious emotional disorders in accordance with the California Mental Health Services Act (MHSA); and

WHEREAS, the Department of Health and Human Services intends to refer families to the completed units not occupied by referrals from Behavioral Health Department and expects to offer supportive services to their referred families; and

WHEREAS, the proposed Project meets the qualifying criteria, laid out in the NPLH guidelines, to receive funding for this Project.

NOW, THEREFORE, the Parties agree as follows:

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

I. Purpose

This MOU delineates the understandings of the Parties with regard to the submission of applications to the State Department of Housing and Community Development (HCD) for the NPLH funds and any other funds that are eligible to be used for the development and construction of permanent supportive affordable housing for people with mental illness and/or serious emotional disorders. It is understood by and between the Parties that this MOU is specific to the understandings related to acquisition of funding for, and pre-development activities related to, the construction of affordable housing on behalf of eligible individuals. It is anticipated that upon fulfillment of the understandings set forth herein, the Parties will enter into a separate MOU to address the construction and/or ongoing operation of and supportive services for the Project.

II. Terms and Definitions

Throughout this MOU, the following terms have the following definitions:

- "Assisted Units" shall refer to all rental housing, shared housing or other units within the proposed Project set aside for homeless or people with mental illness and/or serious emotional disorders if the acquisition, rehabilitation, capitalized operating costs, and/or construction is financed in part or whole with NPLH funding and/or other available federal or state funding sources.

- "Tenant" shall mean homeless families and individuals or others with mental illness and/or serious emotional disorders that are NPLH eligible clients under NPLH guidelines as determined by Colusa County Behavior Health or a contracted Service Provider or as determined by other federal or state funding sources which provided project development funding.

- "Development Team" shall mean the assembled County and Developer, and contracted consultants responsible for completing funding applications and managing pre-development project activities.

III. Term

The term of this MOU shall commence as of the Effective Date stated above and shall continue for five (5) years, unless this MOU is terminated sooner according to the Termination clause herein, or the term is extended by mutual agreement of the parties.

IV. Responsibilities

A. County shall:

1. Upon the release of the $1,200,000 in County Health & Human Services funding ($1,000,000 BH CSS Fund, $200,000 DHHS Whole Person Care Grant), make the funds available to the Developer through a subsequent grant agreement with the Developer.

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

Funds to be used as a construction source of financing toward land acquisition and Project predevelopment.

2. Coordinate and facilitate project development team meetings and activities pertaining to the NPLH and other funding sources' application processes, including but not limited to establishing recurring meetings, distribution of meeting notes and other meeting materials, and creating and maintaining documents and tools related to project planning and timelines.

3. Maintain a contractual relationship with the Coordinated Entry System's (CES) provider to ensure the tenant selection process for the proposed assisted units meets NPLH funding requirements as set forth in NPLH guidelines.

4. Participate in project planning, technical assistance and/or public meetings related to the application process and the development process, including but not limited to developing written background materials on NPLH and other funding sources requirements, as determined, providing background and information pertaining to Department of Health and Human Services programs, policies and procedures and making them available to decision making entities and stakeholders throughout the process.

5. Cooperate and coordinate with the Developer in assembling the applications for NPLH and any other identified funds wherein the proposed Project complies with funding requirements and/or eligible activities.

6. In coordination with its Department of Behavioral Health, assume responsibility for the development of a Supportive Services Plan and ensure implementation of the plan's objectives.

7. Designate appropriate staff to participate in collaborative decision-making regarding NPLH and any other identified funding applications, planning and implementation.

8. Fulfill NPLH and other funding source requirements related to the adoption by the Board of Supervisors of resolutions, including but not limited to: the provision of mental health services for NPLH tenants, and the authorizations allowing for Developer to apply for and accept NPLH funds to be directed to the identified development Project. County staff will ensure these items are completed prior to funding submission deadlines.

9. Work with Developer in furtherance of Project compliance with all threshold requirements under NPLH guidelines, and all other requirements specified in other potential funding sources including but not limited to: MHSA, Homeless Emergency Assistance Program (HEAP), and Homeless Housing Assistance and Prevention Program (HHAP). County will work with Developer to promote mutual understanding of NPLH and any other identified funding regulations and guidelines.

B. Developer shall:

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

1. Prepare funding applications to various funding sources that may include, but are not limited to HCD, U.S. Department of Housing and Urban Development (HUD), California Tax Credit Allocation Committee, local governments and private lenders for acquisition, construction, bridge and permanent financing necessary for the development and construction of the affordable housing project described in this MOU.

2. Work with County in pre-development planning of the Project including the identification of funding sources, service needs, service providers, and operations of the Project.

3. Designate appropriate staff to participate in collaborative decision making regarding NPLH and other potential funding sources. For the purpose of this MOU, staff shall include retained consultants.

4. Work with consultants and County staff in developing and completing grant application components, including but not limited to required demographics and description of the target population and project description narratives per State specifications. Review and provide input as needed on the development of a Supportive Services Plan.

5. If NPLH funding is awarded, assist County with review of the loan documents and work with the State to provide any required additional documentation or assurances, facilitating the timely execution of the deferred loan documents.

6. Regional Housing Authority and/or its non-profit instrumentality, once the funding is in place from the County, work to secure site control and conduct its proper due diligence on an appropriate parcel of land within the required proximity of the needed amenities for residents. This process can take anywhere from 3-6 months depending on the availability of property zoned land in the market area.

7. Assemble team of co-developer and contractor(s), construction lender, permanent lender, and tax-credit investor as needed. Conduct negotiations and communications with lenders, including construction, permanent, and bridge lenders, investors, and government loan programs.

8. Manage all loan closings through payoff of all construction loans and final payment of all equity payments from investors, if any; provide all due diligence information to lenders; coordinate all lenders documents and requirements; submit development proformas as needed; prepare and submit all lender reports and coordinate with all lender monitoring.

9. Provide for accounting and bookkeeping of the development; work with auditor to prepare audited financial statements, tax returns, development cost certifications, and K-1's; supervise the accounting firm’s performance through development closeout.

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

10. Provide lenders and investors with guarantees and net worth requirements through construction completion.

11. Oversee preparation of architect's and engineers' plans and specifications; ensure compatibility with adjacent developments and design and development standards of the Developer, lenders, investors and County departments.

12. Obtain soils report and all other environmental clearances, as required, to develop the property; consultant must be approved by lenders and investors; scope of work must include specified requirements from lenders and investors.

13. Work with County staff to develop documents acceptable to the State for establishing site control as defined by the State including, but not limited to, obtaining lender-approved appraisal(s) as needed.

14. Oversee local government review and approval process; and attend meetings with planning/building department officials, community members, as well as other public meetings and processes, as may be required, in furtherance of the Project.

15. Coordinate, apply for, and secure all required land use approvals, permits, and California Environmental Quality Act (CEQA) reports required to develop the Project, as well as any environmental impact reports and/or studies, appraisals, design services and any other reports or documents required for inclusion in the proposal and/or required under the City and/or County Code.

16. Provide course of construction Liability and Builder's Risk Insurance.

17. Commit Project Based Section 8 rental assistance for the Project, or portion thereof, and prepare all necessary HUD submissions, and approvals.

C. Collectively, the Parties Shall:

1. Work cooperatively in the planning and development of the Project. All plans related to the development of the property must be reviewed and approved in advance by all Parties.

2. Develop and implement a joint marketing campaign and commit to joint messaging and public outreach related to addressing community and neighborhood concerns of the proposed NPLH project. Parties will work collaboratively to draft talking points, coordinate media messaging and develop materials to disseminate to the public, which shall be mutually agreed upon in advance.

3. No less than quarterly, the directors of each Party to this MOU or their designees will meet to identify new potential funding sources, review the work and project milestones accomplished under this MOU, evaluate the efficacy of this MOU, assess the quality of the working relationship between the Parties, and determine the status of work products.

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

4. Work with local government on review and approval process; and attend meetings with planning/building department officials, community members, as well as other public meetings and processes, as may be required, in furtherance of the Project.

V. Funding

A. The Parties shall work cooperatively to identify and access sufficient funding to defray the cost of the Project described in this MOU. This may be done through seeking grants from foundations, applying for additional State funding and/or other sources.

B. County intends to provide the supportive services to the target population who will reside at the Project identified in this MOU, including the continuation of these supportive services to the Project's NPLH tenants in accordance with timelines required under NPLH, including the provision of or referral to other services in accordance with the relevant Supportive Services Plan.

C. Where necessary, and where possible, the Parties will work together to apply for funds related to ongoing expenses outlined in the Supportive Services Plan.

VI. Termination

In addition to the provisions of Section III (Term) above, any party may terminate this MOU for its convenience, with or without cause, by giving sixty (60) days notice to the other, which shall be served in conformity with the notice provisions contained in this MOU. At the time of the expiration (or earlier/subsequent termination) of this MOU, if there is no NPLH project, the Developer shall convey to the County any real property acquired pursuant to activities undertaken with regard to this MOU. It is anticipated that the cost of acquiring property shall be only a fraction of the monies necessary to develop the project. It is recognized that ultimately there may be no property with suitable entitlements to allow the project to proceed. It is further acknowledged that the Developer may successfully acquire a property and obtain all entitlements necessary to construct a NPLH project but there might not be funding available for construction to complete the project. In recognition of these facts, the Developer's sole obligation upon expiration or earlier and/or subsequent termination of this MOU shall be to transfer any property acquired in the predevelopment process to the County. The Developer shall not be required to reimburse the County for any monies spent pursuant to this MOU (for example, environmental studies, engineering reports and the like) as it is recognized that neither party guarantees the other that a NPLH Project will ultimately be completed and that the funds spent pursuant to this MOU are spent with the hope, but not the guaranty by either party, that the project contemplated by this MOU will come to fruition.

The Parties desire to maintain effective working relationships under this MOU and agree prior to any early termination of this MOU to meet in good faith to first attempt to resolve any disputes or other issues that may result in either party seeking to terminate this MOU prior to its term.

VII. Amendments

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

Any material changes to any of the clauses above must be mutually agreed upon by all Parties, and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

VIII. Parties as Independent

In agreeing to the obligations and understandings set forth herein, each Party acknowledges that it shall act in an independent capacity, and not as the employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation. Each Party shall hold the other harmless and indemnify against any such claim by its agents or employees.

IX. Indemnification

Each Party to this MOU will indemnify, defend, and hold harmless the other Parties and their officers, officials, employees, agents, and volunteers from and against any and all liabilities, claims, demands, damages, losses and expenses (including without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of the indemnifying Party, its officers, agents, employees, or volunteers, related to the performance of this MOU.

X. Notices

All notices to be provided under this MOU shall be in writing and serviced by first-class mail, and shall be deemed received by the Parties below on the fifth (5th) day following the date of mailing, or the earlier date of personal service, as the case may be.

County of Colusa Department of Health and Human Services
Attn: DHHS Director
251 E. Webster Street
Colusa, CA 95932

Regional Housing Authority
Attn: Executive Director
1455 Butte House Road
Yuba City, CA 95993

XI. Insurance

It is agreed that the Parties to this MOU shall each maintain at all times during the term of this MOU insurance coverage in the amounts of not less than One Million Dollars ($1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars ($1,000,000) general liability, One Million Dollars ($1,000,000) automobile liability, One Million Dollars ($1,000,000) workers' compensation, and One Million Dollars ($1,000,000) professional liability (E&O).

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

XII. Authorized Signature

The Parties to this MOU represent that the undersigned individuals executing this MOU are fully authorized to execute and deliver this MOU on behalf of their respective party.

XIII. Entire Understanding

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.

_____ _____

Gary J. Evans, Chair
Colusa County Board of Supervisors

Date

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

_____

Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM

_____

David A. Prentice, Interim County Counsel

_____ _____

Gustavo Becerra, Executive Director
Regional Housing Authority

Date

Attachment: Development MOU Colusa County and RHA v6 (RHA edits) [Revision 4] (6595 : MOU with RHA)

COUNTY OF COLUSA, CA **7.1**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **Adopt a Resolution Appropriating Funding for the Williams Migrant Center.**

Adopt a Resolution approving Fiscal Years 2021-2023 operations and maintenance contract (#21-OMS-16178) for the Williams Migrant Center with the State of California Department of Housing and Community Development in an amount not to exceed $1,294,754.00. **Further**, authorize the County Administrative Officer to execute said contract and any amendments thereto on behalf of the County.

Detailed Description/Background of request

The State of California Department of Housing and Community Development (HCD) requires a Board Resolution to enter into an Operation and Maintenance Contract for the Fiscal Years 2021-2023 for the Williams Migrant Center located in Colusa County. This resolution will affirm that the board desires to enter into an agreement for the operations and maintenance in an amount not to exceed of $1,294,754.00.

The Office of Migrant Services(OMS) has been notified that the CA Comeback Plan includes specific funding for rehabilitation for California's aging Migrant Housing Facilities. Due to this funding, OMS will be adjusting proposed budgets to account for this separate rehabilitation funding. At this time, OMS is requesting that resolutions be adopted for the base budget.

At this time, we do not have a final budget. However, the amount indicated on the resolution exceeds the estimated amount the County has requested on the initial budget proposal sent in January 2021 to OMS by approximately $59,000.

OMS is currently reviewing the proposed budgets as well as developing plans for funding the rehabilitation projects throughout the State.

By approving this Resolution, the Board is authorizing the County Administrative Officer to execute the Operation and Maintenance Contract once discussions and negotiations have been completed and agreed upon.

Prior Board Action

The Board has adopted similar resolutions in years past, most recently a resolution in

2019 for a two-year agreement which will be expiring in September 2021.

Fiscal Impact/Funding Source
The County will be reimbursed in an amount not to exceed $1,294,754.00 by the Department of Housing and Community Development for expenses incurred during the operation and maintenance of the Williams Migrant Center.

Action for the Clerk
Obtain signatures and mail a certified copy of the Resolution to:

Department of Housing & Community Development
Attn: Julio Llamas
2020 W. El Camino Avenue, Suite 400
Sacramento, CA 95833

Email one copy of the certified Resolution to Leeann Price at the Ag Department.

ATTACHMENTS:

- 21-OMS-16178 Williams_OMS Resolution (DOCX)

RESOLUTION NO.

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE 2021-2023 FISCAL YEAR OPERATION AND MAINTENANCE CONTRACT WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE WILLIAMS MIGRANT CENTER

WHEREAS, the California Department of Housing and Community Development has provided an Operation and Maintenance Contract, also known as a Standard Agreement, for the 2021-2023 Fiscal Year for the Williams Migrant Center; and

WHEREAS, the County of Colusa, acting through its Board of Supervisors, having the authority to enter into this contract, desires to approve this Operation and Maintenance Contract for the 2021-2023 operation of the Williams Migrant Center.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Colusa, hereby approves entering into the Operation and Maintenance Contract #21-OMS-16178 in a minimum amount of **$1,294,754.00** in revenue, once fully negotiated, and authorizes County Administrative Officer to execute said contract, and any amendments to said contract, on behalf of the County of Colusa.

PASSED AND ADOPTED this 8th day of June 2021, by the following votes:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: 21-OMS-16178 Williams_OMS Resolution [Revision 2] (6605 : Adopt Resolution Appropriating Funding for Williams Migrant

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **1st Modification to Feather River Air Quality Management District**

Sitting as Colusa County Air Pollution Control District

Approve 1st Modification to **Feather River Air Quality Management District,** for environmental engineering services, effective June 8, 2021.

Detailed Description/Background of request

The Colusa County Air Pollution Control District wishes to modify the contract PC20-050 with the Feather River Air Quality Management District by increasing it to $15,000 for FY 2020/21. The contract provides engineering services on a project by project basis to the Colusa County Air Pollution Control District as provided for in the Sacramento Valley Air Basin Air Pollution Control Council Joint Powers Agreement. The engineering services are provided on an hourly rate cost basis included in Appendix A. Also we would like to extend this contract to a two (2) year contract and increase it to $15,000 per fiscal year.

Prior Board Action

Previously a purchasing contract: PC20-050

Fiscal Impact/Funding Source

00130-4015-53180; the fiscal impact shall not exceed $15,000 per fiscal year.

Action for the Clerk

Feather River Air Quality Management District
Attn: Christopher Brown
541 Washington Ave.
Yuba City, CA 95991

ATTACHMENTS:

- 1st Modification Feather River Air Quality Management District (DOCX)
- PC20-050 Feather River Air Quality Management District (PDF)

C___-_____

First, Modification of Contract PC20-050 for Environmental Engineering Services

This First Modification of Contract PC20-050 for Engineering Services is between County of Colusa (County), a political subdivision of the State of California, and Feather River Air Quality Management District (Contractor), a California Air Pollution Control District.

Background

On July 20, 2020, the parties executed contract PC20-050 for Engineering Services ("Contract").

The parties now want to modify the Contract to extend the term and increase compensation.

Modification

The parties agree to modify the Contract effective immediately as follows:

1. Section 2, Term, of the Contract is modified to extend the term to June 30, 2023.

2. Section 3, Compensation is modified to read, "County will pay Contractor compensation not to exceed $15,000 per fiscal year.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

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

by _____
Melissa Kitts, Deputy

Attachment: 1st Modification Feather River Air Quality Management District [Revision 1] (6633 : 1st Modification Feather River Air Quality

PC20-050

Engineering Services Contract

This Engineering Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Feather River Air Quality Management District ("Contractor"), a California Air Pollution Control District..

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Environmental Engineering services to provide Air Quality Assessments on a project by project basis. Engineering services do not include determinations under CEQA or AB 2588, and Contractor is not responsible for any public notice requirements. County shall issue a written task order for each service requested. An estimate shall be supplied by the Contractor prior to providing services.

2. **Term:** This Contract shall begin on July 1, 2020, and shall continue until all requested services are completed, or no later than June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $10,000 as more specifically detailed in Attachment "A". Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Upon completion of a project, Contractor shall provide County with an invoice for the services provided. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in 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: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

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

Attachment: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

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 thirty (30) days prior to such change.

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

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

   D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

Attachment: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

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

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

Attachment: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

Court of California for the County of Colusa.

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

If to County:	Colusa County Air Pollution Control District Attn: Don Kitamura 100 Sunrise Blvd., Ste. F Colusa, CA 95932
If to Contractor:	Feather River Air Quality Management District Attn: Christopher Brown 541 Washington Ave. Yuba City, CA 95991

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

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

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

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

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

Attachment: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

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

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

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

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

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

    A. Attachment "A" – Rate Sheet

COUNTY OF COLUSA

_____ Date:_____
Wendy G. Tyler, County Administrative Officer

FEATHER RIVER AQMD

_____ Date: 7/17/20
Signature

Chris Brown APCO
Printed Name and Title

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

Attachment: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

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

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

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

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

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

    A. Attachment "A" – Rate Sheet

COUNTY OF COLUSA

Date: 7/20/2020

Wendy G. Tyler, County Administrative Officer

FEATHER RIVER AQMD

_____ Date: _____

Signature

_____

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

ATTACHMENT "A"

RATE SHEET

$90.00/per hour for shared Engineering Services*

$147.50/per hour for Expedited Services

*Project turn-around time will be approximately two weeks from receipt of all required information from the applicant.

Attachment: PC20-050 Feather River Air Quality Management District (6633 : 1st Modification Feather River Air Quality Management District)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Air Pollution Control**

FROM: **Don Kitamura**

SUBJECT: **AB617 Grant Funding**

Sitting as the Colusa County Air Pollution Control District

Adopt a resolution authorizing the Air Pollution Control District to accept grant funds awarded under the California Air Resources Board's AB 617 Community Air Protection Grant program and execute the **State of California Environmental Protection Agency Grant Agreement**, effective June 1, 2021.

Detailed Description/Background of request

In response to Assembly Bill (AB) 617, the California Air Resources Board (CARB) established the Community Air Protection Program (CAPP or Program). The Program's focus is to reduce exposure in communities most impacted by air pollution. CARB staff has been working closely with local air districts, community groups, community members, environmental organizations, and regulated industries to develop a new community-focused action framework for community air protection.

The Air Pollution Control District (District) has been collaborating with other air districts within the region on new requirements for the retrofit of pollution controls on industrial sources. The District has invested in computer software to enhance emissions data collection, which will help advance air pollution control efforts throughout the District. This Program provides an opportunity to continue to enhance air quality planning efforts and better integrate community, regional, and State level programs to provide clean air for all Californians.

Prior to this Board Meeting, the Grant Agreement Cover Sheet was signed by the Air Pollution Control Officer and submitted to the California Air Resources Board (CARB), in order for CARB to encumber funds for this grant program. This was performed with prior approval from the County Administrative Officer and review by County Counsel to meet the CARB imposed deadline of May 28, 2021.

Prior Board Action

The Board adopted Resolution No. 19-024 on June 11, 2019, authorizing the Air Pollution Control District to accept grant fund awarded under the California Air Resources Board's AB617 Community Air Protection Grant program.

Fiscal Impact/Funding Source

The Colusa County Air Pollution Control District has been approved for a grant under the California Air Resources Board (CARB) Community Air Protection Program for FY 2020-2021 in the amount of $20,880.00. The AB 617 grant funds are provided by the State of California. Colusa County General Funds are not impacted. Matching funds are not required to participate in the program.

Action for the Clerk

Obtain necessary signatures and return electronic copies copy of the Grant Agreement documents to: Ms. Andrea Juarez at andrea.juarez@arb.ca.gov.

Obtain necessary signatures and send an electronic copy of the Grant Agreement documents to the Colusa County Air Pollution Control District.

ATTACHMENTS:

- Cover Letter_Colusa_County_Air_Pollution_Control_District (PDF)
- G20-CAPP-06 Coversheet Colusa APCD final Legal signature (PDF)
- G20-CAPP District Grants Exhibit A (PDF)
- G20-CAPP District Grants Exhibit B (PDF)
- Resolution_AB617_FY20-21 (DOCX)

CALIFORNIA AIR RESOURCES BOARD

Gavin Newsom, Governor
Jared Blumenfeld, CalEPA Secretary
Liane M. Randolph, Chair

May 11, 2021

Ms. M. Anastacia Allen
Air Pollution Control Officer
Colusa County Air Pollution Control District
100 Sunrise Boulevard, Suite F
Colusa, California 95932
mallen@countyofcolusa.com

Dear Ms. Allen:

I am pleased to inform you that Colusa County Air Pollution Control District has been approved for a grant under the Community Air Protection Program for Fiscal Year 2020-2021 from funding provided by Senate Bill 74 (Chapter 6, Budget Act of 2020). This grant award is for related expenses necessary to implement Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017). The grant award amount is consistent with the allocation approved by the California Air Pollution Control Officers Association (CAPCOA), as provided to California Air Resources Board (CARB) by Tung Le, Executive Director, CAPCOA. Enclosed for your consideration is the Grant Agreement, including:

- One copy of the Grant Agreement cover sheet, which indicates your grant amount and any applicable Special Terms and Conditions;
- One copy of Exhibit A, Grant Provisions for Fiscal Year 2020-2021 Community Air Protection Program grants; and
- One copy of Exhibit B, General Terms and Conditions for Fiscal Year 2020-2021 Community Air Protection Program grants.

To accept your grant award, please:

- Add authorized signature (electronic signature is acceptable) and date to the copy of the cover sheet.
- Return an electronic copy of the cover sheet, along with a Board Resolution or minute order accepting the funds, if available, as soon as possible but no later than May 28, 2021, to:

  Ms. Andrea Juarez at *andrea.juarez@arb.ca.gov*

- Retain the Grant Provisions (Exhibit A) and General Terms and Conditions (Exhibit B) for District's reference.

These funds are available for liquidation until June 30, 2023.

Please note that the Federal Employer Identification Number (FEIN) has been included in the cover sheet based on information in our records. Please confirm if it is correct, and notify Ms. Andrea Juarez if a change is needed.

Attachment: Cover Letter_Colusa_County_Air_Pollution_Control_District (6607 : AB617 CAPP Grant Agreement)

If you would like to receive advance payment of the funds, please provide a Board Resolution or minute order accepting the funds and also complete, sign and return both the Grant Disbursement Request Form and the Advance Payment Request Form (provided by CARB to the grantee after the grant execution) to Ms. Andrea Juarez. You can also choose to request disbursement after the work is completed and can submit the Grant Disbursement Request Form at that time.

Thank you for participating in the Community Air Protection Program and for your commitment to clean air. After final signature by CARB, one copy of the cover sheet will be returned to you. If you have any questions, or need additional copies of the forms, please contact Ms. Andrea Juarez via email at *andrea.juarez@arb.ca.gov*.

Sincerely,

Deldi Reyes

Deldi Reyes, Director, Office of Community Air Protection

Enclosures

Attachment: Cover Letter_Colusa_County_Air_Pollution_Control_District (6607 : AB617 CAPP Grant Agreement)

cc: Tung Le, Executive Director, California Air Pollution Control Officers Association
tung@capcoa.org

Andrea Juarez, Air Pollution Specialist, Office of Community Air Protection

Attachment: Cover Letter_Colusa_County_Air_Pollution_Control_District (6607 : AB617 CAPP Grant Agreement)

bcc: Deldi Reyes, Director, Office of Community Air Protection

David Salardino, Air Resources Supervisor, Office of Community Air Protection

Karen Buckley, Branch Chief, Office of Community Air Protection

Craig Segall, Assistant Chief Counsel, Legal Office

Deborah Kerns, Attorney III, Legal Office

Brandy Hunt, Branch Chief, Administrative Services Division

Marcela Hartsfield, Associate Governmental Program Analyst, Administrative Services Division

Attachment: Cover Letter_Colusa_County_Air_Pollution_Control_District (6607 : AB617 CAPP Grant Agreement)

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G20-CAPP-06

NAME OF GRANT PROGRAM	
Community Air Protection Program	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED $20,880.00
START DATE: June 1, 2021	END DATE: June 30, 2023

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Colusa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions
Exhibit B – General Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Colusa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Air Pollution Control Officer	DATE 5·18·2021
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard, Suite F, Colusa, CA 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$20,880.00	3530000L39			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Air Pollution Control Fund			FUND NO. 0115
TOTAL AMOUNT ENCUMBERED TO DATE $20,880.00	(OPTIONAL USE)		CHAPTER 6	STATUTE 2020

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39000500	59501	2020-21

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
/s/ Craig Segall	5/10/21

Attachment: G20-CAPP-06 Coversheet Colusa APCD final Legal signature (6607 : AB617 CAPP Grant Agreement)

California Air Resources Board (CARB)
Community Air Protection Program
GRANT AGREEMENT
Fiscal Year 2020-2021

Exhibit A

Grant Provisions:

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

2. **District Governing Board Approval**

   Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before September 1, 2021.

3. **Reporting:**

   A. **Biannual Reports:** Grantee must submit biannual reports to CARB beginning six months after full grant execution and continue biannually through the end of the grant term, or until all funds have been liquidated. Biannual reporting covers work completed June 1 through November 30 with submittals due to CARB by **December 31st** and December 1 through May 31 with submittals due to CARB by **June 30th**. The first report can include expenditures made prior to June 1, 2021, as applicable.

   B. Reports, at a minimum, must include:

      i. Report number, title, name of Grantee, date of submission, and grant number;

      ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community

Attachment: G20-CAPP District Grants Exhibit A (6607 : AB617 CAPP Grant Agreement)

emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.

iv. Summary of work completed and in progress since the last progress report;

v. Grant funds remaining and expended; and

vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

C. **Final Report:** Grantee must submit a Final Report to CARB by June 30, 2023. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

4. Program Funding:

A. Advance Payment:

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

Attachment: G20-CAPP District Grants Exhibit A (6607 : AB617 CAPP Grant Agreement)

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this grant agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2023 or the reversion date of the appropriation.

B. <u>Grant Disbursements:</u>

i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:

   1. A fully executed Grant Agreement Cover Sheet; and

   2. Grant Disbursement Request Form, provided by CARB to the

Attachment: G20-CAPP District Grants Exhibit A (6607 : AB617 CAPP Grant Agreement)

Grantee after the grant execution. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.

3. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. For questions regarding the current guidance, contact your Project Liaison. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

   CARB Community Air Protection Project Liaison:

   Ms. Andrea Juarez
   California Air Resources Board
   Office of Community Air Protection
   andrea.juarez@arb.ca.gov

   Grant payments are subject to CARB's approval of Annual Reports.

ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.

iii. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

iv. Any disbursement will take into consideration whether an advance payment had been received.

C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

Attachment: G20-CAPP District Grants Exhibit A (6607 : AB617 CAPP Grant Agreement)

i. Such funds must be reported to CARB.

ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:

1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;

2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;

3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and

iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2023, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2023, whichever comes first.

iv. Documentation of expenditure made on those funds or returned to CARB must be:

1. Retained for a minimum of three years after it is generated; and

2. Provided to CARB in Annual Reports and Final Report.

5. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

Attachment: G20-CAPP District Grants Exhibit A (6607 : AB617 CAPP Grant Agreement)

General Terms and Conditions:

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
4. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the

Attachment: G20-CAPP District Grants Exhibit B (6607 : AB617 CAPP Grant Agreement)

State.

11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.

12. **Force majeure**: Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.

13. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

16. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of 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 Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

Attachment: G20-CAPP District Grants Exhibit B (6607 : AB617 CAPP Grant Agreement)

18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.

20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

21. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2020-2021 by May 28, 2021.

24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

25. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.

26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

27. **Disbursement Deadline:** The Fiscal Year 2020-2021 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2021. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2023 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

Attachment: G20-CAPP District Grants Exhibit B (6607 : AB617 CAPP Grant Agreement)

28. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2023 must be returned by September 28, 2023. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

Attachment: G20-CAPP District Grants Exhibit B (6607 : AB617 CAPP Grant Agreement)

RESOLUTION NO. 21-

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT AUTHORIZING THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT TO ACCEPT GRANT FUNDS AWARDED UNDER THE CALIFORNIA AIR RESOURCES BOARD'S AB 617 COMMUNITY AIR PROTECTION GRANT PROGRAM AND EXECUTE THE GRANT AGREEMENT EFFECTIVE JUNE 1, 2021

WHEREAS, California Assembly Bill **(**AB) 617 was signed into law by Governor Brown on July 26, 2017;

WHEREAS, AB 617 established a new program, the Community Air Protection Program (CAPP), to measure and reduce air pollution from mobile and stationary sources at the neighborhood level in the communities most impacted by air pollutants, and requires the California Air Resources Board (CARB) to work closely with local air districts and communities to establish neighborhood air quality monitoring networks and to develop and implement plans to reduce emissions;

WHEREAS, in coordination with CARB, the California Air Pollution Control Officers Association (CAPCOA) Board approved funding allocation for air district implementation;

WHEREAS, the Colusa County Air Pollution Control District (District) has been approved for a grant by CARB under FY 2020-21 Community Air Protection Program to help with related expenses necessary for the implementation of the CAPP in agreement with the funding allocation of CAPCOA; and

WHEREAS, the California Air Resources Board requires a Board resolution authorizing the District to sign the Grant Agreement and accept funding.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution District Board authorizes the Air Pollution Control Officer (APCO) to sign the Community Air Protection Program Grant Agreement with CARB effective June 1, 2021 and to execute all other necessary documents to implement and carry out the purposes of AB 617.

BE IT FURTHER RESOLVED that the Colusa County Air Pollution District Board authorizes the APCO to accept any allocated and awarded funds to the District under the Community Air Protection Program Grant Agreement.

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Attachment: Resolution_AB617_FY20-21 [Revision 2] (6607 : AB617 CAPP Grant Agreement)

PASSED AND ADOPTED this 8 day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair
Governing Board of the Colusa County
Air Pollution Control District

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Melissa, Deputy Clerk

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: Resolution_AB617_FY20-21 [Revision 2] (6607 : AB617 CAPP Grant Agreement)

COUNTY OF COLUSA, CA **8.1**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Purchase of Unbudgeted Sole Source Items**

Approve purchase of 12 unbudgeted LA Police Gear Level IV Ballistic Armor Plates from LA Police Gear and 2 Sniper Rifle Scopes (C434) from Nightforce Optics, Inc. MIL-GOV-LE for the Sheriff's Special Operations and Response team and authorize the Purchasing Agent to sign purchase orders.

Detailed Description/Background of request

The Sheriff's Office has requested to purchase 12 unbudgeted level IV ballistic armor plates from LA Police Gear for their Special Operations and Response team. These specific armor plates are sole source from LA Police Gear. The armor plates retail for $179.99. The Sheriff's Office received a quote from LA Police Gear with a significant discount of $85.50 each. The total cost of this request is $2,200.77.

The second sole source request is for two unbudgeted (fixed assets) NXS5.5-22x56mm-ZeroStop-.25MOA-MOAR sniper rifle scopes from Nightforce Optics, Inc. MIL-GOV-LE for the Special Operations and Response team. The total cost of this purchase is $3,082.50.

A budget adjustment has been made to account for the cost of these unbudgeted purchases.

Prior Board Action

None

Fiscal Impact/Funding Source

Unbudgeted (02325-002325-53050/57064) Not to exceed $5,283.27

Action for the Clerk

Please forward the purchase orders to Angela @ Purchasing if approved by BOS

ATTACHMENTS:

- 0232506082021 LAPG Ballistic Armor Plate PO (XLS)
- LAPG Ballistic Plate(PDF)
- 0232506082021b Nightforce PO (XLS)
- Nightforce Sniper Scope (DOCX)

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

Purchase Order No.
0232506082021a

PURCHASE ORDER

VENDOR	LA Police Gear
NAME	Chelsey Johnson
ADDRESS	
PHONE	FAX

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing
ADDRESS	547 Market St. Ste. 110 Colusa, CA 95932
PHONE	530.458.0437
DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Lt. Jose Ruiz**
Address	**929 Bridge St., Colusa, CA 95932**
PHONE	**530.458.0200 FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
6/8/2021	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
24	EA	L4PLATE	LA Police Gear Level IV Ballistic Armor Plate	85.50	2,052.00

SUBTOTAL	2,052.00
CA Sales Tax 7.25%	148.77
Shipping/Handling	
E-Waste Fee	
TOTAL	2,200.77

BASED ON ATTACHED QUOTE
SC000016966

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 Date

Attachment: 0232506082021 LAPG Ballistic Armor Plate PO (6645 : Approve Purchase of Unbudgeted Sole Source Items)

Sales Quote

Sales Quote Number: SQ000016966
Sales Quote Date: 4/30/2021

Sell
To: Colusa County Sheriffs Office
929 Bridge Street
Colusa, CA 95932
USA

Ship
To: Colusa County Sheriffs Office
929 Bridge Street
Colusa, CA 95932
USA

Tax Ident. Type Legal Entity

Customer ID C0000638894
SalesPerson Chelsey Johnson

Ship Via
Terms

Item No.	Description	Unit	Quantity	Unit Price	Total Price
L4PLATE	LA Police Gear Level IV Ballistic Armor Plate	Each	24	85.50	2,052.00

Amount Subject to Sales Tax 2052
Amount Exempt from Sales Tax 0.00

Subtotal:	**2052**
Invoice Discount:	0.00
Total Sales Tax:	148.77
Total:	**2,200.77**

*Price is for quoted items listed only, no substitutes can be made unless in writing from head purchaser and/or accounting department who submitted the PO/Quote. All quotes are valid for online purchases only. In order to make purchases in person through one of our retail stores, you must first get approval from LAPG corporate confirming the items you were quoted for are stocked at the store level.

Attachment: LAPG Ballistic Plate (6645 : Approve Purchase of Unbudgeted Sole Source Items)

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

Purchase Order No.
0232506082021b

PURCHASE ORDER

VENDOR	Nightforce Optices, Inc. MIL-GOV-LE	**REQUISITIONER ADDRESS**	
NAME	Sonny Rossini	NAME	Colusa County Purchasing
ADDRESS	2749 Providence Church Rd	ADDRESS	547 Market St. Ste. 110 Colusa, CA 95932
	Lavonia, GA 30553	PHONE	530.458.0437
PHONE	706-460-5515 FAX	**DELIVERY ADDRESS**	
		NAME	**Colusa County Sheriff's Office**
		Contact	**Lt. Jose Ruiz**
		Address	
		PHONE	**FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
6/8/2021	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
2	EA	C434	NXS 5.5-22X56MM-ZeroStop-.25MOA-MOAR	1,530.00	3,060.00

SUBTOTAL	3,060.00
CA Sales Tax 7.25%	
Shipping/Handling	22.50
E-Waste Fee	
TOTAL	3,082.50

BASED ON ATTACHED QUOTE
DLE142

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 Date

Attachment: 0232506082021b Nightforce PO (6645 : Approve Purchase of Unbudgeted Sole Source Items)

MIL-GOV-LE
Product Quote

Nightforce Optics, Inc. MIL-GOV-LE
2749 Providence Church Road
Lavonia, GA 30553, United States
Phone: 706-460-5515

Quote Number	DLE 142
Quote Date	03May21
Quote Expiration	03Jul21

Bill To:
Assistant Sheriff Mike Bradwell Colusa County Sheriff's Office 929 Bridge St. Colusa, CA 95932 Cell: 530-682-4319

Ship To:
Assistant Sheriff Mike Bradwell Colusa County Sheriff's Office 929 Bridge St. Colusa, CA 95932 Cell: 530-682-4319

Payment Method	Purchase Order / Contract No.	Customer Contact	Quote Prepared By
TBD	TBD	Mike Bradwell	Sonny Rossini
Shipping Method	**F.O.B.**	**Country of Origin**	**Export License Required**
FedEx Ground	Destination	USA/Japan	Yes

Lead times: Please be advised that all Nightforce products are built to order. Please expect delivery of this quote within 5 months or less after receipt of order (ARO).

NOTES:

Part Number	Product Description	Qty.	Unit Price (USD)	Amount (USD)
C434	NXS 5.5-22X56MM-ZeroStop-.25MOA-MOAR	2	$1530.00	$3060.00

Please email purchase orders to militaryinfo@nightforceoptics.com or send via fax or mail to the address or phone numbers listed above.

REMIT ADDRESS
NIGHTFORCE OPTICS
336 HAZEN LANE
OROFINO, ID 83544

Subtotal	$3060.00
Sales Tax	0
Shipping	$22.50
Miscellaneous	0
Total	$3082.50

This quote is to confirm that Nightforce Optics, Inc. can, and will, produce the product(s) listed, at the price specified within the quoted delivery times. This document shall not be construed in any way as a binding contract on either party's behalf. Nightforce Optics, Inc. has the right to change or alter any or all parts of this quote, at its discretion, prior to acceptance of a binding contract.

INTERNATIONAL SHIPMENTS

- Items listed on this document may be subject to export control and/or ITAR restrictions. Proper documentation is required on all non-U.S. shipments.
- Delivery times are subject to export approval.
- It will be the sole responsibility of the importer to provide all legal documentation required in a timely manner to Nightforce Optics, Inc. for purpose of obtaining an export license. Failure to do so may influence delivery timelines.
- The customer is responsible for all freight, insurance, duties, etc.
- International shipments are to be prepaid via wire transfer in U.S. dollars.

Attachment: Nightforce Sniper Scope (6645 : Approve Purchase of Unbudgeted Sole Source Items)

COUNTY OF COLUSA, CA **8.2**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Unbudgeted Purchases for Sheriff's SOAR Team**

Approve the unbudgeted purchase of 12 Streamlight Tactical Lights (69262) from Amazon.com and 12 Vortex Optics Crossfire Red Dot Sights Gen II (CF-RD2) from USIQ, Planet Optics.com, for the Sheriff's Special Operations and Response team and authorize Purchasing Agent to process.

Detailed Description/Background of request

The Sheriff's Office has requested to purchase (12) Streamlight rail mounted tactical lights and (12) Vortex Optics Crossfire red dot sights for their Special Operations and Response team rifles.

Purchasing requested quotes for the above items from the following vendors:

Streamlight Tactical Light (69262):

Amazon	$2,015.88
USIQ, PlanetOptics.com	$2,106.60
LA Police Gear (only 8 available in stock)	

Vortex Optics Crossfire Red Dot Sight (CF-RD2):

USIQ (PlanetOptics.com)	$1,598.88
Chico Sportsmans Warehouse	$1,737.43
Amazon (Unable to ship to CA)	

Purchasing is recommending to purchase the (12) Streamlight Tactical lights from Amazon.com in the amount of $2,015.88 and the (12) Vortex Optics Crossfire Red Dot sights from USIQ, PlanetOptics.com in the amount of $1,598.88. The total cost for this request is $3,614.76. A budget adjustment has been submitted to account for the cost of these unbudgeted purchases.

Prior Board Action

None

Fiscal Impact/Funding Source

Unbudgeted (02325-002325-53220/53230) Not to exceed $3,614.76,

Action for the Clerk

Please email Angela @ Purchasing with BOS decision.

ATTACHMENTS:

- Amazon Streamlight Light Quote (JPEG)
- USIQ Streamlight Light Quote (PDF)
- USIQ Vortex Crossfire Sight (PDF)
- Chico Sportsmans Warehouse - Vortex Red dot CF-RD2 12QTY (PDF)
- Amazon Unable to Ship to CA (MSG)
- 0232506082021 Vortex Crossfire PO (XLS)

amazon.com

SIGN IN SHIPPING & PAYMENT GIFT OPTIONS PLACE ORDER

Review your order

Save your checkout settings as the default for future orders

☐ Use the selected group, shipping address, and payment method as my checkout defaults.

Signature required at time of delivery.

Please ensure someone will be available to sign for this delivery.

Keep your operating hours updated:

Confirm your operating hours: If your business' operating hours have changed, you can click **Edit delivery preferences** below the shipping address and update them. Your delivery preferences help us improve your delivery experience. However, we may not always be able to adhere to all preferences.

Group
County of Colusa
Change

Shipping address Change
Lt. Jose Ruiz, Colusa County Sheriff's Office
929 BRIDGE ST
COLUSA, CA 95932-2837
United States
Phone: 530-458-0225
Edit delivery preferences
Ship to multiple addresses

Payment method Change
VISA ending in 2114

Billing address Change
Angela Gross
547 MARKET ST STE 110
COLUSA, CA 95932-2452
United States

Add a gift card, promotion code, or voucher
Enter Code Apply

Place your order

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

Order Summary

Items (12):	$1,879.56
Shipping & handling:	$10.19
Free Shipping:	-$10.19
Total before tax:	$1,879.56
Estimated tax to be collected:	$136.32
Order total:	**$2,015.88**

Qualifying offers:
- Free Shipping

How are shipping costs calculated?

You got free shipping on the eligible items in your order! (Why aren't all my items eligible?)

Business order information Change

PO number 0232505252021

Delivery: June 1, 2021

Streamlight High Lumen Rail Mounted Tactical Light, Black, Light Only w/Long Gun Kit - 69262
$156.63 & FREE Returns
Quantity Price
View larger image
Quantity: 12 Change
Sold by: Amazon.com Services LLC
WARNING: California's Proposition 65

Add a gift receipt
and see other gift options

Choose a delivery option:
- ◉ **Tuesday, June 1** FREE Shipping
- ○ **Friday, May 28** $10.19 - Shipping
- ○ **Thursday, May 27** $13.71 - Shipping

Do you need help? Explore our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Colorado, Louisiana and Puerto Rico Purchasers: Important information regarding sales tax you may owe in your State

Within 30 days of delivery, you may return new, unopened merchandise in its original condition. Exceptions and restrictions apply. See Amazon.com's Returns Policy

Go to the Amazon.com homepage without completing your order.

Conditions of Use | Privacy Notice © 1996-2020, Amazon.com, Inc.

Attachment: Amazon Streamlight Light Quote (6643 :

USIQ Inc.,
3150 Commercial Ave
Northbrook, IL 60062
Phone: 1-888-882-8747
Fax: (847) 919-9409
Email: volumesales@usiq.com

Quotation

QUOTATION #	DATE	CUSTOMER ID	REFERENCE #
100941	5/19/2021	6324069	0

SELL TO	SHIP TO
Angela Gross **County of Colusa** **547 Market St Ste 110** **Colusa CA 95932** **United States**	**Angela Gross** **County of Colusa** **547 Market St Ste 110** **Colusa CA 95932** **United States**

Shipping Method:	UPS Ground	Payment Method:		Last 4 digits:	
Freight Terms:		Payment Terms:		PO Number:	
Delivery Information:		Offer Valid for:			
Sales Person:	Scott Tinder	All prices are in US dollars.			

SKU	DESCRIPTION	QUANTITY	TOTAL WEIGHT	UNIT PRICE	TOTAL
SQ-FLW-FCVR-69262	**Streamlight TLR-1 HL Long Gun Kit , CR123A, White, 1000 Lumens, Black, 69262**	12	12	$161.70	$1,940.40

SUBTOTAL	**$1,940.40**
SHIPPING	**$25.52**
SALES TAX	**$140.68**
TOTAL	**$2,106.60**

All prices are shown in US Dollars.
If you have any questions concerning this quotation, contact our Sales Team via e-mail to volumesales@usiq.com or via phone 1-888-882-8747, Monday - Friday 8 AM to 6 PM CST.

Please see http://www.USIQ.com/notices.html for our Return & Exchange Policy.

Important Export Restrictions: Commodities, products, technologies, and services listed herein are subject to one or more of the U.S. export control laws and regulations enforced by the U.S. Department of State, the U.S. Department of Commerce, or the U.S. Department of the Treasury. It is unlawful and strictly prohibited to engage in conduct requiring a license or other approval from the proper U.S. Department without such license or approval. Such conduct includes, but is not limited to, the export, or attempt to export or otherwise transfer or sell any commodity, product or technical data, or furnishing any service to any foreign party, whether abroad or in the United States. Furthermore, U.S. law prohibits the sale, transfer, or export of items to Embargoed Countries and entities on the Department of State's List of Debarred Parties, the Department of Commerce's Denied Persons List, and the Department of the Treasury's Specially Designated Nationals and Blocked Persons List. It is the Buyer's responsibility to be aware of the Lists of Embargoed Countries, Debarred Parties, Denied Persons, and Specially Designated Nationals and Blocked Persons. These Lists can be found at the applicable U.S. Government agency website.

Having lawfully received the above commodities, the Buyer and Entity and/or Person(s) listed in "Ship To" (1) assumes all responsibility to further comply with the requirements imposed by all applicable laws, regulations and administrative policies and (2) certifies that it will so comply. Diversion contrary to U.S. law is prohibited.

The export control laws and regulations are complex; therefore any summary of such laws and regulations herein is not comprehensive and is not to be taken as legal advice or counseling.

All Exports: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

Attachment: USIQ Streamlight Light Quote (6643 : Unbudgeted Purchases for Sheriff's Office)

USIQ Inc.,
3150 Commercial Ave
Northbrook, IL 60062
Phone: 1-888-882-8747
Fax: (847) 919-9409
Email: volumesales@usiq.com

Quotation

QUOTATION #	DATE	CUSTOMER ID	REFERENCE #
100942	5/19/2021	6324069	0

SELL TO	SHIP TO
Angela Gross County of Colusa 547 Market St Ste 110 Colusa CA 95932 United States	Angela Gross County of Colusa 547 Market St Ste 110 Colusa CA 95932 United States

Shipping Method:	UPS Ground	Payment Method:		Last 4 digits:	
Freight Terms:		Payment Terms:		PO Number:	0
Delivery Information:		Offer Valid for:			
Sales Person:	Scott Tinder	All prices are in US dollars.			

SKU	DESCRIPTION	QUANTITY	TOTAL WEIGHT	UNIT PRICE	TOTAL
VX-RD-CFV-CF-RD2	Vortex Crossfire II 1x Red Dot Sight, 2 MOA Dot Sight, Black, CF-RD2	12	12	$122.25	$1,467.00

SUBTOTAL	$1,467.00
SHIPPING	$25.52
SALES TAX	$106.36
TOTAL	$1,598.88

All prices are shown in US Dollars.
If you have any questions concerning this quotation, contact our Sales Team via e-mail to volumesales@usiq.com or via phone 1-888-882-8747, Monday - Friday 8 AM to 6 PM CST.

Please see http://www.USIQ.com/notices.html for our Return & Exchange Policy.

Important Export Restrictions: Commodities, products, technologies, and services listed herein are subject to one or more of the U.S. export control laws and regulations enforced by the U.S. Department of State, the U.S. Department of Commerce, or the U.S. Department of the Treasury. It is unlawful and strictly prohibited to engage in conduct requiring a license or other approval from the proper U.S. Department without such license or approval. Such conduct includes, but is not limited to, the export, or attempt to export or otherwise transfer or sell any commodity, product or technical data, or furnishing any service to any foreign party, whether abroad or in the United States. Furthermore, U.S. law prohibits the sale, transfer, or export of items to Embargoed Countries and entities on the Department of State's List of Debarred Parties, the Department of Commerce's Denied Persons List, and the Department of the Treasury's Specially Designated Nationals and Blocked Persons List. It is the Buyer's responsibility to be aware of the Lists of Embargoed Countries, Debarred Parties, Denied Persons, and Specially Designated Nationals and Blocked Persons. These Lists can be found at the applicable U.S. Government agency website.

Having lawfully received the above commodities, the Buyer and Entity and/or Person(s) listed in "Ship To" (1) assumes all responsibility to further comply with the requirements imposed by all applicable laws, regulations and administrative policies and (2) certifies that it will so comply. Diversion contrary to U.S. law is prohibited.

The export control laws and regulations are complex; therefore any summary of such laws and regulations herein is not comprehensive and is not to be taken as legal advice or counseling.

All Exports: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

Attachment: USIQ Vortex Crossfire Sight (6643 : Unbudgeted Purchases for Sheriff's Office)

From: 232-Hunting
To: Angela Gross
Cc: Christan Ross
Subject: Chico Sportsmans Warehouse - Vortex Red dot CF-RD2 12QTY
Date: Tuesday, May 18, 2021 2:39:51 PM

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.

Angela,

Per our conversation.

Currently we have supply available to attempt/request a transfer for 12 units of the vortex Red Dot CF-RD2 through our buying team.

The units are priced at 149.99 each. We can extend out a 10% discount for this purchase.

With the discount and tax - the out the door price would be **$1737.43.**

You mentioned your board meeting takes places in the beginning of June. Dependent upon availability at that time we may or may not be able to facilitate the order. If the supply is still there I can attempt/request to get the units transferred in to our Chico location for you.

Thank You

John Waters
Hunting Department Manager
Sportsmans Warehouse #232
765 East Ave Suite 170 Chico, CA 95928
530-897-0500 Ext-1

Attachment: Chico Sportsmans Warehouse - Vortex Red dot CF-RD2 12QTY (6643 : Unbudgeted Purchases for Sheriff's Office)

Ann Nordyke

From: ROGALSKI, ALYSSA <arrogals@amazon.com>
Sent: Tuesday, May 25, 2021 11:09 AM
To: Angela Gross
Subject: RE: Amazon Spend in County

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.

Yeah it looks like it applies to all of our Amazon Business customers because I even tried to go in and update the shipping to your zip and other zips in CA and was getting that message, but I would be able to ship that item to Massachusetts. That's why I reached out to my team to confirm.

Sorry!!

From: Angela Gross <angross@countyofcolusa.com>
Sent: Tuesday, May 25, 2021 1:41 PM
To: ROGALSKI, ALYSSA <arrogals@amazon.com>
Subject: RE: [EXTERNAL] Amazon Spend in County

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Thank you, Alyssa. Just want to confirm that that applies even with us being a local government agency?

Angela Gross
County of Colusa
Purchasing & Procurement
530.458.0437

From: ROGALSKI, ALYSSA [mailto:arrogals@amazon.com]
Sent: Tuesday, May 25, 2021 10:36 AM
To: Angela Gross <angross@countyofcolusa.com>
Subject: RE: Amazon Spend in County

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.

Hi Angela,

My team said the reason it cannot be shipped in the state, not just your county, is because the state of California regulates firearm sales. They have restrictions on certain firearm sales and how they can be sold and it looks like that product falls into that category.

Attachment: Amazon Unable to Ship to CA (6643 : Unbudgeted Purchases for Sheriff's Office)

Thanks,
Alyssa

From: Angela Gross <angross@countyofcolusa.com>
Sent: Tuesday, May 25, 2021 1:14 PM
To: ROGALSKI, ALYSSA <arrogals@amazon.com>
Subject: RE: [EXTERNAL] Amazon Spend in County
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Amazon.com : Vortex Optics Crossfire Red Dot Sight Gen II - 2 MOA Dot, Black : Sports & Outdoors

Thank you,

Angela Gross
County of Colusa
Purchasing & Procurement
530.458.0437

From: ROGALSKI, ALYSSA [mailto:arrogals@amazon.com]
Sent: Tuesday, May 25, 2021 5:48 AM
To: Angela Gross <angross@countyofcolusa.com>
Subject: RE: Amazon Spend in County

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.

Hi Angela,

Can you send me the exact link to the item?

Thanks!
Alyssa

From: Angela Gross <angross@countyofcolusa.com>
Sent: Monday, May 24, 2021 7:45 PM
To: ROGALSKI, ALYSSA <arrogals@amazon.com>
Subject: RE: [EXTERNAL] Amazon Spend in County
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Hi Alyssa,

Attachment: Amazon Unable to Ship to CA (6643 : Unbudgeted Purchases for Sheriff's Office)

I'm trying to do a price comparison using Amazon for 12 Vortex Optics Crossfire Read Dot Sights Gen II MOA (CF-RD2). I'm getting a message that they can't be shipped to my address and am unable to proceed. Is that something that you can "fix" for me? Or direct me to someone that can assist.

Thank you,

Angela Gross
County of Colusa
Purchasing & Procurement
530.458.0437

From: ROGALSKI, ALYSSA [mailto:arrogals@amazon.com]
Sent: Monday, May 24, 2021 2:22 PM
To: Angela Gross <angross@countyofcolusa.com>
Subject: RE: Amazon Spend in County

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.

Hello!

Sounds good, if you want to pick a time now for a call next week that might be easiest.

Click here to schedule time in my calendar.

Thanks!
Alyssa

Alyssa Rogalski
Local Government Customer Advisor
arrogals@amazon.com
Direct phone: 617-377-6206
amazonbusiness
Register for Amazon Business here or contact me for more details
Click here to schedule time in my calendar
Support Black-owned businesses on Amazon Business

From: Angela Gross <angross@countyofcolusa.com>
Sent: Monday, May 24, 2021 5:20 PM
To: ROGALSKI, ALYSSA <arrogals@amazon.com>
Subject: RE: [EXTERNAL] Amazon Spend in County

Attachment: Amazon Unable to Ship to CA (6643 : Unbudgeted Purchases for Sheriff's Office)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Hi Alyssa,

I don't currently have time, but I would be interested. Perhaps next week we can talk.

Thank you,

Angela Gross
County of Colusa
Purchasing & Procurement
530.458.0437

From: ROGALSKI, ALYSSA [mailto:arrogals@amazon.com]
Sent: Monday, May 24, 2021 2:17 PM
To: Angela Gross <angross@countyofcolusa.com>
Subject: RE: Amazon Spend in County

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.

Thanks Angela!

I just got some information from your account that bubbled up. It looks like the current Amazon Business account has spent over $1551 in shipping just this year alone, does that sound right to you??

I am happy to share that with you if you have a second.

Thanks!
Alyssa

From: Angela Gross <angross@countyofcolusa.com>
Sent: Wednesday, May 12, 2021 5:35 PM
To: ROGALSKI, ALYSSA <arrogals@amazon.com>
Subject: RE: [EXTERNAL] Amazon Spend in County

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Hi Alyssa,

I'm working remotely. I just sent an email to our CAO and Auditor regarding our Amazon Business Account. Once I receive their response, we can set up a time to speak. Possibly next week. I'll reach out when I have some more information.

Thank you,

Attachment: Amazon Unable to Ship to CA (6643 : Unbudgeted Purchases for Sheriff's Office)

Angela Gross
County of Colusa
Purchasing & Procurement
530.458.0437

From: ROGALSKI, ALYSSA [mailto:arrogals@amazon.com]
Sent: Wednesday, May 12, 2021 2:07 PM
To: Angela Gross <angross@countyofcolusa.com>
Subject: RE: Amazon Spend in County

> **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.

Hi Angela,

Are you in the office this week for a quick call?

Thanks!
Alyssa

From: ROGALSKI, ALYSSA
Sent: Monday, April 26, 2021 1:03 PM
To: 'angross@countyofcolusa.com' <angross@countyofcolusa.com>
Subject: Amazon Spend in County

Hi Angela,

Would this week work to reconnect regarding Amazon Business/Amazon.com accounts in the County?

As we discussed back in January, there is a mix of Amazon.com and Amazon Business account spend by many County employees.

You can pick a time that works well for you directly on my calendar à Click here

Best,
Alyssa

Alyssa Rogalski
Local Government Customer Advisor
arrogals@amazon.com
Direct phone: 617-377-6206
amazonbusiness
Register for Amazon Business here or contact me for more details
Click here to schedule time in my calendar
Support Black-owned businesses on Amazon Business

Attachment: Amazon Unable to Ship to CA (6643 : Unbudgeted Purchases for Sheriff's Office)

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

Purchase Order No.
0232506082021c

PURCHASE ORDER

VENDOR	USIQ, Inc.	**REQUISITIONER ADDRESS**	
NAME	Scott Tinder	NAME	Colusa County Purchasing
ADDRESS	3150 Commercial Ave	ADDRESS	547 Market St. Ste. 110 Colusa, CA 95932
	Northbrook, IL 60062	PHONE	530.458.0437
PHONE	847.919.9409 FAX	**DELIVERY ADDRESS**	
		NAME	**Colusa County Sheriff's Office**
		Contact	**Lt. Jose Ruiz**
		Address	
		PHONE	**FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
6/8/2021	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
12	EA	VX-RD-CFV-CF-RD2	Vortex Crossfire II 1x Red Dot Sight, 2 MOA, CF-RD2	122.25	1,467.00

SUBTOTAL	1,467.00
CA Sales Tax 7.25%	106.36
Shipping/Handling	25.52
E-Waste Fee	
TOTAL	1,598.88

BASED ON ATTACHED QUOTE
100942

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 Date

Attachment: 0232506082021 Vortex Crossfire PO (6643 : Unbudgeted Purchases for Sheriff's Office)

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **County Waterworks #1 request to extend Deficit in County Treasury to September 30, 2021.**

Approve Colusa County Waterworks District #1 request to extend authorization to carry a deficit fund balance in the County Treasury in an amount not to exceed $650,000 to September 30, 2021.

Detailed Description/Background of request

On June 26, 2018 the Board approved the request of the District to carry a deficit fund balance in the County Treasury up to $550,000 for a period not to exceed 10 months. This request was made due to the District's intended water system improvements being funded with grants from DWR and USDA, which means, the District has to expend the funds, and then make application for reimbursement.

On January 19, 2021 the Board approved Colusa County Waterworks District #1 request to extend the timeframe 6 months in order to finalize the project, pay the contractors and seek reimbursement from the granting agencies as well as increasing the original amount by approximately $100,00 due to the final cost exceeding the original amount, for a total amount not to exceed $650,000

On May 11, 2021 the CAO received a request from Colusa County Waterworks District #1 to extend the timeframe to September 30, 2021. The District continues working with the State to receive their reimbursements. The District has not hit the $650,000 ceiling at any time since they were first authorized to carry a deficit fund balance.

As with the past approvals, the District is aware that during any time that their fund is in a negative status, they will be charged interest at the rate currently being accrued by the Treasury, which is standard for any fund experiencing a negative balance.

Prior Board Action

June 26, 2018 and January 19, 2021

Fiscal Impact/Funding Source

No fiscal impact to County. Any County funds utilized on the District's behalf will earn interest at same rate as if they remained in the County Treasury.

Action for the Clerk
Notify District of Board action

Colusa County Waterworks #1; Attn: Lance Swift, PO Box 131 Grimes, CA 95950 email: lswift@pjusd.org

COUNTY OF COLUSA, CA **10.1**

Request For County Board of Supervisors Action

MEETING DATE:	**June 8, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the May 24, 2021 Board of Supervisors Special Meeting Minutes**

Approve the May 24, 2021 Board of Supervisors Special Meeting Minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Print out and have Chair sign then distribute accordingly and upload into MinuteTraq and County website. Close meeting date in MinuteTraq. Add to Laserfiche

ATTACHMENTS:

- 05-24-21 Minutes Special Meeting (PDF)

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

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

COLUSA COUNTY
BOARD OF SUPERVISORS

Special Meeting
Minutes
May 24, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Special Session this 24th day of May 2021 at the hour of 12:34 p.m. Present: Supervisors Gary J. Evans, J. Merced Corona, Kent S. Boes, and Denise J. Carter Absent: Supervisor Daurice K. Smith.

Present: Wendy G. Tyler, Ann Nordyke, Melissa Kitts,
CAO, Clerk of the Board.
Jolene Church, Human Resources Department.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

ANNOUNCEMENT OF CLOSED SESSION

Ms. Tyler announces Closed Session as follows:

1. Public Employment
California Government Code 54957 (b)(1) Interviews for County Counsel.

Chair Evans declares a recess at 12:35 p.m. to convene in Closed Session with all Supervisors present except Daurice K. Smith.

Present: Wendy G. Tyler, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.

Attachment: 05-24-21 Minutes Special Meeting (6664 : Approve the May 24, 2021 Board of Supervisors Special Meeting Minutes)

I. CLOSED SESSION

1. Public Employment
   California Government Code 54957 (b)(1) Interviews for County Counsel.

2:50 p.m. Chair Evans continues meeting to May 26, 2021 at the hour of 10:30 a.m.

Chair Evans reconvenes in Special Session on May 26, 2021 at 10:30 a.m. with all Supervisors present except Supervisor Smith.

Present: Wendy G. Tyler, CAO, Clerk of the Board.

CLOSED SESSION

1. Public Employment
   California Government Code 54957 (b)(1) Interviews for County Counsel.

Chair Evans adjourned the meeting at 12:09 p.m. to reconvene in Regular Session on May 25, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 05-24-21 Minutes Special Meeting (6664 : Approve the May 24, 2021 Board of Supervisors Special Meeting Minutes)

COUNTY OF COLUSA, CA **10.2**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Update on Sites Reservoir Project**

County and Sites Authority staff to provide an update on the Sites Reservoir Project

Detailed Description/Background of request

Update on Sites Reservoir Project.

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

ATTACHMENTS:

- 6-8-21 Meeting Sites Presentation (PPTX)

Sites Reservoir Project

Colusa County Board of Supervisors

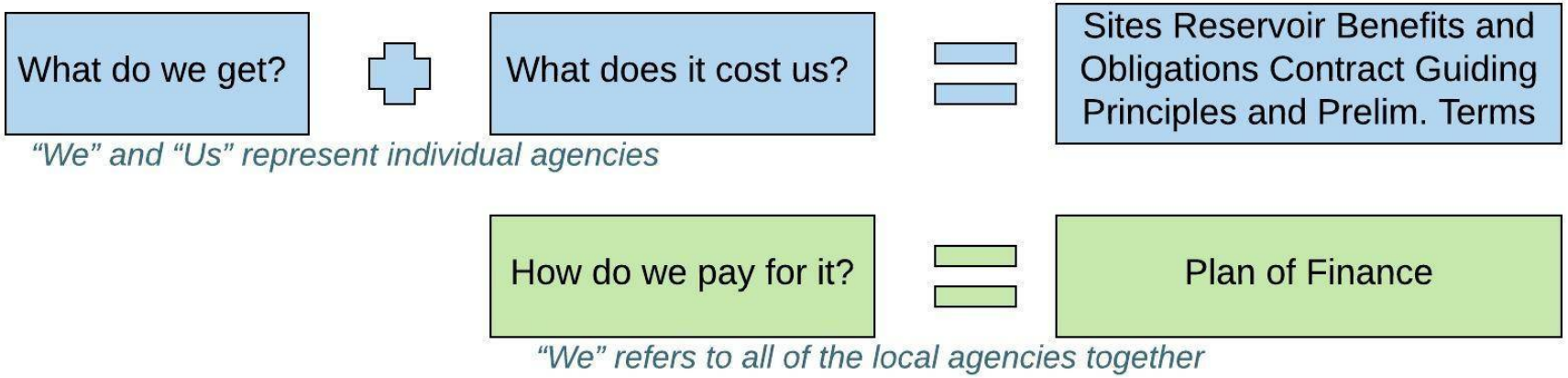
June 8, 2021

Predecisional Working Document – For Discussion Purposes Only

Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

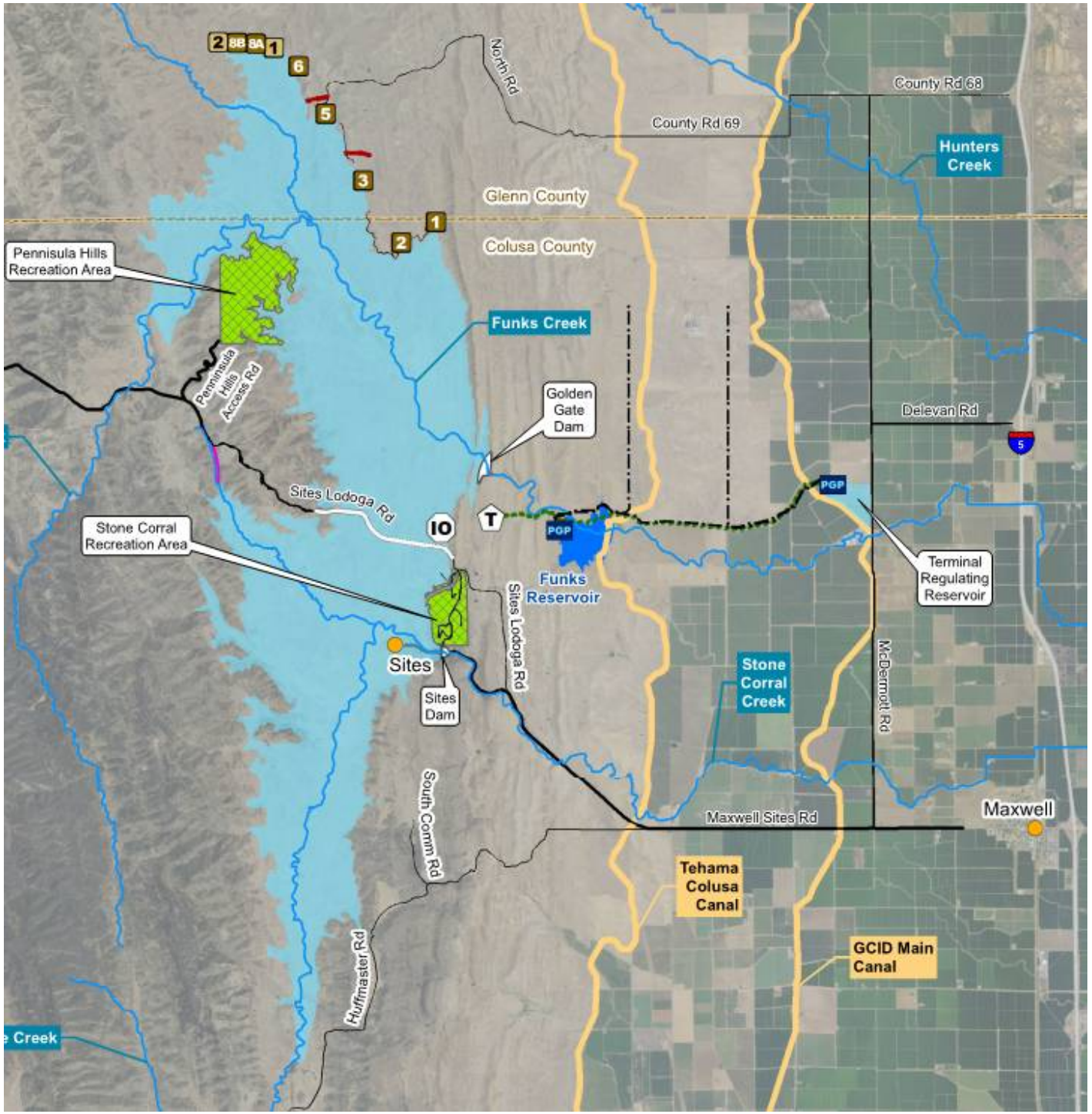
Outline

- Project Overview and Update
- Next Agreement and Work Plan (Beyond 2021)
- Items for Development and Next Steps
- Questions



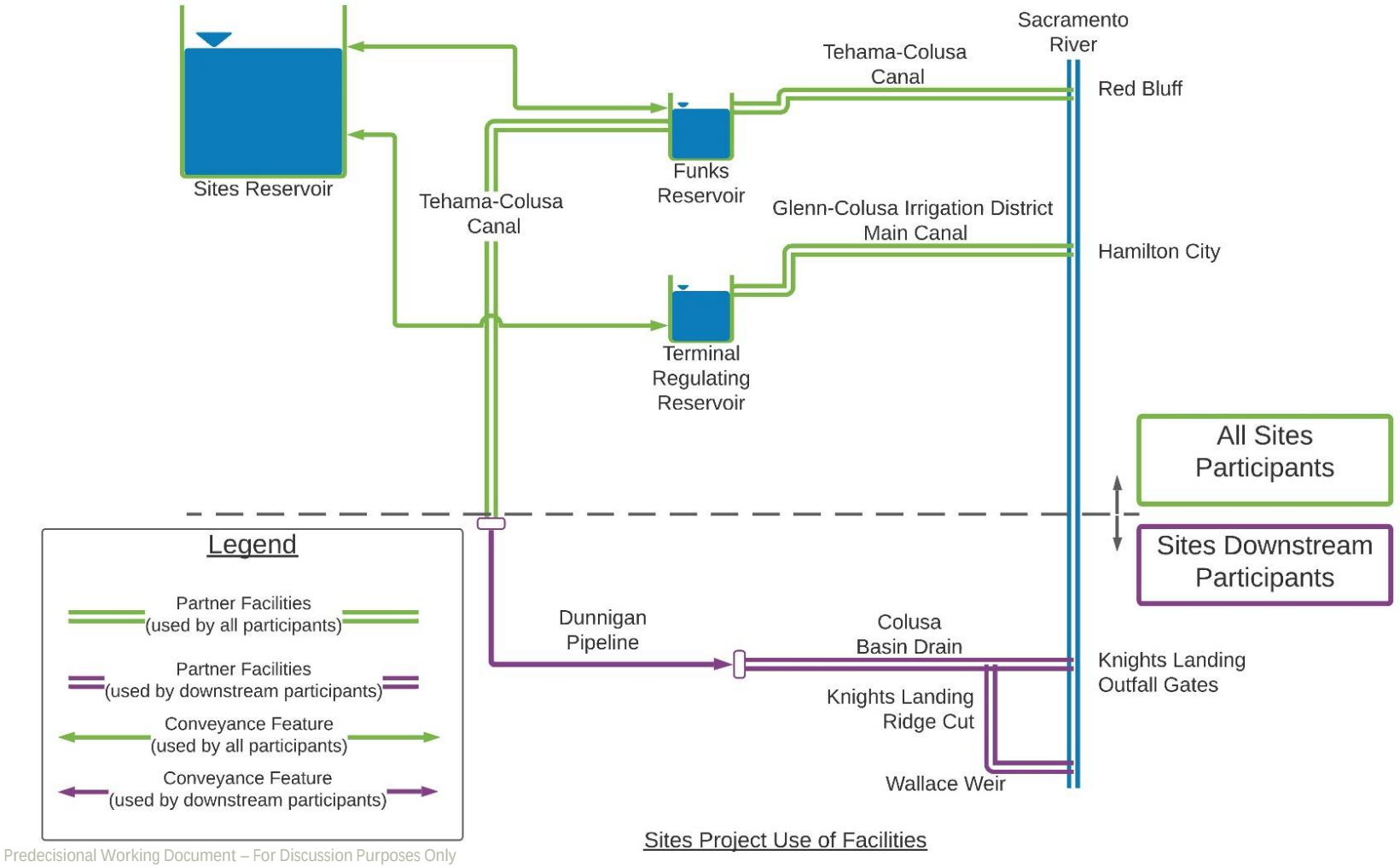
Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Project Map



Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

How Sites Will Work



Sites Project Use of Facilities

Predecisional Working Document – For Discussion Purposes Only

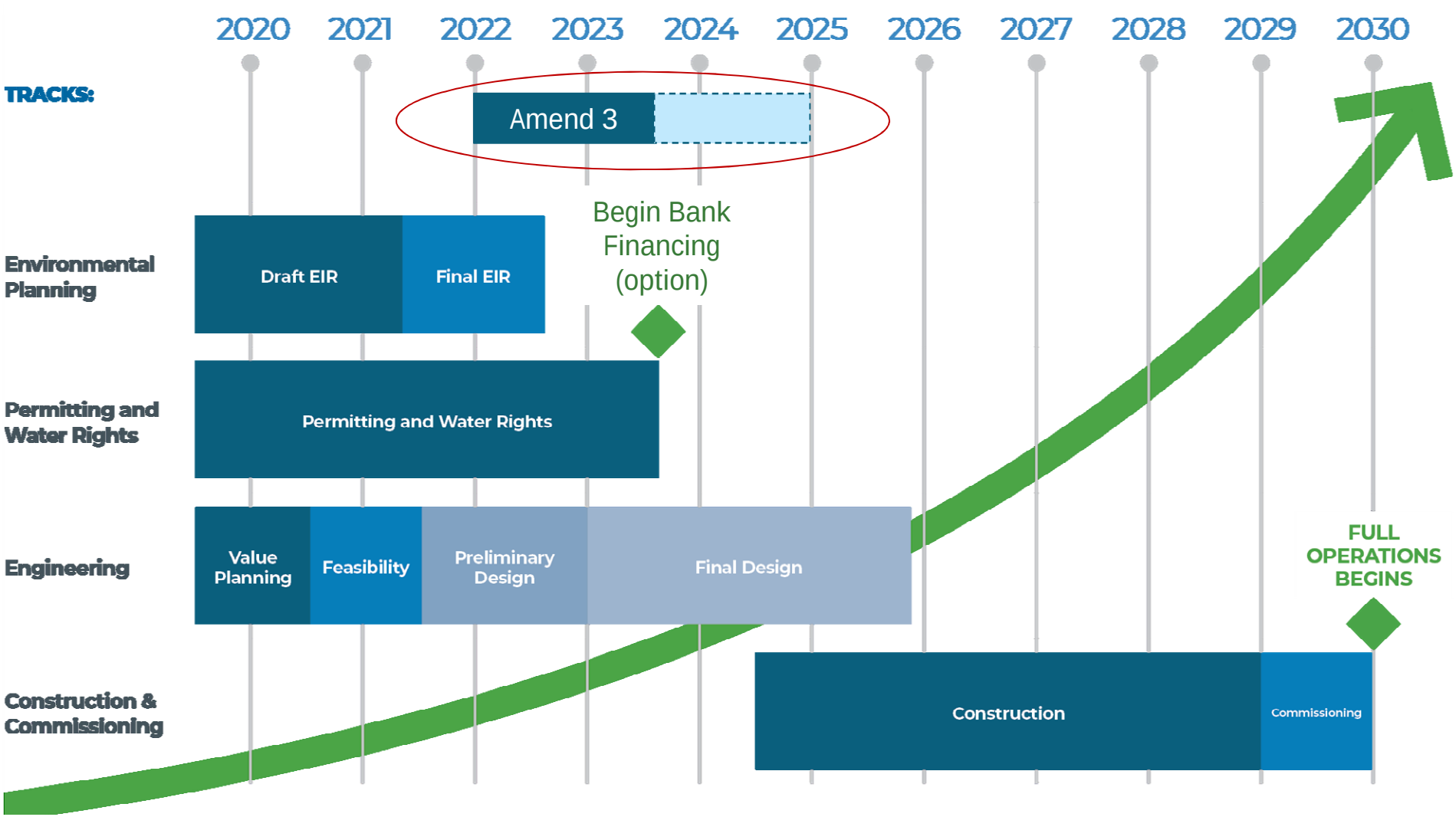
Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

What have we accomplished to date?

- Ü JPA and Reservoir Committee formed
- Ü Received funding support
  - Ü $37M in Participant funding to date
  - Ü Over $800M in Prop 1 funds
  - Ü Over $440M USDA loan
  - Ü Over $24M in WIIN Act appropriations, feasibility complete
- Ü Negotiating agreements with CDFW and Reclamation for state and federal benefits and financial support of the project
- Ü Negotiating agreements for use of partner facilities and operations with DWR and Reclamation
- Ü Initiated work to support water right application and CEQA/NEPA compliance
- Ü Right-sized the project

Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

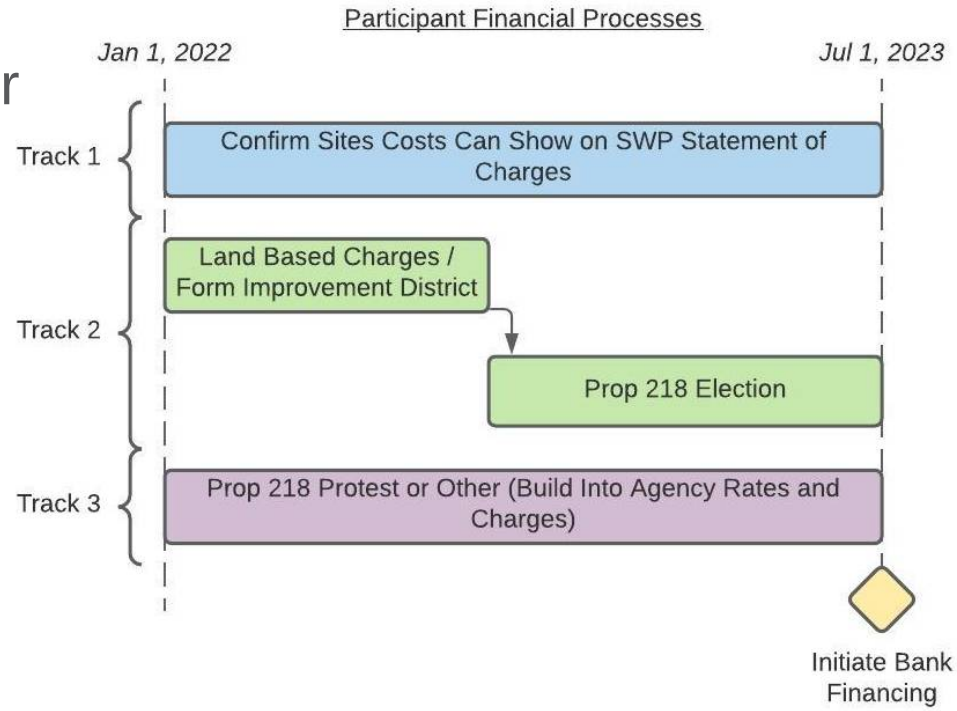
Project Schedule



Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Phase 2, Amendment 3 Participation Agreement

- 18- or 36-month duration, depending on work plan direction
- Agencies ready to secure revenue for financing (funding tracks) at end of first 18 months (with check-ins)
- Conversion to storage-based participation
- Cash calls paid in two or three installments upon reapproval / amendment of work plan with 75% majority at RC and AB
- Rebalancing prior to Amendment 3 execution



Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Work Plan Options

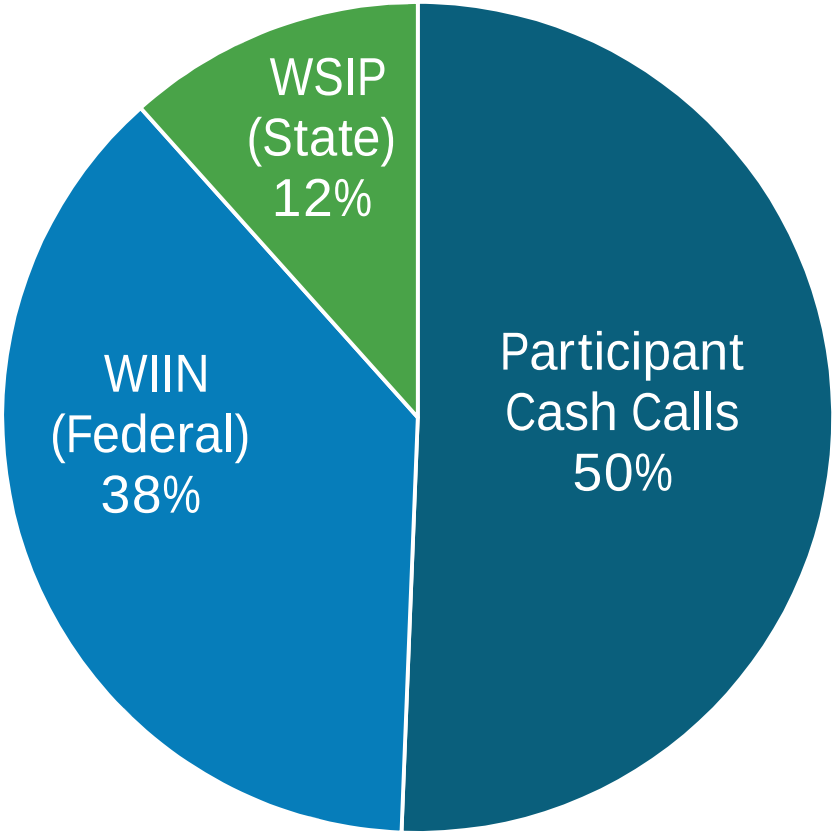
Option	Total Est'd Cash Call	Anticipated # of Cash Calls	Approximate Amt Due Per Cash Call	Rebalance Opportunity (yes or no)	Holds 2030 Date?
18-month schedule	$350/af	2	Jan 22 - $150/af Jan 23 - $200/af	Yes No	Yes
36-month schedule w/annual cash calls	$400/af	3	Jan 22- $100/af Jan 23 - $140/af Jan 24 - $160/af (or possible bank financing)	Yes Yes Yes	Not likely

Note: Colusa County current participation level is 10,000af, first cash call for 18 months is $1.5M, for 36 months is $1.0M

Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Work Plan Funding Sources (36 months, Estimate)

Estimated Spend $120-130M



Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Work Plan Scope

First 18 months includes securing **key permits** and the **water right** in both options

The most significant expense activities are **engineering** work needed to secure key permits and **geotechnical investigations** (over 50% of spend)

There is an option to enter **interim financing sooner** than the end of the work plan, after acquisition of the water right

Predecisional Working Document – For Discussion Purposes Only

Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Items for further development

Roles and Responsibilities	• Milestones to consider changes to governance
Project Assets and Ownership	• Saleable asset • Constraints on sale pricing • Priority of offering
Leasing and Storage and Sales of Water	• Pricing constraints • “Shop here first” and priority of offering
Financing	• Remaining in sync with Plan of Finance • Sufficiency pledge
Minimum Contract Term, Successor Agreements, and Changes	• Project offramps at different milestones • Changes in the regulatory environment and permit conditions

Predecisional Working Document – For Discussion Purposes Only

Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Next Steps

Workshop Dates

- April 23: Finance and Governance Alternatives
- June 18: Successor Agreement and Governance
- July 23: Affordability Review
- September 2: Plan of Finance and Term Sheets

Amendment 3 Agreement Schedule

- Jun 2021: Direction on 18- or 36-month work plan
- Sep 2021: Approval of agreement and work plan
- Dec 2021: Executed agreements due
- Jan 2022: First cash call invoice due

Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

Predecisional Working Document – For Discussion Purposes Only

Questions?

Predecisional Working Document – For Discussion Purposes Only

Attachment: 6-8-21 Meeting Sites Presentation (6660 : Update on Sites Reservoir Project)

COUNTY OF COLUSA, CA **10.3**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Termination of Local Health Emergency and Local Emergency Relating to COVID-19**

Adopt Resolution Terminating the Local Health Emergency and Local Emergency Related to COVID-19

Detailed Description/Background of request

On March 18, 2020 the Director of Emergency Services and the County Health Office proclaimed local emergencies due to Covid-19. The Board ratified those proclamations on March 24, 2020.

The Health and Safety Code and the Government Code require governing bodies to regularly revisit emergency declarations to ensure there is still the need. However, on March 4, 2020, Governor Newsom issued a proclamation suspending those provisions, and instead stating "any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency".

The County's COVID cases, hospitalizations and death rates have dropped and stabilized significantly over the past months, additionally our healthcare system is capable of treating those who do become infected without being overrun, and vaccine is widely available not only in Colusa County, but across the State and nation.

County staff does not believe that any conditions currently exist that are beyond the capacity of our organization. Accordingly, the emergencies should be terminated.

Prior Board Action

Ratified emergency proclamations on March 24, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Provide copies of Resolution to Sheriff and Health and Human Services Director.

ATTACHMENTS:

- Termination of local emergencies (DOCX)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS TERMINATING THE LOCAL EMERGENCY AND LOCAL PUBLIC HEALTH EMERGENCY RELATED TO COVID-19

WHEREAS, on March 18, 2020 the Director of Emergency Services proclaimed a local emergency due to Covid-19, and said proclamation was ratified by the Board of Supervisors on March 24, 2020; and

WHEREAS, on March 18, 2020 the Colusa County Public Health Officer proclaimed a local public health emergency due to Covid-19, and said proclamation was ratified by the Board of Supervisors on March 24, 2020; and

WHEREAS, under the conditions of the Governor's Proclamation of a State of Emergency made March 4, 2020, the provisions of Health and Safety Code section 101080 and Government Code section 8630, requiring periodic renewal of declarations of emergency by local government bodies were suspended and "any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency"; and

WHEREAS, within the boundaries of Colusa County conditions of extreme peril to the safety of persons and property caused by threat of COVID-19 no longer exist; and

WHEREAS, within the boundaries of Colusa County there is no longer an imminent and proximate threat to public health from COVID-19, in that vaccine is widely available, case rates and hospitalizations have stabilized, and much more is now known about the treatment of this illness.

NOW, THEREFORE, BE IT RESOLVED that the local emergency and local health emergency ratified by the Board on March 24, 2020, are hereby terminated.

PASSED AND ADOPTED this 8th day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

Attachment: Termination of local emergencies (6667 : Termination of Local Emergencies Related to COVID-19)

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
David A. Prentice, Interim County Counsel

Attachment: Termination of local emergencies (6667 : Termination of Local Emergencies Related to COVID-19)

COUNTY OF COLUSA, CA **10.4**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Telephonic Broadcast of Board of Supervisors Meetings**

Discussion and possible direction or action concerning telephonic broadcast of Board of Supervisors meetings.

Detailed Description/Background of request

With the onset of the Covid-19 pandemic, and under the authority of the Governor's Executive Orders N-25-20 and N-29-20, on March 24, 2020, the Board of Supervisors began providing telephonic participation for its meetings. On June 3, 2021 Governor Newsom confirmed that the June 15, 2021 termination of the Blueprint for a Safer Economy will have no impact on the Executive Order provision allowing for telephonic or virtual public meetings.

On April 27, 2021 the Chairman of the Board provided public notice that effective May 11, 2021, the meetings would no longer provide for telephonic participation. This decision was made in light of the wide availability of vaccine and stabilization of hospitalizations.

There has been a request by a member of the public that the Board reconsider this change, and that at a minimum provide a broadcast of the meeting, even if people cannot participate remotely.

The Brown Act provides for broadcasting of meetings, and for remote (teleconferencing or virtual) participation, but under cumbersome requirements. With Executive Order Nos. N-25-20 and N-29-20, the requirements were waived. This waiver enabled both elected officials, staff, and members of the public to safely participate in public meetings of local government bodies without leaving their homes.

There is no legal prohibition to the Board broadcasting their meetings. Many jurisdictions do this over the internet, however the County does not currently possess the bandwidth within our network to perform such a task. Therefore, our option would be to continue to utilize the conference phone for the time being.

This item is before you for discussion and potential direction/action to:

- Reactivate teleconferencing of the Board's meetings until such time as the

Executive Order is repealed
- Broadcast meetings with no remote participation
- Continue with in person only meetings

Staff is preparing another agenda item to be presented in August concerning the process and costs to provide for teleconferencing and or virtual Board meetings under the full provisions of the Brown Act.

Prior Board Action

5/25/21 request to place on agenda

Fiscal Impact/Funding Source

None

Action for the Clerk

Possible need to reformat agenda templates dependent upon Board's decision.

ATTACHMENTS:

- Excerpt of Executive Order N2920 (DOCX)
- Governor response re transition (PDF)

Excerpt of Executive Order N-29-20

1. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

(i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;

(ii) each teleconference location be accessible to the public;

(iii) members of the public may address the body at each teleconference conference location;

(iv) state and local bodies post agendas at all teleconference locations;

(v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and

(vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

Attachment: Excerpt of Executive Order N2920 (6661 : Telephonic broadcast of Board Meetings)

(i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
(ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

(i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and

(ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

Attachment: Excerpt of Executive Order N2920 (6661 : Telephonic broadcast of Board Meetings)

OFFICE OF THE GOVERNOR

June 2, 2021

VIA EMAIL

Graham Knaus, Executive Director
CA State Assoc. of Counties
gknaus@counties.org

Carolyn Coleman, Executive Director
League of CA Cities
ccoleman@cacities.org

Staci Heaton, Acting Vice President of Government Affairs
Rural County Representatives of CA
sheaton@rcrcnet.org

Pamela Miller, Executive Director
CA Assoc. of Local Agency Formation Commissions
pmiller@calafco.org

Niel McCormick, Chief Executive Officer
CA Special Districts Assoc.
neilm@csda.net

Jean Kinney Hurst, Legislative Advocate
Urban Counties of CA
jhurst@counties.org

Laura Preston, Legislative Advocate
Assoc. of CA School Administrators
lpreston@acsa.org

Amber King, Vice President, Advocacy and Membership
Assoc. of CA Healthcare Districts
amber.king@achd.org

Danielle Blacet-Hyden, Deputy Executive Director
CA Municipal Utilities Assoc.
dblacet@cmua.org

Kristopher M. Anderson, Esq., Legislative Advocate
Assoc. of CA Water Agencies
krisa@acwa.com

RE: Transition Period Prior to Repeal of COVID-related Executive Orders

Dear Mr. Knaus, Ms. Miller, Ms. Hurst, Ms. Preston, Ms. Heaton, Ms. King, Ms. Coleman, Ms. Blacet-Hyden, Mr. McCormick, Mr. Anderson, and colleagues,

Thank you for your correspondence of May 18, 2021, inquiring what impact the anticipated June 15 termination of the Blueprint for a Safer Economy will have on Executive Order N-29-20, which provided flexibility to state and local agencies and boards to conduct their business through virtual public meetings during the COVID-19 pandemic.

Attachment: Governor response re transition (6661 : Telephonic broadcast of Board Meetings)

Please be assured that this Executive Order Provision will not terminate on June 15 when the Blueprint is scheduled to terminate. While the Governor intends to terminate COVID-19 executive orders at the earliest possible date at which conditions warrant, consistent with the Emergency Services Act, the Governor recognizes the importance of an orderly return to the ordinary conduct of public meetings of state and local agencies and boards. To this end, the Governor's office will work to provide notice to affected stakeholders in advance of rescission of this provision to provide state and local agencies and boards time necessary to meet statutory and logistical requirements. Until a further order issues, all entities may continue to rely on N-29-20.

We appreciate your partnership throughout the pandemic.

Regards,

Ana Matosantos
Cabinet Secretary

Attachment: Governor response re transition (6661 : Telephonic broadcast of Board Meetings)

COUNTY OF COLUSA, CA **10.5**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Human Resources**

FROM: **Ann Nordyke**

SUBJECT: **Revisit Resolution Establishing Temporary Personnel Policies**

Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

Detailed Description/Background of request

On March 24, 2020 the Board adopted Resolution No. 20-008 Establishing Temporary Additional Personnel Policies for County Employees in response to issues related to the COVID-19 Pandemic. The temporary policies include the ability to telecommute in some instances, to borrow up to 80 hours of sick leave upon exhaustion of all leave, and modifies the requirement for physician's note for absences longer than 3 days. The paid administrative leave provision expired March 31st, and employees are now utilizing leave balances for absences.

On April 7, 2020 the Board made a minor change to the Resolution adding the following words in Section 4: "or are absent for any COVID-19 purpose"

On August 4, 2020 a change to the resolution was made pertaining to the hours of work limitation for extra-help employees. The 28-hour per week limitation for extra help employees was lifted for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

On August 18, 2020 the Board reconsidered/extended the resolution and added language to the resolution pertaining to bereavement leave for Colusa County Employees' Association (CCEA) employees.

On December 15, 2020 the resolution was modified to allow Department Heads to waive employee vacation accrual caps if the employee is unable to take time off due to COVID-19 related workload.

On January 5, 2021 the resolution was modified to ensure provision of continued paid administrative leave in light of the expiration of the FFRCA and SPSL on December 31, 2020.

On March 30, 2021 the resolution was modified to update the temporary policy in compliance with Labor Code section 248.2 significant new obligations related to the

provision of paid leave for reasons related to COVID-19.

Prior Board Action

May 25, 2021 reconsidered/extended Resolution with no changes.

May 11, 2021 reconsidered/extended Resolution with no changes.

April 27, 2021 reconsidered/extended Resolution with no changes.

April 13, 2021 reconsidered/extended Resolution with no changes.

March 30, 2021 reconsidered/extended Resolution update temporary policy in compliance with Labor Code section 248.2 significant new obligations related to provision of paid leave for reason related to COVID-19.

March 16, 2021 reconsidered/extended Resolution with no changes.

March 2, 2021 reconsidered/extended Resolution with no changes.

February 16, 2021 reconsidered/extended Resolution with no changes.

February 2, 2021 reconsidered/extended Resolution with no changes.

January 19, 2021 reconsidered/extended Resolution with no changes.

January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.

December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.

November 24, 2020 reconsidered/extended Resolution with no changes

November 10, 2020 reconsidered/extended Resolution with no changes

October 27, 2020 reconsidered/extended Resolution with no changes

October 13, 2020 reconsidered/extended Resolution with no changes

September 29, 2020 reconsidered/extended Resolution

September 15, 2020 reconsidered/extended Resolution

September 1, 2020 reconsidered/extended Resolution

August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.

August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19

related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

June 30, 2020 reconsidered/extended the Resolution 35 days

June 2, 2020 reconsidered/extended the Resolution

May 5, 2020 reconsidered/extended the Resolution

April 21, 2020 reconsidered/extended the Resolution

April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008

March 24, 2020 Resolution 20-008 was adopted

Fiscal Impact/Funding Source
Unknown at this time since COVID related expenses vary based on need.

Action for the Clerk
None

ATTACHMENTS:

- 20-008 Resolution Establishing Temporary Additional Personnel Policies (PDF)

RESOLUTION NO. 20-008

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ESTABLISHING TEMPORARY ADDITIONAL PERSONNEL POLICIES

WHEREAS, the world is experiencing a pandemic related to the COVID-19 (Corona Virus);

WHEREAS, the Governor of the State of California has declared a statewide emergency related to COVID-19;

WHEREAS, the United States Center for Disease Control, the California Department of Public Health, and the Governor have issued guidelines to help prevent the spread of COVID-19 (Guidelines);

WHEREAS, school districts in the County have temporarily suspended school or are engaging in on-line instruction in an effort to prevent the spread of COVID-19;

WHEREAS, school closures may potentially impact certain County employees to the extent they have to care for children who would normally be in school;

WHEREAS, the Board of Supervisors finds that it is in the best interest of the citizens and employees of the County to take temporary measures to help prevent the spread of COVID-19 and mitigate the impact on potentially affected employees.

NOW, THEREFORE, BE IT RESOLVED that the following temporary personnel policies are implemented:

1. Appointing authorities, with the concurrence of the County Administrative Officer (CAO) and the Human Resources Director, may in their discretion allow select employees to temporarily work remotely, to the extent those employees can remotely perform the essential functions of their job, and the remote work is consistent with issued Guidelines to prevent the spread of COVID-19;

2. Employees who have come into verifiable contact with COVID-19 and have been ordered by the Public Health Officer to self-quarantine, are following state orders to self-quarantine, or those employees who are ill or exhibiting COVID-19 symptoms, shall self-quarantine for the length of time ordered by the Public Health Officer, their doctor, State orders, or in the absence of any such direction until they have been cleared to return to work based on the return to work protocols set forth by the Human Resources Department in accordance with the Department Head Guidance. Employees who do not qualify to work from home under this resolution shall be required to use sick leave or vacation leave during the applicable period;

3. In the event of a COVID-19 workplace exposure, asymptomatic employees who have been identified as a "close contact" may receive, subject to the approval of the Human Resources Director, up to 10 working days of Paid Administrative Leave during their quarantine

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6657 : Revisit Resolution 20-008)

period. "Close contact" as used in this document means: an individual who interacted with a person who tested positive for COVID-19, and was in close proximity of less than 6 feet for a cumulative total of 15 or more minutes over a 24-hour period during the infectious period (48 hours prior to the onset of symptoms or a positive COVID-19 test);

4. Employees who have expended all their leave balances and who are required to self-quarantine or are absent for any COVID-19 related purpose may request to take leave without pay in accordance with existing County policy. Alternatively, the Board authorizes, subject to the approval of the County Administrative Officer and Human Resources Director in each case, the advancement of up to eighty (80) hours of sick leave, which will be made up by a percentage reduction in sick leave accruals over a 3 year period following the last advancement. Employees requesting a sick leave advancement are required to acknowledge in writing that any such advancement not made up during the term of their employment would constitute a debt owed the County and they further authorize the deduction from their final paycheck any monies due and owing the County upon ceasing County employment. Advances made under this resolution will be coordinated between the Payroll unit and the Human Resources Department;

5. Employees who are required to self-quarantine or shelter in place under an order by the Public Health Officer or the California Department of Health, or who due to a school closure or other event attributable to COVID-19 are required to remain at home to care for their child, will not be required to expend any accrued leave balances or suffer a loss in pay attributable to leave, during the month of March 2020.

6. Employees who are unable to work or telework due to a COVID-19 related quarantine, isolation period, vaccination, or illness involving themselves or a family member are entitled to COVID-19 supplemental paid sick leave, as set forth more specifically in California labor Code section 248.2.

7. Under these temporary policies and directives, the Human Resources Director to the extent permitted by law, may require the employee obtain medical or other factual certification supporting any remote work requests, leave requests, or leave advancements. Appointing authorities with the concurrence of the Human Resources Director and based on the facts and circumstances of any absence, may waive any requirement to provide a doctor's statement upon return to work under Colusa County Code section 45.8.5.9;

8. The Board of Supervisors will reconsider this resolution during each regularly scheduled Board meeting following adoption and absent further Board action this resolution and these temporary provisions will expire within thirty (30) days from enactment; and

9. The Human Resources Director, working through the County's labor negotiator, shall establish contact with the five bargaining unit representatives to assure labor concurrence or receive suggested modifications of these temporary policies. All personnel policies, rules, code provisions, or regulations not directly affected by this resolution shall remain in full force.

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6657 : Revisit Resolution 20-008)

10. The Human Resources Director, in consultation with the County Administrative Officer, may waive the 28-hour per week limitation for Covid-19 related extra help positions for any County department.

11. For CCEA employees eligible to take bereavement leave, the 30-day requirement to utilize the leave will be waived. Each occurrence will be considered on a case by case basis.

12. With the approval of the Department Head, an employee's vacation accrual cap may be waived if the employee is assisting with efforts to prevent the spread of COVID-19 and is unable to take time off.

PASSED AND ADOPTED this 30th day of March, 2021 by the following vote:

AYES: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, J. Merced Corona and Gary J. Evans.

NOES: None.

ABSENT: None.

Gary J. Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6657 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA

13.1

Request For County Board of Supervisors Action

MEETING DATE: June 8, 2021

DEPARTMENT: County Counsel

FROM: Ann Nordyke

SUBJECT: Closed Session - Public Employment

PUBLIC EMPLOYMENT
California Government Code 54957(b)(1); Title: County Counsel.

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 **14.1**

Request For County Board of Supervisors Action

MEETING DATE:	**June 8, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Greg Plucker**
SUBJECT:	**Public Hearing regarding Community Development Block Grant (CDBG) Grant #15-CDBG-10570 (Maxwell Sidewalks) Accomplishments and Final Closeout.**

9:30 a.m. Public Hearing to receive the Grantee Performance Report, discuss grant accomplishments and allow for public input regarding CDBG Grant # 15-CDBG-10570 (Maxwell Sidewalks) and authorize the County Administrative Officer to sign the Closeout Certification Form.

Detailed Description/Background of request

The CDBG program is administered by the State Department of Housing and Community Development (HCD). HCD requires that in order to closeout a grant that a public hearing be held to provide information to the public about the accomplishments of the grant funded activities and to allow the public to provide any input. Following the hearing, a closeout certification form must be submitted to HCD to officially closeout the grant.

On September 9, 2015 the County of Colusa was awarded a CDBG grant in the amount of $803,985. The contract with HCD was entered into on January 6, 2016 and ended on September 30, 2020. Project Activities and accomplishments are summarized below:

Public Improvements: Maxwell Sidewalks - $532,777

The original budget for this activity was $282,777, which was based on the costs for the project when the grant application was prepared in mid-year 2015. The Public Works Department solicited bids on two occasions. In both solicitations bids received were in excess of the available funds due to increases in construction costs. The County received permission from HCD to re-allocate $250,000 within the 15-CDBG-10570 grant to the sidewalk project ($125,000 from the Direct Financial Assistance to For-Profits funds and $125,000 from the Microenterprise Technical Assistance funds).

This project resulted in the installation of pedestrian Americans with Disability Act (ADA) ramps, curbs, gutters, and sidewalks in locations along Maxwell Road, Pacific Street, California Street, San Francisco Street, Cosner Avenue, North Street, and Olive Street in the town of Maxwell. Some drainage and street widening was also performed in

support of these facilities. Approximately 1,500-linear feet of sidewalk and approximately 1,300-linear feet of curb and gutter were installed, as well as 12 pedestrian ramps. The improvements brought the locations up to current code standards and are now ADA compliant.

This project has created more accessible pathways between residential areas and schools within the Maxwell area. The upgrades also provided ADA compliant ramps at intersections that were previously not wheelchair accessible. A total of 1,783 people gained improved access to public infrastructure.

Economic Development: Direct Financial Assistance to For-Profits $135,465
The original budget for this activity was $260,465 which included the Activity Delivery funds of $33,974. As stated above, $125,000 was reallocated to the Public Improvement, Maxwell Sidewalks activity leaving $135,465. As no qualifying project was identified these funds were never encumbered.

Economic Development: Microenterprise Technical Assistance $79,651
The original budget for this activity was $204,651. As stated above, $125,000 was reallocated to the Public Improvement, Maxwell Sidewalks activity leaving $79,651. As no qualifying project was identified these funds were never encumbered.

General Program Administration - $56,092
This purpose of this activity is general CDBG program administration. The County of Colusa utilized $9,560 for general CDBG program administration. Community Development Services (CDS) under contract with the County utilized $46,532 for general CDBG program administration.

Prior Board Action

- April 7, 2015 - Public Hearing and Adoption of Resolution 15-013 to approve submittal of 2015 CDBG Application
- February 23, 2016 - Ratify Standard CDBG Agreement for Grant #15-CDBG-10570, Maxwell Sidewalks
- May 31, 2016 - Approve Bid Package for Maxwell Sidewalks Activity
- January 10, 2017 - Approve Resolution 17-001 for re-allocation of funds
- May 2, 2017 - Approve contract with Community Development Services (CDS) for Economic Development and Business Assistance Activities
- May 30, 2017 - Award Contract for Maxwell Sidewalk Activity to Dunton Construction
- February 6, 2018 - Accept Maxwell Sidewalk Activity as complete and authorization to sign Notice of Completion

Fiscal Impact/Funding Source

There is no fiscal impact associated with CDBG closeout. All CDBG funds that were

encumbered have been expended.

Action for the Clerk

Return signed Closeout Certification Form to the Community Development Department for submittal to HCD.

ATTACHMENTS:

- Public Hearing Notice BOS Closeout 15-CDBG-10570 (DOCX)
- HCD Closeout Certification Form 15-CDBG-10570 (PDF)
- Setup Report 15-CDBG-10570 Maxwell Sidewalks (PDF)
- Completion Report 15-CDBG-10570 Maxwell Sidewalks (PDF)

PIONEER REVIEW: Please publish on
Wednesday, May 20, 2021.
POSTED: At the Colusa Courthouse on May 18, 2021.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the **Colusa County Board of Supervisors** will conduct a Public Hearing on **June 8, 2021**at **9:30 am** in the County Board of Supervisors Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 regarding:

The closeout and Grantee Performance report for Community Development Block Grant # 15-CDBG-10570 for Public Infrastructure Improvements (Maxwell ADA Sidewalks), Direct Financial Assistance to For-Profits (Business Loans), and Micro-Enterprise Technical Assistance funded by the California Department of Housing and Community Development (HCD).

The purpose of the public hearing will be to discuss the grant accomplishments and to give the citizens an opportunity to make their comments known.

Documentation and information regarding the County's CDBG program, the CDBG public information file, and this grant may be obtained at the Community Development Department, 220 12th Street, Colusa, CA (530) 458-0480. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Greg Plucker, Community Development Director, 220 12th Street, Colusa, CA (530)458-0480, or by e-mail at gplucker@countyofcolusa.org. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. All persons are invited to attend and be heard.

Colusa County promotes fair housing and makes all programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

If you plan on attending the public hearing and need special accommodation because of a sensory or mobility impairment/disability, please contact the Board Clerks at (530) 458-0508 to arrange for those accommodations to be made.

Dated: May 18, 2021

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

Attachment: Public Hearing Notice BOS Closeout 15-CDBG-10570 (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments

COUNTY OF COLUSA

COMMUNITY DEVELOPMENT DEPARTMENT
Community and Economic Development Unit
220 12th Street
Colusa, California 95932
TELEPHONE (530) 458-0480 FAX (530) 458-0482

Closeout Certification Form

Edona Evans
California Department of Housing and Community Development
Division of Financial Assistance
Community Development Block Grant Program
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

RE: **CLOSEOUT CERTIFICATION** of CDBG Grant No. 15-CDBG-1070

It is hereby certified that all activities undertaken by the Grantee with funds provided under the above grant agreement have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the grant agreement; and that every statement and amounts set forth in the **attached** final CDBG Financial and Accomplishment Report is, to the best of my knowledge, true and correct.

Any property acquired in whole or in part with CDBG funds or CDBG Program Income shall be accounted for in accordance with the provisions of Section 7118 and 7104 of the State CDBG regulations pertaining to property management and program income.

Note: Future disposition of this property shall be carried out in accordance with Section 7118 of the State CDBG Regulations. Please see CFR 24 Sec. 570.505 Use of real property for instructions.

1. None acquired.	4.
2.	5.
3.	6.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with OMB Circular A-133. The Grantee will resolve any audit findings relating to both the program and financial aspects of the grant. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Date:	**Typed Name and Title of Authorized Grantee Representative:** **Name: Wendy G. Tyler** **Title: County Administrative Officer**	**Signature of Authorized Grantee Representative:**

Attachment: HCD Closeout Certification Form 15-CDBG-10570 (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and

Jurisdiction Name: County of Colusa Contract # 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM
Project Setup & Completion Report

Public Improvement

Complete this form as a Setup Report, a Completion Report or a Setup and Completion Report and submit electronically to your CDBG Program Representative.

Department of Housing and Community Development
CDBG Program
P.O. Box 952054
Sacramento CA, 94252-2054

FOR CDBG USE ONLY
Project Completion Report

Mgr Initials:		Date	
Rep Initials:		Date	
☐ IDIS		☐ CAPES	
Fiscal Initials		Date:	

Program Income

PI Receipt #	
PI Voucher #	

Activity Funding — All CDBG funds used for this project

Select Option ☐ Program Income ☑ Grants

Setup	
Original	
Date: 11/8/2017	
Completion	
Select Option	
Date:	

CDBG Assigned Numbers

CDBG Project Number	IDIS Activity Number
15-cdbg-10570	

Projected completion MM/YY	09-2018
Projected # of Beneficiaries	1783

Part A - JURISDICTION INFORMATION & PREPARER — REQUIRED

Jurisdiction Contact Information	Preparer: Admin Contractor/Program Operator
1a. Name (Contact Person): Michael J. Azevedo	2a. Preparer's Name: Deborah Swartz
1b. E-Mail: mjazevedo@countyofcolusa.com	2b. Organization (if not grantee): Community Development Services
1c. Phone/Direct Line: 530-458-0471	2c. E-Mail: deborahswartz@mediacombb.net — 2d. Phone/Direct Line: 707-279-1540

Part A-1 - Subrecipient Information (Only) — REQUIRED if applicable

3a. Organization name — 3b. Complete address

3c. Organization is categorized as: Select Option — 3d. DUNS number — 3e. E-Mail — 3f. Phone/Direct Line

3g. Check all that applies to this organization: ☐ A Faith-Based Organization ☐ Non-Profit Organization ☐ An Institution of Higher Education

Part B - PROJECT & ACTIVITY INFORMATION — REQUIRED

1a. Name of Public Service: Sidewalks

1b. Public Service Address — 1c. City: Maxwell — 1d. Zip Code: 95955 — CDBG Project Amount (Incl AD): $282,777

2. National Objective: LMA - Low/Mod area benefit

3. Activity & Matrix Code: 03L - Sidewalks

Accomplishment Type: 01 - People (General)

4. Activity Purpose (check all that apply)

☐ Help Those with HIV/AIDS ☐ Help Persons with Disabilities ☐ Help the Homeless ☐ Help Prevent Homelessness

5. Description / Scope of work

Build sidewalks, curbs, and gutters in low/mod areas of Colusa County to make these areas safer for pedestrian traffic.

Attachment: Setup Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and

Jurisdiction Name: County of Colusa Contract # 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

PART C SPECIAL CHARACTERISTICS REQUIRED

1. Special Areas Where Activity is Located (Check all that apply)

☐ Historic Preservation Area ☐ Presidentially Declared Major Disaster Area ☐ Conversion from Non-Residential to Residential Use

☐ Colonia Name ☑ Other Sidewalks

2. Activity Information (check all that apply) ☐ Displacement ☐ One-for-One Replacement

PART D AREA BENEFIT DATA REQUIRED

Benefit data determined by ☑ Census / ACS ☑ Income Survey Date: County Code 011 Colusa

		Block Groups									
Census Tract	1	☑1	☐2	☐3	☑4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract	4	☑1	☑2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
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Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10

Total # Low/Mod 59.40% Total Low/Mod Universe Population 1783

PART E MULTI-UNIT HOUSING NOT REQUIRED

Multi-Unit Housing: ☐Yes ☐No Includes Rental Housing: ☐Yes ☐No

Multi-Unit Housing	Total	Occupied	Occupied Low/Mod
Units at Start			
Units Expected at Completion			

Attachment: Setup Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and

Jurisdiction Name: County of Colusa Contract # 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM

Project Setup & Completion Report

PART F: PROJECT FUNDING SOURCE DETAIL — REQUIRED

CDBG Grant

03L - Sidewalks

Funding Type (CDBG Fund #)	Amount Funded
CDBG Grants	$282,777
TOTAL	**$282,777**

CDBG Program Income

Program Income (PI) Type	Amount
CDBG (PI Fund #)	$0
TOTAL	

Leverage and Other Funding Sources

Funding Source	Name of Source	Amount
S100-State HCD	Transfer from Business Loans	$125,000
S100-State HCD	Transfer from Technical Assistance Microenterprise	$125,000
TOTAL		$250,000
TOTAL PROJECT COST		$532,777

Comments: explain any issues with this activity or clarification of information provided in this form.

Attachment: Setup Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and

Jurisdiction Name: County of Colusa Contract # 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM
Project Status and/or Completion Report

Status: ☐ Annual ☐ Final

National Objective: LMA - Low/Mod area benefit

Activity Matrix Code: 03L - Sidewalks

Part A: DIRECT BENEFIT DATA BY PERSONS (LMA) ONLY — REQUIRED

Program Year	# of People or Households	Accomplishment Narrative

Total Persons Assisted:	How many veterans?	
	How many disable?	

	Number of Persons
With New Access to this type of Public Facility or Infrastructure Improvement	
With Improved Access to this Type of Public Facility or Infrastructure Improvement	
With access to Public Facility or Infrastructure that is No Longer Substandard	

REQUIRED

Part B: DIRECT BENEFIT DATA BY PERSONS/HOUSING UNITS - LMH ONLY — NOT REQUIRED

If this project is **LMH**, you must provide accomplishment data by person in the tab "Accomplishments"

Program Year	# of People or Housing Units	Accomplishment Narrative

FOR CDBG USE ONLY (All Years) LMH

DIRECT BENEFIT DATA BY PERSON

Race / Ethnicity	YEAR 1 Total	YEAR 1 Hispanic/ Latino	All Years Total	All Years Hispanic/Latino	Owner	Renter
White (11)						
Black/African American (12)						
Asian (13)						
American Indian / Alaskan Native (14)						
Native Hawaiian / Other Pacific Isl. (15)						
Am. Indian / Alaskan Native & White (16)						
Asian & White (17)						
Black/African Am. & White (18)						
Am. Indian/Alaskan & Blk/African (19)						
Other Multi-Racial (20)						

Attachment: Setup Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and

Public Improvement COMPLETION

Jurisdiction Name: County of Colusa Contract # 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM
Project Status and/or Completion Report

Status ☐ Annual ☐ Final

INCOME LEVELS	Year 1	All Years	Owner	Renter
Extremely Low (<30%)				
Low (31-50%)				
Moderate (51-80%)				
Non-Low/ Moderate (+80%)				

	Year 1	All Years	Owner	Renter
Veteran				
Participants Disable				
Female-Headed Households				

PERSONS ASSISTED	Year 1	All Years	Owner	Renter
With New Access to this type of Public Facility or Infrastructure Improvement				
With Improved Access to this Type of Public Facility or Infrastructure Improvement				
With access to Public Facility or Infrastructure that is No Longer Substandard				

Attachment: Setup Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and

Jurisdiction Name:	County of Colusa	Contract #	15-CDBG-10570

DIRECT BENEFIT DATA BY PERSON - Fill in ALL fields for every person added below (LMH) NOT REQUIRED

NOT REQUIRED

Beneficiary Name, code, or Home Address.	Home Address in Service Area	Beneficiary Type	Total Household Size	Annual Gross Income for HH - All	% of Area Median Income	Access to a Service or Benefit	Hispanic	Race / Ethnicity	Veteran	Is beneficiary disable?	Female-Headed Household?
	Select Option	Select Option			Select Option	Select Option	Select Option	Select Option	Select Option	Select Option	Select Option

Attachment: Setup Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and ments

Packet Pg. 343

14.1.c

Beneficiary Name, code, or Home Address.	Home Address in Service Area	Beneficiary Type	Total Household Size	Annual Gross Income for HH - All	% of Area Median Income	Access to a Service or Benefit	Hispanic	Race / Ethnicity	Veteran	Is beneficiary disable?	Female-Headed Household?

Attachment: Setup Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks, Accomplishments and hmen

Packet Pg. 344

14.1.c

Jurisdiction Name: County of Colusa **Contract #** 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM
Project Setup & Completion Report

Public Improvement

Complete this form as a Setup Report, a Completion Report or a Setup and Completion Report and submit electronically to your CDBG Program Representative.

Department of Housing and Community Development
CDBG Program
P.O. Box 952054
Sacramento CA, 94252-2054

FOR CDBG USE ONLY
Project Completion Report

Mgr Initials:		Date	
Rep Initials:		Date	
☐ IDIS		☐ CAPES	
Fiscal Initials		Date:	

Program Income

PI Receipt #	
PI Voucher #	

Select Option ☐ Program Income ☑ Grants

Original	
Date: 11/8/2017	

CDBG-Assigned Numbers

CDBG Project Number	IDIS Activity Number
15-cdbg-10570	

Original	
Date: 4/30/2018	

Projected Completion Date	09-2018
Projected # of Beneficiaries	1783

Part A JURISDICTION INFORMATION & PREPARER — REQUIRED

Jurisdiction Contact Information	Preparer: Admin Contractor/Program Operator
1a. **Name (Contact Person)** Michael J. Azevedo	2a. **Preparer's Name** Deborah Swartz
1b. **E-Mail** mjazevedo@countyofcolusa.com	2b. **Organization (if not grantee)** Community Development Services
1c. **Phone/Direct Line** 530-458-0471	2c. **E-Mail** deborahswartz@mediacombb.net — 2d. **Phone/Direct Line** 707-279-1540

Subrecipient Information (Only) — REQUIRED if applicable

3a. **Organization name**

3b. **Complete address**

3c. **Organization is categorized as:** Select Option

3d. **DUNS number**

3e. **E-Mail**

3f. **Phone/Direct Line**

3g. **Check all that applies to this organization** ☐ A Faith-Based Organization ☐ Non-Profit Organization ☐ An Institution of Higher Education

Part B PROJECT & ACTIVITY INFORMATION — REQUIRED

1a. **Name of Public Service** Sidewalks

1b. **Public Service Address**

1c. **City** Maxwell

1d. **Zip Code** 95955

CDBG Project Amount (Incl AD) $439,818

2. **National Objective** LMA - Low/Mod area benefit

3. **Activity & Matrix Code** 03L - Sidewalks

Accomplishment Type 01 - People (General)

4. **Activity Purpose (check all that apply)**

☐ Help Those with HIV/AIDS ☐ Help Persons with Disabilities ☐ Help the Homeless ☐ Help Prevent Homelessness

5. **Description / Scope of work**
Build sidewalks, curbs, and gutters in low/mod areas of Colusa County to make these areas safer for pedestrian traffic.

Attachment: Completion Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks,

Jurisdiction Name: County of Colusa Contract # 15-CDBG-10570

Part C SPECIAL CHARACTERISTICS REQUIRED

1. Special Areas Where Activity is Located (Check all that apply)

☐ Historic Preservation Area ☐ Presidentially Declared Major Disaster Area ☐ Conversion from Non-Residential to Residential Use

☐ Colonia Name ☑ Other Sidewalks

2. Activity Information (check all that apply) ☐ Displacement ☐ One-for-One Replacement

Part D AREA BENEFIT DATA REQUIRED

Benefit data determined by ☑ Census / ACS ☑ Income Survey Date: County Code 011 Colusa

		Block Groups									
Census Tract	1	☑1	☐2	☐3	☑4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract	4	☑1	☑2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
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Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10
Census Tract		☐1	☐2	☐3	☐4	☐5	☐6	☐7	☐8	☐9	☐10

Total # Low/Mod 59.40% Total Low/Mod Universe Population 1783

Part E MULTI-UNIT HOUSING NOT REQUIRED

Multi-Unit Housing: ☐ Yes ☐ No Includes Rental Housing: ☐ Yes ☐ No

Multi-Unit Housing	Total	Occupied	Occupied Low/Mod
Units at Start			
Units Expected at Completion			

Attachment: Completion Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks,

Jurisdiction Name: County of Colusa **Contract #** 15-CDBG-10570

Part F PROJECT FUNDING SOURCE DETAIL REQUIRED

CDBG Grant 03L - Sidewalks

CDBG Grant	$439,818
Total	**$439,818**

CDBG Program Income

Total	$0

Leverage and Other Funding Sources

Total		

$439,818

Comments: explain any issues with this activity or clarification of information provided in this form.

Attachment: Completion Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks,

Jurisdiction Name: County of Colusa **Contract #** 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM
Project Status and/or Completion Report

Status

☐ Annual ☑ Final

National Objective LMA - Low/Mod area benefit

Activity Matrix Code 03L - Sidewalks

Part A DIRECT BENEFIT DATA BY PERSONS (LMA) ONLY — REQUIRED

Program Year	# of People or Households	Accomplishment Narrative
18	1783	The project resulted in installation of pedestrian ramps, burbs, gutters, and sidewalks in the town of Maxwell. Some drainage and street widening was performed in suppot of said facilities.

Total Persons Assisted:	1783	How many veterans?	21
		How many disable?	4

	Number of Persons
With New Access to this type of Public Facility or Infrastructure Improvement	
With Improved Access to this Type of Public Facility or Infrastructure Improvement	1783
With access to Public Facility or Infrastructure that is No Longer Substandard	

REQUIRED

Part B DIRECT BENEFIT DATA BY PERSONS/HOUSING UNITS - LMH ONLY — NOT REQUIRED

If this project is **LMH**, you must provide accomplishment data by person in the tab "Accomplishments"

Program Year	# of People or Housing Units	Accomplishment Narrative

FOR CDBG USE ONLY (All Years) LMH

DIRECT BENEFIT DATA BY PERSON

	YEAR 1		All Years			
			Total	Hispanic/Latino	Owner	Renter
White (11)						
Black/African American (12)						
Asian (13)						
American Indian / Alaskan Native (14)						
Native Hawaiian / Other Pacific Isl. (15)						
Am. Indian / Alaskan Native & White (16)						
Asian & White (17)						
Black/African Am. & White (18)						
Am. Indian/Alaskan & Blk/African (19)						
Other Multi-Racial (20)						

Attachment: Completion Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks,

Jurisdiction Name: County of Colusa **Contract #** 15-CDBG-10570

STATE OF CALIFORNIA - CDBG PROGRAM
Project Status and/or Completion Report

Status

☐ Annual ☑ Final

INCOME LEVELS	Year 1	All Years	Owner	Renter
Extremely Low (<30%)				
Low (31-50%)				
Moderate (51-80%)				
Non-Low/ Moderate (+80%)				

	Year 1	All Years	Owner	Renter
Veteran				
Participants Disable				
Female-Headed Households				

PERSONS ASSISTED	Year 1	All Years	Owner	Renter
With New Access to this type of Public Facility or Infrastructure Improvement				
With Improved Access to this Type of Public Facility or Infrastructure Improvement				
With access to Public Facility or Infrastructure that is No Longer Substandard				

Attachment: Completion Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks,

Jurisdiction Name:	County of Colusa	Contract #	15-CDBG-10570

DIRECT BENEFIT DATA BY PERSON - Fill in ALL fields for every person added below (LMH) — **NOT REQUIRED**

NOT REQUIRED

Beneficiary Name, code, or Home Address.	Home Address in Service Area	Beneficiary Type	Total Household Size	Annual Gross Income for HH - All	% of Area Median Income	Access to a Service or Benefit	Hispanic	Race / Ethnicity	Veteran	Is beneficiary disable?	Female-Headed Household?
	Select Option	Select Option			Select Option	Select Option	Select Option	Select Option	Select Option	Select Option	Select Option

Attachment: Completion Report 15-CDBG-10570 Maxwell Sidewalks (6555 : CDBG Grant #15-CDBG-10570 Maxwell Sidewalks,

Beneficiary Name, code, or Home Address.	Home Address in Service Area	Beneficiary Type	Total Household Size	Annual Gross Income for HH - All	% of Area Median Income	Access to a Service or Benefit	Hispanic	Race / Ethnicity	Veteran	Is beneficiary disable?	Female-Headed Household?

COUNTY OF COLUSA, CA **15.1**

Request For County Board of Supervisors Action

MEETING DATE: **June 8, 2021**

DEPARTMENT: **Assessor**

FROM: **Kathy Scriven**

SUBJECT: **Olam Tomato Processors Inc. Appeal 20-06**

Sitting as the Colusa County Board of Equalization
Assessment Appeal Hearing

Appeal#	APN#	Assessed Total	Applicant's Opinion
20-06	017-090-062-000	$58,111,390	$11,622,278

Olam Tomato Processors Inc: Appeal 20-06, for APN 017-090-062-000 for value placed on land, improvements, fixtures and personal property for tax year 2019-20.

Detailed Description/Background of request

Olam Tomato Processors, Inc. is a subsidiary of a major agricultural production company known as Olam International. Olam Tomato Processors, Inc. has filed an appeal for the 2019 regular assessment stating their equipment is overvalued due to economic obsolescence.

The initial application filed by the taxpayer stated that the land, structures, personal property and fixed equipment was over-valued by 80%. Olam is now requesting no adjustment be made to the land and structures, but is requesting a reduction of the business personal property & fixtures in the amount of $38,708,390, which is a 75% reduction. The assessed values being appealed are listed below for review.

Assessment Appeal 20-06 017-090-062-000	VALUE ON ROLL	APPLICANT'S OPINION OF VALUE
Land	$800,000	$160,000
Structure	$5,700,00	$1,140,000
Fixtures	$41,150,880	$8,230,176
PP Business	$10,460,510	$2,092,102
Total	$58,111,390	$11,622,278

The difference between the assessed value and the applicant's value is $46,489,112.

Olam closed its processing facility on December 13, 2019. Their reasoning for the plant closure is a

shift of consumer preference away from processed foods to more natural products, inflation of the US dollar against the Euro, and diminishing profit margins.

As of Lien Date 2019, which is the year that is being appealed, Olam's Williams facility was in full operation and continued operations through its December 2019 closure.

For the 2019 Tax Year, all personal property and fixtures were valued based on the Cost Approach. Valuation using the Cost Approach is calculated by applying the depreciation factors published by the California State Board of Equalization to costs for all equipment/fixtures owned on 1/1/19.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Notify applicant of Boards action.

ATTACHMENTS:

- Assessment Appeal Application 20-06 (PDF)
- Request for Continuance (PDF)

RECEIVED

Hearing Set March 3/2/21

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

COUNTY OF COLUSA
BOARD OF SUPERVISORS

Appeal Hearing Set 10/27/20

BOE-305-AH (P1) REV. 08 (01-15)

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

APPLICATION NUMBER: Clerk Use Only 20-06

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL) BUSINESS OR TRUST NAME: Olam Tomato Processors Inc A Deleware Corp Controller

EMAIL ADDRESS:

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX): DBA Olam West Coast Inc. 205 E River Park Circle Ste 310

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Fresno	CA	93720	( )	( )	( )

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL): Mark LoRusso

EMAIL ADDRESS: mark.lorusso@ryan.com

COMPANY NAME: Ryan, LLC

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL):

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX): 16220 N Scottsdale Rd., Suite 650

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Scottsdale	AZ	85254	(602) 955-1792	( )	( )

AUTHORIZATION OF AGENT ☑ **AUTHORIZATION ATTACHED**

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	TITLE	DATE
▶		

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☑ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

Y19

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER	ASSESSMENT NUMBER	FEE NUMBER
017-090-062-000		
ACCOUNT NUMBER	TAX BILL NUMBER	

PROPERTY ADDRESS OR LOCATION	DOING BUSINESS AS (DBA), if appropriate
6229 Myers Rd	

PROPERTY TYPE ☑

- ☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- ☐ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- ☑ COMMERCIAL/INDUSTRIAL
- ☑ BUSINESS PERSONAL PROPERTY/FIXTURES
- ☐ AGRICULTURAL
- ☐ MANUFACTURED HOME
- ☐ WATER CRAFT
- ☐ OTHER: _____
- ☐ POSSESSORY INTEREST
- ☐ VACANT LAND
- ☐ AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	800,000	160,000	
IMPROVEMENTS/STRUCTURES	5,700,000	1,140,000	
FIXTURES	41,150,880	8,230,176	
PERSONAL PROPERTY (see instructions)	10,460,510	2,092,102	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	58,111,390	11,622,278	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Assessment Appeal Application 20-06 (6397 : Olam Tomato Processors Inc. Appeal 20-06)

BOE-305-AH (P2) REV. 08 (01-15)

5. TYPE OF ASSESSMENT BEING APPEALED ☑ *Check only one. See instructions for filing periods*

☑ REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

☐ SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____

☐ ROLL CHANGE ☐ ESCAPE ASSESSMENT ☐ CALAMITY REASSESSMENT ☐ PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____

**Must attach copy of notice or bill, where applicable* ***Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE
☑ The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP
☐ 1. No change in ownership occurred on the date of _____.
☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION
☐ 1. No new construction occurred on the date of _____.
☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.
☐ 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT
☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
☑ 1. All personal property/fixtures.
☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT
☐ Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION
☐ 1. Classification of property is incorrect.
☐ 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
☐ 1. Amount of escape assessment is incorrect.
☐ 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER
☐ Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS ($_____ per_____)
☐ Are requested. ☑ Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*
☑ Yes ☐ No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
▶	Scottsdale,AZ	11/27/19

NAME (Please Print)
Helen Crown- Ryan, LLC

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)
☑ ☐ OWNER ☑ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED
☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Attachment: Assessment Appeal Application 20-06 (6397 : Olam Tomato Processors Inc. Appeal 20-06)

RECEIVED

DEC 02 2019

COUNTY OF COLUSA
BOARD OF SUPERVISORS

BOE-305-AG REV. 02 (P1) (07-15)

AUTHORIZATION OF AGENT/ DESIGNATION OF ATTORNEY

May be filed with initial *Assessment Appeal Application* when naming an agent or when an agent or California attorney is being named when none was named in the initial application. Mail or fax the completed form to the Clerk of the Board at the address shown.

APPLICANT AND PROPERTY INFORMATION

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL)	EMAIL ADDRESS
Olam Holdings Inc. and its subsidiaries	

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
205 E River Park Circle, Ste 310

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Fresno	CA	93720	( )	( )	( )

SECURED: ASSESSOR'S PARCEL NUMBER	UNSECURED: ACCOUNT OR TAX BILL NUMBER

☑ AUTHORIZATION OF AGENT ☐ DESIGNATION OF CALIFORNIA ATTORNEY, STATE BAR NO. _____

If the applicant is a corporation, limited partnership, or limited liability company, the authorization must be signed by an officer or authorized employee of the business entity.

NAME OF AGENT OR ATTORNEY	EMAIL ADDRESS
Mark LoRusso, Joe Lanzone, Jeff Fox, and Helen Crown	joe.lanzone@ryan.com

COMPANY NAME
Ryan, LLC.

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)
16220 N Scottsdale Rd, Suite 650

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Scottsdale	AZ	85254	(602) 955-1792	( )	(602) 955-4892

The above named person/company is hereby authorized to act as my agent in this application and may inspect Assessor's records, enter into stipulated agreements, and otherwise settle issues relating to this application or any *Assessment Appeal Application* in this county as indicated above.

APPLICANT SIGNATURE ▶	APPLICANT TITLE
[signature]	V.P. Tax - North America

APPLICANT NAME	DATE
Daniel D. Warren	9-9-2019

The remaining sections are required only when authorizing an agent. (Not required when designating a California attorney.)

THIS AUTHORIZATION IS FOR CALENDAR YEAR: 2019

Calendar Year is January 1 through December 31. This authorization must be completed for the specific year in which the application is filed.

☑ CHECK AND INITIAL ONE

☑ The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on *any and all* assessments or property located within the county owned by this applicant.

_____ *Applicant must initial this statement.*

☐ The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on the *specific* property listed above or the specific properties identified in the *Multiple Properties List* (see page 2 of this authorization).

_____ *Applicant must initial this statement.*

CERTIFICATION OF AGENT

☑ *I am an agent for the applicant filing the initial Assessment Appeal Application. I hereby certify that a copy of the completed Assessment Appeal Application, attached to this authorization, has been forwarded to the applicant named in the application.*

☐ *I have been retained as the agent for the applicant who has previously filed an Assessment Appeal Application.*

If a copy of this form is being submitted, or the form is being submitted electronically, I will produce the original form with original signatures upon request or any action being requested will be denied.

AGENT SIGNATURE ▶	PRINT AGENT NAME
[signature]	Helen Crown

AGENT COMPANY NAME	EMAIL ADDRESS
Ryan	helen.crown@ryan.com

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Assessment Appeal Application 20-06 (6397 : Olam Tomato Processors Inc. Appeal 20-06)

County of Colusa
Arnold Gross Jr. - Assessor

Courthouse, 547 Market Street Suite 101
Colusa, CA 95932 (530) 458-0450

NOTIFICATION OF 2019 - 2020 ASSESSED VALUE CHANGE

OLAM TOMATO PROCESSORS INC A
DELEWARE CORP
CONTROLLER
DBA OLAM WEST COAST INC.
205 E RIVER PARK CIRCLE STE 310
FRESNO CA 93720-1572

Assessed To: OLAM TOMATO PROCESSORS INC A DELEWARE CORP
Assessor Parcel No. 017-090-062-000
Situs Location: 6229 MYERS RD
WILLIAMS CA 95987

The Assessor has compared the Proposition 13 Factored Base Year Value of your property with its Market Value as of January 1, 2019, and determined that the Market Value (2019- 2020 Enrolled Value) is lower. The Property Tax Bill you receive this fall will be based on the lower value. The Factored Base Year Value and 2019- 2020 Enrolled Value are shown below.

Description	Factored Base Year Value	2019 - 2020 Enrolled Value
Land	$395,407	$800,000
Structural Imprv	$7,011,448	$5,700,000
Fixtures Real Property	$0	$0
Growing Imprv	$0	$0
Total Land and Improvements	**$7,406,855**	**$6,500,000**
Fixtures Personal Property	$0	$41,150,880
Personal Property	$0	$10,460,510
Manufactured Homes Personal Property	$0	$0
Exemptions	$0	$0
Net Assessed Value	**$7,406,855**	**$58,111,390**

The above comparison is made pursuant to Proposition 8 (Section 51 of the Revenue And Taxation Code), which states that the Taxable Value of Real Property shall be the lesser of its Factored Base Year Value or its Market Value as of the Lien Date, January 1, 2019. The total of the Land Value, Structural Improvement Value and Growing Improvement Value is used for this comparison. Fixed Improvements (if any), Personal Property (if any) and Exemptions are not subject to the Provisions of Section 51, and are shown only in the Enrolled Value column.

It is important to understand that this reduction is not permanent.

Once the Assessor lowers a value pursuant to Section 51, an annual review is required. Each Lien Date (January 1) the Property Value will be reviewed and the lesser of the Factored Base Year Value or Market Value will be enrolled. Adjustments for changing market conditions are not limited to the 2% Base Year Inflation. Your Factored Base Year Value (Prop 13 Value) remains the upper limit for your property for any year.

If upon review, you believe that the market value of your property as of **January 1, 2019** is less than the enrolled value shown above, you may file an "Assessment Appeal Application" with the Clerk of the Assessment Appeals Board. The filing period is from July 2, 2019 to November 30, 2019. Their phone number is (530) 458-0508. If an appeal is filed, you may enter into a stipulation for changed assessment with the Assessor pursuant to California Revenue and Taxation Code Section 1607.

THIS IS NOT A TAX BILL

Attachment: Assessment Appeal Application 20-06 (6397 : Olam Tomato Processors Inc. Appeal 20-06)

Ryan
Innovative Solutions to Taxing Problems.

MAX at Kierland
16220 North Scottsdale Road
Suite 650
Scottsdale, AZ 85254
Tel. 602.955.1792
Fax 602.955.4892

www.ryan.com

SENT VIA CERTIFIED MAIL 9214 7969 0099 9790 1631 2451 74
RETURN RECEIPT REQUESTED

November 27, 2019

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

RECEIVED
DEC 02 2019
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Re: Assessment Appeal Application
Olam Tomato Processors Inc A Deleware Corp
Accounts:

- **017-090-062-000**
- **017-090-063-000**
- **017-090-070-000**

To Whom It May Concern:

Enclosed please find Assessment Appeal Applications along with a Letter of Authorization for the above referenced accounts.

If you have any questions, please contact me at 602.955.1792 or via e-mail Helen.crown@ryan.com.

Regards,

Helen Crown
Director

Closed (11/19 As per Mark LaRussa

Attachment: Assessment Appeal Application 20-06 (6397 : Olam Tomato Processors Inc. Appeal 20-06)

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler, Clerk to the Board of Supervisors

Ann Nordyke, Chief Deputy Clerk to the Board

Patricia Rodriguez Deputy Clerk to the Board

Melissa Kitts Deputy Clerk to the Board

SUPERVISORS
Merced Corona, District I, Vice-Chair

Daurice K. Smith, District II

Kent S. Boes, District III

Gary J. Evans, District IV, Chair

Denise J. Carter, District V

February 22, 2021

Ryan, LLC
Attn: Mark LoRusso
16220 North Scottsdale Rd.
Suite 650
Scottsdale, AZ 85254

SENT VIA EMAIL &
Certified Mail No. 7020 1810 0001 9404 7538

RE: **2nd Request for Continuance of Assessment Appeal Hearing, Olam Tomato Processors, Inc. Appeal No. 20-06 (APN 017-090-062-000)**

Dear Mr. LoRusso,

This letter is to advise you that at their meeting held February 16, 2021, the Colusa County Board of Supervisors sitting as the Colusa County Board of Equalization approved your request for a continuance of Assessment Appeal Hearing Application No. 20-06, (APN 017-090-062-000), on behalf of Olam Tomato Processors, Inc.

Per your request received on February 11, 2021, the Appeal Hearing scheduled to review your request for a changed assessment on March 2, 2021 has been postponed for 90 days and will be held June 8, 2021 at 11:00 a.m. at the Board of Supervisors Chambers at 547 Market Street, Suite 108, Colusa, CA.

Should you have any questions regarding this matter, please contact this office at (530) 458-0508 or the Colusa County Assessor's Office at (530) 458-0450.

Sincerely,

Melissa Kitts
Deputy Clerk to the Board

Your signing of this letter and its receipt by fax (530) 458-0510 or email mkitts@countyofcolusa.com at the office of the Clerk of the Board on or before March 1, 2021 by 5:00 p.m. will constitute the mutual agreement in writing of the extension of time for your Appeal Hearing.

Ryan, LLC

By _____

Title _____

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735 ✦
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.org

Attachment: Request for Continuance (6397 : Olam Tomato Processors Inc. Appeal 20-06)

Phone (530) 458-0508
Email: boardclerk@countyofcolusa.org

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

WAIVER AGREEMENT

Application Number(s): 20-06

Applicant Name: Olam Tomato Processors, Inc

Block & Lot / Assessment Number(s): 017-090-062-000

Address: _____

In consideration of the Assessment Appeals Board granting a postponement of the hearing on the above referenced application(s), I hereby waive the benefit of the time limitations provided in the following provision of the Revenue and Taxation Code:

> Section 1604 which provides that the Assessment Appeals Board should hear evidence and make a final determination on an application for reduction of assessment of property within two (2) years of the timely filing of the application unless the taxpayer and the appeals board mutually agree in writing to an extension of time for the hearing.

I HEREBY AGREE TO AN EXTENSION OF TIME FOR THE HEARING ON THE AFORESTATED APPLICATION NUMBER(S) BEYOND THE TWO-YEAR PERIOD OF MY TIMELY FILING.

Date: 2/11/2021 Signature: _____

Name of Applicant/Agent: Mark LoRusso

****Please return this form with your Hearing Postponement Request****

AGREED AND ACCEPTED:

Colusa County Assessment Appeals Board Date: 2/16/21

By: _____

By: _____

By: _____

Attachment: Request for Continuance (6397 : Olam Tomato Processors Inc. Appeal 20-06)