

Board of Supervisors

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



County of Colusa

Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
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<https://countyofcolusaca.gov>

COLUSA COUNTY BOARD OF SUPERVISORS

Agenda

June 3, 2025

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

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

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

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

9:00 a.m. CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of May 20, 2025 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS - Note: 5 minutes allowed per Department for Staff Reports.

This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 12.

1. BOARD OF SUPERVISORS

Approve the May 20, 2025 Regular meeting Minutes.

2. AG COMMISSIONER/TRAPPER

Approve Annual Work and Financial Plan with the **United States Department of Agriculture, Animal and Plant Health Inspection Service-Wildlife Services (APHIS-WS)** for the Integrated Wildlife Damage Management Program, effective July 1,

2025 and authorize Agricultural Commissioner to sign.

3. AG COMMISSIONER
Approve Cooperative Agreement (No. 25-0010-000-SA) with the **California Department of Food and Agriculture** for the Fuels, Lubricants and Automotive Products Program services, effective July 1, 2025.
4. AG COMMISSIONER
Approve Amendment No. 1 to Standard Agreement (Number 23-0276-000-SA) with the **California Department of Food and Agriculture** for the Noxious Weed Program.
5. BEHAVIORAL HEALTH
Approve Mental Health Services Act (MHSA) Annual Update for the FY 25/26 Year Plan.
6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Elev8 Recovery Solutions, LLC** for adult rehabilitation services, effective July 1, 2025.
7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Granite Wellness Centers** for substance use recovery and related behavioral health services, effective July 1, 2025.
8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **North Valley Behavioral Health** for inpatient psychiatric services, effective July 1, 2025.
9. PURCHASING AND PROCUREMENT/PROBATION
Approve contract with the **Colusa County Office of Education** for Inmate Educational Services, effective July 1, 2025.
10. PURCHASING AND PROCUREMENT/BOS/PURCHASING
Approve two Lease Agreements with **US Bank Equipment Finance** for copier/printer lease and maintenance services for the Board Clerks Office (Application No. 3192047) and Central Services Mail Room (Application No. 3189448), and authorize the Purchasing Agent to sign.
11. PURCHASING AND PROCUREMENT/COMMUNITY DEVELOPMENT
Approve agreement with **OpenGov** for Software Services and Professional Services related to permit tracking and licensing, effective June 1, 2025 and authorize the County Administrative Officer to sign.
12. PURCHASING AND PROCUREMENT/HUMAN RESOURCES
Approve contract with Boucher Law, PC for a workplace investigation, effective June 3, 2025.

END OF CONSENT AGENDA

III. HUMAN RESOURCES**COMMUNITY DEVELOPMENT DEPARTMENT**

1. Appoint Xzandrea Fowler as the Community Development Director DH Range 44, Step 6, \$14,262 per month, effective December 16, 2024.

PUBLIC WORKS DEPARTMENT

2. Appoint Daniel "Colt" Esenwein as the Director of Public Works / Airport Operations, DH Range 45, Step 8, \$15,358 per month, effective July 1, 2025.

IV. COUNTY ADMINISTRATIVE OFFICE

1. Approve Contract with **CivicPlus** for an Agenda Meeting Management system and authorize the Purchasing Agent to sign Purchase Order No. 41205092025 and CivicPlus Quote #Q-91315-1.

V. SUPERVISORS' REPORTS OR COMMENTS**VI. AD-HOC COMMITTEE UPDATES**

1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)
2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)
3. Employee Hiring Ad-hoc Committee (Supervisors Smith and Boes)
4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)
5. Colusa Medical Center Ad-Hoc Committee (Supervisors Smith and Boes)
6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisors Corona and Boes)

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS**RECESS****VIII. CLOSED SESSION**

1. CLOSED SESSION: Conference with Labor Negotiator, California Government Code 54957.6 Agency Negotiator: Dar Rhodes, Kaline Moore, and Yareli Mora Employee Organizations: All Units
2. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: County Administrative Officer.
3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.
4. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Counsel.

ADJOURN

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

Note: No Board action shall be taken on comments received.

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

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

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

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



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the May 20, 2025 Regular meeting Minutes.

Approve the May 20, 2025 Regular meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting and now the Clerk is requesting approval of said meeting minutes.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 05-20-25 Minutes (PDF)

Board of Supervisors

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**COLUSA COUNTY
BOARD OF SUPERVISORS**

Minutes

May 20, 2025

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 20th day of May 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson and Daurice K. Smith. Absent: Supervisor Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. Davis, Ms. Hernandez, Ms. Perez, Ms. Bartlett and Mr. Newlin all express concerns regarding the Library Budget.

Ms. Tyler with permission from the Chair, responds to the comments made. She states the budget instructions were distributed and indicated that every Department including the Board of Supervisors would absorb salary increases or contractual increases. They cannot have a budget increase over last year. If they are anticipating a revenue deficit, they also needed to present a budget that would absorb that. In addition, every Department is required to submit a narrative that would show an additional 10% reduction. She states no decisions have been made. The Budget Ad-Hoc Committee in preparing the final budget, will go through and determine how the funding falls. The one commitment that has been made clear by the Budget Ad-Hoc Committee is that there will not be any further reduction to the County reserves.

REPORT OUT OF MAY 6, 2025 CLOSED SESSION

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

2. CLOSED SESSION: PUBLIC EMPLOYMENT. California Government Code. 54957(b) Title: Public Works/Airport Operation Director. Counsel states direction given to staff with no reportable action.

Attachment: 05-20-25 Minutes (10558 : Approve the May 20, 2025 Regular Meeting Minutes)

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LABOR NEGOTIATOR
California Government Code 54957.6
Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora
Employee Organizations: Colusa County Employees' Association
(Miscellaneous, Professional-Administrative, and Confidential Units)

I. STAFF REPORTS

Ms. Kelly updates the Board on a public service announcement regarding the Arbuckle Public Utilities District that had a spill at their wastewater treatment facility. She further states that her Department is working on a plan for In-County Jail Health Plan to present to the Board and if approved targeting implementation for FY26-27. She states the Senior Nutrition Program is continuing through the Ministerial Association and the Area III on Aging has awarded them funding and a contract.

Ms. Costello states that due to staffing, there will be changes to the operating hours of the Libraries effective June 1, 2025. She distributes a document showing the changes, pictures of the new mural on the Princeton Library wall and encourages everyone to go see it. **(Pictures and lists on file in Clerk's Office)**

Ms. Tyler updates the Board on a date for the Goals and Priority Setting Workshop will be held on July 25, 2025 at 9 a.m., location to be determined.

CONSENT AGENDA

Chair Smith makes time for the Consent Item No.'s 1 through 11.

Supervisor Bell request Item No. 6 be pulled and considered separately.

Chair Smith so directs.

Approve Consent Item No.'s 1 through 5 and 7 through 11.

1. BOARD OF SUPERVISORS

Approve the April 28, 2025 Special meeting Minutes and the May 6, 2025 Regular meeting Minutes.

2. HUMAN RESOURCES

Appoint Dar Rhodes, Yareli Mora and Kaline Moore as the County's Labor Negotiators for all bargaining units for the purpose of Collective Bargaining Agreements.

3. PUBLIC WORKS/ROAD DEPARTMENT/CSA #1

Approve Contract **C25-071** with **Stony Creek Water District** to Transfer Water to CSA #1 for a period of Twenty (20) Years.

4. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/JAIL

Adopt specifications and working details for the Request for Bids (RFB) for the Sheriff's Jail kitchen flooring project.

Regular Meeting**Tuesday, May 20, 2025****9:00 AM**

5. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve Contract **C25-072** 3rd Modification with **CliftonLarsonAllen, LLC** for professional auditing services effective May 20, 2025.
7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve **C25-073** 3rd Modification with **Cache Creek Lodge, Inc.** for adult rehabilitation services, effective July 1, 2025.
8. PURCHASING AND PROCUREMENT/CAO - BUILDING AND GROUNDS MAINTENANCE
Approve a Contract No. **C25-074** with **Don C. George, Inc. dba, George Roofing** for the reroofing and gutter installation at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.
9. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve purchase of a hot box asphalt trailer from Spaulding Mfg, Inc. utilizing Sourcwell in the amount of \$57,314.81 and authorize the Purchasing Agent to sign the purchase order.
10. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE-JAIL
Ratify Contract No. **C25-075** Agreement (No. 5227-COLUSA863) with the **Board of State and Community Correction** and approve Contract No. **C25-076** Amendment 1 to the agreement extending the term and authorize Sheriff Joe Garofalo to sign.
11. TREASURER
Accept April 2025 Treasury Monthly Investment Report as presented.

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

Chair Smith makes time for Consent Item No. 6.

- PURCHASING AND PROCUREMENT/PURCHASING AND PROCUREMENT
6. Approve Contract No. **C25-077** with **Quadient Leasing USA, Inc.** for the postage meter to process the County's daily mail using the NASPO State of California Contract 7-22-70-50-04.

Comments received by Ms. West.

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

III. CLERK RECORDER/ELECTIONS

1. Adopt **Resolution No. 25-015** Authorizing the Establishment of an Electronic Recording Delivery System and Collection of an Additional One Dollar for each

document recorded for the purposes of implementing and maintaining said system.

Comments received by Ms. Edwards.

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

IV. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-022. **(4/5th vote required)**

Comments received by Ms. Tyler.

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

2. Approve Special Claims as follows:

<u>Invoice#</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
043025CLT	Behavioral Health	Sutter Center for Psychiatry	\$5,043.92
JUL23-JUN24AATS	Behavioral Health	Sutter-Yuba Behavioral Health	\$519.20

Comments received by Ms. Tyler.

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

RISK MANAGEMENT

3. Presentation on Loss Prevention and Safety activities.

Comments received by Mr. Prado and Ms. Tyler.

V. BOARD OF SUPERVISORS

1. Designate the Board of Supervisors as the Authority to make determinations of Public Convenience or Necessity (PCN) for persons or premises applying for an Alcoholic Beverage Control (ABC) license.

Comments received by Ms. Tyler.

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

2. Appoint Benjamin Carter to fill an unexpired term on the Airport Advisory Committee effective May 20, 2025 through September 6, 2027. **(Continued from April 22, 2025)**

Comments received by Ms. Tyler and Mr. Carter.

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

Chair Smith declares a recess at 9:46 a.m. and states they are now sitting as the Colusa County Air Pollution Control District Board with all Directors present, except Director Boes.

3. **Sitting as Colusa County Air Pollution Control District Board**
Adopt **Resolution No. 25-016** authorizing participation in the California Air Resources Board's Emissions Inventory District Grant Program, approving the Air Pollution Control Officer to accept grant funds and approve standard administrative modifications.
Further, ratify Contract No. **C25-078** with the **California Air Resources Board**, effective May 1, 2025.

Comments received by Mr. Ryan.

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

4. **Sitting as Colusa County Air Pollution Control District Board**
Approve Contract No. **C25-079** with **Feather River Air Quality Management District** for environmental engineering services, effective May 20, 2025.

Comments received by Mr. Ryan.

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

Chair Smith adjourns the Colusa County Air Pollution Control District Board at 9:50 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present, except Supervisor Boes.

VI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings/functions attended:

- Employee Appreciation Picnic
- Chamber of Commerce meetings
- Tour of Colusa Indian Energy Facility
- Probation Spring BBQ
- Continuum of Care Committee meeting
- Tri County Community Action Partnership Joint meeting
- Sheriff's Retiree Luncheon
- Retirement for Rosemary Hicks, CUSD
- Joint Colusa and Glenn Groundwater Authority meeting
- Well Mitigation Ad-Hoc meeting
- State of Jefferson meeting
- Correspondence with constituents on various issues
- Correspondence with some Department Heads
- Viewed Princeton Library mural
- Maxwell Rodeo Parade and Car Show

Supervisor Corona

Meetings/functions attended:

- Knights of Columbus Scholarship Interviews
- Veterans Dinner for Graduates at Butte College
- Fallen Officers Memorial Ceremony Institute
- Williams Boxing Club Grand Opening
- High School Track Finals
- Employee Appreciation Picnic
- Calls from constituents regarding libraries, road conditions on Greenbay Road, sewer problems in Arbuckle and blocked signs by tree branches.

Supervisor Wilson

Meetings/functions attended:

- Sites Authority meeting
- Met with Maxwell Superintendent regarding Sites issues
- Maxwell Rodeo and Car Show
- Talked to Ag Commissioner regarding issues in Maxwell
- Talked to constituents regarding labor/equipment contract with Public Works

Supervisor Smith

Meetings/functions attended:

- Employee Appreciation Picnic
- Agenda Review
- NCCC meeting
- Sites Reservoir meeting
- Sites JPA meeting

Hiring Ad-Hoc meeting
 Constituent calls regarding the Library and roads

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states she has addressed where the County's budget process is at, the May Revise has come out, and expected significant impact on some of our State funded programs thankfully did not come to fruition. She further states our biggest challenge is going to be what happens with the economy.

Chair Smith declares a recess at 9:59 a.m. to convene in Closed Session.

VIII. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
 California Government Code 54957.6
 Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora
 Employee Organizations: Colusa County Employees' Association
 (Miscellaneous, Professional-Administrative, and Confidential Units);

Chair Smith adjourned the meeting at 10:55 a.m. to reconvene in Regular Session on June 3, 2025 at the hour of 9:00 a.m.

 Daurice K. Smith, Chair

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

BY _____
 Patricia Rodriguez, Deputy Clerk

Attachment: 05-20-25 Minutes (10558 : Approve the May 20, 2025 Regular Meeting Minutes)

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Approve Annual Work and Financial Plan with the United States Department of Agriculture, Animal and Plant Health Inspection Service-Wildlife Services (APHIS-WS) for the Integrated Wildlife Damage Management Program, effective July 1, 2025 and authorize Agricultural Commissioner to sign.

Approve Annual Work and Financial Plan with the **United States Department of Agriculture, Animal and Plant Health Inspection Service-Wildlife Services (APHIS-WS)** for the Integrated Wildlife Damage Management Program, effective July 1, 2025 and authorize Agricultural Commissioner to sign.

Detailed Description/Background of request

This Annual Work and Financial Plan is to maintain a USDA-APHIS-WS Integrated Wildlife Damage Management program in Colusa County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife in accordance with Federal, State and local regulations. The Master Cooperative Service Agreement 23-7306-0250-RA was approved on March 28, 2023 and is effective July 1, 2023 through June 30, 2028.

Each year there must be an approved Financial Plan to accompany the master Cooperative Service Agreement. This Financial Plan is effective for fiscal year 25/26.

As the cost of this service continues to grow, there may be need for additional revenue sources in coming years. We have requested additional data be tracked by the USDA to assist us in this endeavor.

Fiscal Impact/Funding Source

The fiscal impact shall not exceed \$95,308.04 (001-55280-580-0) for FY 25/26.

Action for the Clerks

Please obtain signatures and email to Krista Dupre at krista.m.dupre@usda.gov

Send a copy of executed agreement to Ag Commissioner (Attention: Dawn Brown) upon return.

ATTACHMENTS:

- 25 26 Wildlife Services (PDF)
- C23-061 Wildlife Services 5 Year Executed (APHIS-WS) (27-7306-0250-RA) (PDF)

COOPERATOR:	Colusa County
COOPERATIVE AGREEMENT NO.:	25-7306-0250-RA
ACCOUNT WBS:	AP.RA.RX06.73.0111
AGREEMENT DATES:	July 1, 2025 – June 30, 2026
AGREEMENT AMOUNT:	\$95,308.04

Pursuant to Cooperative Service Agreement No. 23-7306-0250-RA between Cooperator and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife damage management assistance to reduce or manage damage caused by predatory animals and other nuisance wildlife causing damage to protect property and human health and safety.

Specific goals are:

1. To administer an Integrated Wildlife Damage Management (IWDM) program in Colusa County.
2. To assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.
3. To provide assistance in the form of educational information.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner.

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor Russel Odell, California District 1, will supervise this project, (530) 601-6949. This project will be monitored by Jeffrey B. Flores, WS-California State Director, in Sacramento, California, (916) 979-2675.
3. APHIS-WS will invoice Cooperator monthly for actual costs incurred in providing service, provided there are billable expenses posted at the time of billing for the month of service. The combined monthly billings for the performance period in this Work and Financial Plan will not exceed **\$95,308.04 for the period of performance (7/1/2025 – 6/30/2026)**. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Cooperator and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, California Department of Transportation, California Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
4. APHIS-WS SHALL PERFORM THE SERVICES UNDER THIS AGREEMENT IN ACCORDANCE WITH ITS FEDERAL AUTHORITY. APHIS-WS SHALL BE RESPONSIBLE TO THE EXTENT PERMITTED BY THE FEDERAL TORT CLAIMS ACT (28 U.S.C. 1346 (b), 2401 (b), 2671-2680), ONLY FOR THE ACTS, OMISSIONS, OR NEGLIGENCE OF ITS OWN OFFICERS, EMPLOYEES OR AGENTS.

THE COUNTY OF COLUSA SHALL BE RESPONSIBLE TO THE EXTENT PERMITTED BY THE CALIFORNIA TORT CLAIMS ACT (Government Code §§ 810-996.6), ONLY FOR THE ACTS, OMISSIONS, OR NEGLIGENCE OF ITS OWN OFFICERS, EMPLOYEES, OR AGENTS. APHIS-WS AND ITS EMPLOYEES OR VOLUNTEERS ARE NOT CONSIDERED "OFFICERS, EMPLOYEES, OR AGENTS" OF THE STATE OF CALIFORNIA.

NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS

COST ESTIMATE FOR SERVICES:

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement. See Appendix B for a description of supplies and services.

Cost Element		Cost to Cooperator	Estimated Cost Share (Federal and State)	Full Cost
Personnel Compensation		\$ 53,821.56	\$ 30,074.28	\$ 83,895.84
Travel		\$ 200.00	\$ -	\$ 200.00
Vehicles		\$ 14,558.09	\$ 1,608.25	\$ 16,166.34
Other Services		\$ 5,577.52	\$ 482.48	\$ 6,060.00
Supplies and Materials		\$ 700.00	\$ -	\$ 700.00
Equipment		\$ 100.00	\$ -	\$ 100.00
Subtotal (Direct Charges)		\$ 74,957.17	\$ 32,165.01	\$ 107,122.18
Pooled Job Costs	11.00%	\$ 8,245.29		\$ 8,245.29
Indirect Costs	16.15%	\$ 12,105.58		\$ 12,105.58
Aviation Flat Rate Collection		\$ -		\$ -
Agreement Total		\$ 95,308.04	\$ 32,165.01	\$ 127,473.05

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$95,308.04.

AUTHORIZATION:

Colusa County
 100 Sunrise Blvd. Suite F
 Colusa, CA 95932

 Anastacia Allen, Ag Commissioner
 County of Colusa
TIN# 94-6000508

 Date

UNITED STATES DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE
 WILDLIFE SERVICES

 Jeffrey B. Flores, State Director, California

 Date

 Wendy Anderson, Director, Western Region

 Date

Appendix B: Schedule of Supplies / Services

WS Description of WS Supplies and Services for Colusa County – 07/01/25 – 6/30/26

Salaries:

Salary hours associated with this project include, but are not limited to, providing technical assistance, field work, equipment maintenance, vehicle maintenance, boat maintenance, mandatory training, annual leave, sick leave, awards, travel to and from official duty station, data entry, data analysis, project coordination, administrative support, health and retirement benefits, taxes, etc. These salaries provide the Wildlife Services Specialists that help meet the goals and fulfill the duties outlined in the AWP. Examples of this work include, but are not limited to, smolt protection from avian predators through harassment, providing facility and project protection from pigeons and marmot damage through a lethal removal program.

Vehicles Operating Costs:

The vehicle provides transportation of personnel and equipment assigned to the project. A flat rate is charged per vehicle used, per pay period that cooperatively funds vehicle operating costs. Vehicle operating costs include but are not limited to repair and maintenance, fuel consumption, oil changes, tire replacement, tire changes seasonally, and eventual vehicle replacement and depreciation costs resulting from wear and tear.

Supplies:

The supply charge is based on the quantity of supplies anticipated to be used for an operating project during the work period. Costs include, but are not limited to pyrotechnics, pyrotechnic launchers, traps and trap materials, office supplies, binoculars, ammunition, firearm maintenance cost, uniform allowance, computer accessories for data entry, euthanasia equipment, wildlife capture, restraint and handling devices, spotlights, and similar supplies and equipment.

Training / Travel

A flat rate is budgeted per project for costs associated with training for all specialists for that project. Costs include, but may not be limited to, the cost of on-line training, reimbursement of travel costs, per diem, lodging, training facilities rentals, instructor fees and training materials for seasonal and full-time employees related to individual operating projects.

Pooled Job Costs:

Pooled Job Costs (11% of subtotal) covers costs that may not be directly associated with one particular project and are distributed across all identifiable projects to which the costs pertain. Costs may include supervision not directly charged, employee retirement, severance, sick leave, self-insurance, OWCP costs, and vehicle, boat, and camp trailer repair and replacement.

Administrative Costs:

Administrative costs (16.15 % of subtotal) cover administrative infrastructure in the U.S. Department of Agriculture APHIS-WS.

C23-061

WS Agreement Number: 23-7306-0250-RA

WBS: AP.RA.RX06.73.0111

[optional] Cooperator PO _____

COOPERATIVE SERVICE AGREEMENT (CSA)
between
COLUSA COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Colusa County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

USDA-APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. USDA-APHIS-WS shall perform services set forth in this Cooperative Service Agreement that constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Colusa County.
2. USDA-APHIS-WS will provide to the Cooperator a Financial Plan annually for approval. It is understood and agreed that any monies allocated for the purpose of the Agreement shall be expended only towards the activities and related expenses outlined herein.
3. Cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.
4. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add, or delete services from the CSA and/or Financial Plan.

C23-061

WS Agreement Number: 23-7306-0250-RA

WBS: AP.RA.RX06.73.0111

[optional] Cooperator PO: _____

5. The Cooperator certifies that USDA-APHIS-WS has advised the Cooperator there may be private sector service providers available to provide IWDM services that the Cooperator is seeking from USDA-APHIS-WS.
6. Protect sensitive information exchanged or generated during this process. For public requests of such information, under the Freedom of Information Act (5 U.S.C. §552) and/or the California Public Records Act (California Government Code §6250-6276.48) or Information Privacy Act of 1977 (Cal. Civ. Code §§ 1798 et seq.), the releasing Agency will notify the other Agency and provide an opportunity to comment on whether the information is privileged, or otherwise prohibited from disclosure by applicable law.
7. USDA-APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that USDA-APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
8. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of USDA-APHIS-WS.
9. USDA-APHIS-WS will provide overall direction and control of the program.
10. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Cooperator Name, Address, Phone Number, Email

Anastacia Allen, Agricultural Commissioner
 100 Sunrise Blvd, Ste F
 Colusa, CA 95932-3246
 (530) 458-0580
 MAllen@countyofcolusa.com

WS Agreement Number: 23-7306-0250-RA
WBS AP.RA.RX06.73.0111

[optional] Cooperator PO: _____

2. To authorize USDA-APHIS-WS to conduct direct control activities as defined in the Work Plan. USDA-APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn USDA-APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse USDA-APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from USDA-APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify USDA-APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that USDA-APHIS-WS shall be responsible for administration of USDA-APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA-APHIS computer network(s).

ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS Agrees:

1. To designate the following as the USDA-APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA-APHIS-WS State Director: Name/Title, Address,
Phone Number, Email

Dennis L. Orthmeyer/California State Director

3419A Arden Way

Sacramento, CA 95825

(916) 979-2675

Dennis.L.Orthmeyer@USDA.GOV

C23-061

WS Agreement Number: 23-7306-0250-RA

WBS: AP.RA.RX06.73.0111

[optional] Cooperator PO: _____

2. To conduct activities at sites designated by Cooperator as described in this CSA and Financial Plans. USDA-APHIS-WS will provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in the CSA and Financial Plan of this agreement.
3. The performance of IWDM actions by USDA-APHIS-WS under this agreement is contingent upon a determination by USDA-APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. USDA-APHIS-WS will not make a final decision to conduct requested IWDM actions until it has made the determination of such compliance.
4. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in this agreement and the Financial Plan referenced in Article 3.b. of this Agreement.
 - a. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
 - b. Provide technical assistance which includes demonstrations on the proper use of management devices (i.e., propane exploders, exclusionary devices, cage traps, etc.) and information on animal husbandry, habitat management, and animal behavior modification that could reduce damage. Official USDA pamphlets may be used to convey this information to the public.
 - c. Provide predator/nuisance wildlife identification and removal when livestock, crop property, natural resource damage; or wildlife displaying aggressive behavior causing actual injury to county residents is verified.
 - d. Provide operational assistance when the problem cannot effectively be resolved through technical assistance, when resource owner implemented nonlethal actions have failed, or concurrently when technical assistance is delivered. Field assistance would mostly be provided for situations that require the use of methods and techniques that are challenging or unsuitable for the public to implement on their own. Resource owners that are provided operational assistance are also encouraged to use additional management strategies and sound husbandry practices, when and where appropriate, that could potentially further reduce damage. Field operations may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.
 - e. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this agreement. All expenditures will be processed through USDA-APHIS Financial Management Modernization Initiative (FMMI) system.
5. To invoice Cooperator quarterly for actual costs incurred by USDA-APHIS-WS during the performance of services agreed upon and specified in this CSA and the Financial Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of USDA-APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

C23-061

WS Agreement Number: 23-7306-0250-RA

WBS: AP.RA.RX06.73.0111

[optional] Cooperator PO: _____

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate USDA-APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides USDA-APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent USDA-APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

USDA-APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 1 July 2023 and shall continue through 30 June 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action.

C23-061

WS Agreement Number: 23-7306-0250-RA

WBS: AP.RA.RX06.73.0111

[optional] Cooperator PO: _____

Further, in the event the Cooperator does not provide necessary funds, USDA-APHIS-WS is relieved of the obligation to provide services under this agreement.

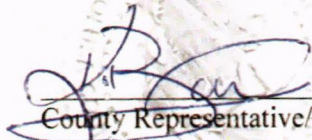
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 94-6000508

APHIS-WS's Tax ID: 41-0696271

Cooperator:

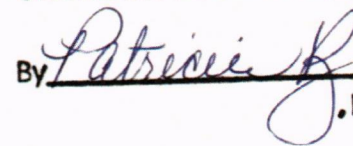
Colusa County**100 Sunrise Blvd., Ste F****Colusa, CA 95932-3246**

 Board Chair
County Representative/Title

3/28/23
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825**

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

By  Deputy

**DENNIS
ORTHMEYER**

Digitally signed by DENNIS
ORTHMEYER
Date: 2023.04.03 13:52:29 -07'00'

Dennis L. Orthmeyer, California State Director

Date

**CORY
OGLESBY**

Digitally signed by CORY OGLESBY
DN: c=US, o=U S Government,
ou=Department of Agriculture, cn=CORY
OGLESBY
0.9.2342.19200300.100.1.1=12001000003523
Date: 2023.04.04 11:32:32 -06'00'

For Keith P. Wehner, Western Regional Director

Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return) Name is required on this line, do not leave this line blank
County of Colusa

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **County Government**

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions
546 Jay Street, Suite 202

6 City, state, and ZIP code
Colusa, CA 95932

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

9	4	-	6	0	0	0	5	0	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Adrian Zuniga

Date ► **1/30/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

APPROVAL FOR FISCAL YEAR 2023 AGREEMENTS

Initiative Title: WS PROTECTION OF PROPERTY

Proposed funding level: \$ 36,156,025

What is the purpose of the initiative/agreement and how does it align with the Agency's and Secretary's priorities?

Wildlife Services (WS) activities to protect property occur in a wide variety of settings, including rural, urban, industrial, and suburban areas. WS personnel work with homeowners, property managers, parks departments, and government agencies to reduce property damage caused by wildlife. Operational activities include: beaver control and dam removals to prevent flooding and damage to water irrigation, sewer and flood prevention systems and transportation infrastructure including roadways, bridges, railroads, and airports, crow, raptor, and vulture management to prevent nest construction and damage to buildings, telecommunication towers, military and energy infrastructure including defense systems, power lines, substations, and ethanol production, and pigeon, European starling and house sparrow removals to prevent contamination to equipment, livestock feed and aircraft, and prevent disease transmissions from within buildings including barns, grain silos, hospitals, office buildings, residences, convention centers, aircraft hangers, and terminals. WS personnel remove abundant waterfowl from areas where birds damage or contaminate landscapes, recreation areas, ponds, lakes, and other water features.

This initiative supports USDA goal 2, and APHIS objective 2.4

Previous year funding level: \$ 35,102,936

<Prior year details for initiatives can be found on an attached spreadsheet>

Historic instruments used to accomplish the initiatives goals

Cooperative Agreement (CA)	Grant (GR)	Interagency Agreement (IA)	Incoming Fund Agreement (RA/TF/OTC)
☒	☒	☒	☒

Signatures:

Approving official:

Title	Name	Signature and date		
Program Manager/ADODR	Steven Wickenheiser		Signature needed	☐
Signatory or Delegate	David Reinhold		Signature needed	☐
SES	Janet Bucknall		≥ \$250,000	☒
Agreement/Grant Specialist	Heather Trainum		Signature needed	☐

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Approve Cooperative Agreement (No. 25-0010-000-SA) with the California Department of Food and Agriculture for the Fuels, Lubricants and Automotive Products Program services, effective July 1, 2025.

Approve Cooperative Agreement (No. 25-0010-000-SA) with the **California Department of Food and Agriculture** for the Fuels, Lubricants and Automotive Products Program services, effective July 1, 2025.

Detailed Description/Background of request

Annual Agreement between Colusa County and **California Department of Food and Agriculture (CDFA)** for costs incurred in the enforcement of the Fuels, Lubricants and Automotive Products Program. The County will receive \$75.00 for each initial inspection of establishments selling or distributing petroleum or automotive products, to determine compliance with the California Business and Professions Code, Chapters 14, 14.5, and 15. This agreement is for fiscal year 25/26 for the maximum amount of \$1,125.00.

Prior Board Action

Approval of Previous Years' contracts.

Fiscal Impact/Funding Source

This is a budgeted revenue item in the General Fund. The department will receive maximum funds in the amount of \$1,125.00 for services performed.

Action for the Clerk

Obtain signatures and send signed signature page and Exhibit A to:
Carrie James at carrie.james@cdfa.ca.gov

Upon return, send fully executed copy to Ag Commissioner, Attn: Dawn at
debrown@countyofcolusaca.gov

ATTACHMENTS:

- 25 26 Petroleum (PDF)

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

**COOPERATIVE AGREEMENT
 SIGNATURE PAGE**

AGREEMENT NUMBER

25-0010-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
 STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
 RECIPIENT'S NAME
COUNTY OF COLUSA
2. The Agreement Term is: July 1, 2025 through June 30, 2026
3. The maximum amount of this Agreement is: \$1,125.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

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

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Daurice Smith, Chair, County of Colusa

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
 SACRAMENTO, CA 95814

CJ

Attachment: 25 26 Petroleum [Revision 1] (10518 : 25/26 Fuels, Lubricants and Automotive Products Program)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants, and Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Anastacia Allen
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	COUNTY OF COLUSA
Address:	6790 Florin Perkins Road, Suite 100	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-229-3000	Phone:	530-458-0580
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	mallen@countyofcolusaca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Chris McIntosh	Name:	Ryan Jennings
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	County of Colusa
Address:	6790 Florin Perkins Road, Suite 100	Address:	100 Sunrise Blvd., Ste F
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Colusa, CA 95932
Phone:	916-229-3000	Phone:	530-458-0580
Email Address:	chris.mcIntosh@cdfa.ca.gov	Email Address:	rjennings@countyofcolusaca.gov
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		Name:	LeeAnn Price
		Organization:	County of Colusa
		Address:	100 Sunrise Blvd., Suite F
		City/State/Zip:	Colusa, CA 95932
		Phone:	530-458-0580
		Email Address:	lprice@countyofcolusaca.gov

4. RECIPIENT: Please check appropriate box below:

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

GENERAL TERMS AND CONDITIONS**1. Approval**

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

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

25. Amendments

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

26. Executive Order N-6-22 Russia Sanctions

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

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

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.

Fuels, Lubricants, and Automotive Products Program

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the **primary** business is selling fuels, lubricants, and automotive products, e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted. No compensation will be paid for duplicated site inspections at the same location anytime during the same fiscal year.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of fuels, lubricants, and automotive products, and for compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Products Inspection Report (PIIR) Form # 41-011, supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible pink colored copy of the PIIR form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk lubricant products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the sole responsibility of

Fuels, Lubricants, and Automotive Products Program

the County. The County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County, and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice with the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected or sampled; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly. If no work is carried out, an invoice is not required.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Chris McIntosh, Agreement Manager

Agreement # _____

Fiscal Year

FY 2025/26

Quarter _____

Program Code

9999000551

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2025/26.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected or sampled; and the amount of money requested.

Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2025-26

BUDGET

County: Colusa

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

15 Site Inspections at \$75.00 per Inspection:	\$ 1,125.00
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Total Agreement Amount:	<u>\$ 1,125.00</u>
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Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Approve Amendment No. 1 to Standard Agreement (Number 23-0276-000-SA) with the California Department of Food and Agriculture for the Noxious Weed Program.

Approve Amendment No. 1 to Standard Agreement (Number 23-0276-000-SA) with the **California Department of Food and Agriculture** for the Noxious Weed Program.

Detailed Description/Background of request

This amendment will extend the end of the agreement from June 30, 2025 to December 31, 2027. The agreement will increase the amount from \$42,420.37 to \$97,610.37.

The increase in funds and time extension is due to the California Agricultural Commissioners and Sealers Association (CACASA) working with the California Department of Food and Agriculture (CDFA) to reallocate unused unclaimed gas tax funding to this noxious weed program.

Prior Board Action

The standard agreement #23-0276-000-SA was approved by the Board on 8/15/2023.

Fiscal Impact/Funding Source

The County could receive an additional \$55,190.30 for services performed within this agreement.

Action for the Clerk

Obtain signatures and email the signed signature page to Carrie James at carrie.james@cdfa.ca.gov <<mailto:carrie.james@cdfa.ca.gov>>

Upon return, send copy of fully executed agreement to Dawn Brown at debrown@countyofcolusaca.gov <<mailto:debrown@countyofcolusaca.gov>>

ATTACHMENTS:

- 23 27 Noxious Weed Amend 1 (PDF)
- C23-167 California Department of Food (CDFA) (23-0276-000-SA) (PDF)

AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER 23-0276-000-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: July 1, 2023 through December 31, 2027
3. The maximum amount of this Agreement is: \$97,610.67
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, 2025, to a new expiration date of December 31, 2027.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$55,190.30 for a new total not to exceed \$97,610.67.

A Budget for the increased amount is attached (1 Page) and is hereby incorporated into the Agreement.

Revised Reporting/Invoicing Schedule (1 Page).

The increase in funds and time extension is due to additional available money.

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
--	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING
Daurice Smith, Chair, Colusa County Board of Supervisors

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
--	-------------

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

Revised Reporting/Invoicing Schedule

Important Dates:	
Invitation to Submit Grant Applications	September 15, 2022
Grant Application Due	October 31, 2022 at 11:59pm PDT
Review Process	November 1 – December 31, 2022
Announcement and Award Funding	January 15, 2023
Grants Awarded	June 30, 2023
Mid-Year Reports	October 15, 2023, October 15, 2024, October 15, 2025, October 15, 2026, and October 15, 2027
Expense Deadline	December 31, 2027
Final Report	January 31, 2028
Final Invoice Due	February 15 2028

Attachment: 23 27 Noxious Weed Amend 1 [Revision 1] (10532 : 23-27 Noxious Weed Amendment 1)

Noxious Weed Grant Program Budget

County of Colusa
July 1, 2023 - December 31, 2027

2.4.a

	CDFA Funding	Add Funds	Cost Share
Personnel Services - Weed Control			
	\$0.00		\$0.00
Title: Assistant Agricultural Commissioner	\$2,609.70	\$5,219.40	\$0.00
Title: Agricultural Biologist III	\$3,349.20	\$6,698.40	\$0.00
Title: Agricultural Biologist II	\$3,922.40	\$7,844.80	\$0.00
Title: Agricultural Biologist I	\$3,629.60	\$3,629.60	\$0.00
Title: Agricultural Technician	\$3,790.40	\$3,790.40	\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
Subtotal Personnel Exp.	\$17,301.30	\$27,182.60	\$0.00
Operating Expenses			
Supplies: (must be itemized)			
Misc. Office Supplies	\$10.00	\$100.00	\$0.00
Misc. Field Supplies	\$75.00	\$300.00	\$0.00
Mapping Services/Printing	\$100.00	\$400.00	\$0.00
Hand Held GPS Units	\$150.00	\$600.00	\$0.00
Landscape pruners/Shears	\$100.00	\$400.00	\$0.00
Back Pack Sprayers	\$150.00	\$600.00	\$0.00
Equipment: (must be itemized)			
			\$0.00
			\$0.00
			\$0.00
Herbicides: (must be itemized)			
Imazapyr (Ex: Habitat)			
Amount: 25 Gallons Cost: 360.00/G	\$4,500.00	\$4,500.00	\$0.00
Glyphosate (Ex: AquaMaster)			
Amount: 10 Gallons Cost: 24.48/G	\$122.40	\$122.40	\$0.00
Clopyralid (Ex: Transline)			
Amount: 30 Gallons Cost: 272.47/G	\$4,087.05	\$4,087.05	
Triisopropanplammonium (Ex: Milestone)			
Amount: 30 Gallons Cost: 192.00/G	\$1,920.00	\$3,840.00	\$0.00
Other			
Adjuvent	\$350.54	\$1,000.00	\$0.00
	\$0.00		\$0.00
Mileage for Weed Control \$0.575 x (2400Miles)	\$1,380.00		\$0.00
Mileage for Weed Control \$0.70 x (3942.857Miles)		\$2,760.00	
Subtotal Operation Exp.	\$19,756.74	\$18,709.45	\$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. FY23= \$42,421 CDFA Funding award total has max of \$4,242.10 for all combined, FY25 = \$55,190.30 CDFA Funding award total has max of \$5,519.03 for all combined)			
Meetings	\$0.00		\$0.00
Travel	\$0.00		\$0.00
Administration	\$1,037.00	\$2,502.60	\$0.00
Coordination	\$0.00		\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00		\$0.00
Mileage for Weed Control \$0.70 x (Miles)			
Subtotal	\$38,095.04	\$48,394.65	\$0.00
Indirect* (Max 25% of Personnel Costs)	\$4,325.33	\$6,795.65	\$0.00
Total	\$42,420.37	\$55,190.30	\$0.00
Grant Total CDFA Funding	\$42,420.37	\$55,190.30	
Grant Total Cost Share			

Attachment: 23 27 Noxious Weed Amend 1 [Revision 1] (10532 : 23-27 Noxious Weed Amendment 1)

State of California, Department of Food and Agriculture
 AGREEMENT
 GAU-03 (Rev. 7/2023)

023-167

**COOPERATIVE AGREEMENT
 SIGNATURE PAGE**

AGREEMENT NUMBER

23-0276-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF COLUSA

2. The Agreement Term is: July 1, 2023 through June 30, 2025

3. The maximum amount of this Agreement is: \$42,420.37

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

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF COLUSA

BY (Authorized Signature)



DATE SIGNED

8/15/23

ATTEST: Wendy G. Tyler,

Clerk to the Board of Supervisors

PRINTED NAME AND TITLE OF PERSON SIGNING

Kent S. Boes, Board Chair

ADDRESS

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

By



Deputy

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

Laura H. Rodriguez

Digitally signed by Laura H. Rodriguez
 Date: 2023.08.17 11:58:18 -07'00'

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
 SACRAMENTO, CA 95814

CJ

Attachment: C23-167 California Department of Food (CDFA) (23-0276-000-SA) (10532 : 23-27 Noxious Weed Amendment 1)

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: 2023 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: David Kratville	Name: Anastacia Allen
Division/Branch: PHPPS / Integrated Pest Control Branch	Organization: COUNTY OF COLUSA
Address: 1220 N Street	Address: 100 Sunrise Boulevard, Suite F
City/State/Zip: Sacramento, CA 95814	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: Ryan Jennings
Division/Branch: PHPPS / Integrated Pest Control Branch	Organization: County of Colusa
Address: 1220 N Street	Address: 100 Sunrise Blvd., Suite F
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Colusa, CA 95932
Phone: 916-262-1102	Phone: 530-458-0580
Email Address: jennifer.gordon@cdfa.ca.gov	Email Address: rjennings@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.

2.4.b

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: C23-167 California Department of Food (CDFA) (23-0276-000-SA) (10532 : 23-27 Noxious Weed Amendment 1)

GENERAL TERMS AND CONDITIONS**1. Approval**

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

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

2.4.b

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. California State Auditor

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

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

24. Closeout

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

25. Confidential and Public Records

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

Attachment: C23-167 California Department of Food (CDFA) (23-0276-000-SA) (10532 : 23-27 Noxious Weed Amendment 1)

26. Amendments

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

27. Executive Order N-6-22 Russia Sanctions

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

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.

PROJECT 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 junceum*) 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 received. These weed 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, affects water flows and hosts invasive pests such as Spotted Lantern Fly.

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.

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 used. 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 that 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. Prescribed burning may be utilized.

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 October 15, 2023, and October 15, 2024.

Final project reports are required 30 days after project completion, no later than July 31, 2025. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

2023 Noxious Weed Grant Program – Progress Report

State of California

Department of Food and Agriculture

Project Information	
Recipient Organization Name:	
Project Title:	
CDFA Grant Number:	
Recipient's Project Contact	
Name:	
Phone:	
Email:	
Project Report Information	
Report Type:	Progress Report
Reporting Period:	Start Date: End Date:

Grant Report Items to Consider (check all that apply)

- ☐ Invoice Prepared and Submitted
☐ Evidence of CEQA compliance met and sent to CDFA
☐ Evidence of work documented sent to CDFA (see details below)

Accomplishments

- Estimate the total percentage (%) of work completed on this project.....0%
- List each Objective in your project. Describe your activities and accomplishments for this reporting period. Add more rows as needed.

#	Objective	Activity and Accomplishment
1		
2		
3		
4		
5		

Challenges and Developments

3. Describe any challenges or delays that occurred during this reporting period and the corrective actions and/or changes to the project as a result. Add more rows as needed.

Challenge	Corrective Action and/or Project Change

4. Describe any positive developments that have occurred outside of the project's original intent that you experienced during this reporting period and any project changes as a result. Add more rows as needed.

Positive Development	Project Change

Work Documented – Weed locations

5. If your County is documenting work in CalFlora can be sent to CDFA by providing a screen shot or email showing receipt of data by CalFlora to CDFA-PDAS at pdas@cdfa.ca.gov.
6. Alternatively, you may send your work files directly to CDFA by submitting through the attached mapping template (include one for each weed species). You may also send your data/shape files directly to CDFA if using this method. Contact CDFA-PDAS at pdas@cdfa.ca.gov if you have questions or need assistance reporting your data.

Other Items/Explanations (if needed)

Include any other items here.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PHPPS_IPCB_Invoices@cdfa.ca.gov

REMIT PAYMENT TO: (County Information)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
INTEGRATED PEST CONTROL BRANCH
1220 N STREET Rm 214
SACRAMENTO CA 95814



Agreement Name:

Agreement Number:

Agreement Amount:

For State Use Only

Date Approved:

Approved by:

Account Code:

Agreement No.

Program Code:

Fiscal Year:

(Rev. x/xxxx)

Date:

County:

Amount Billed to Date

Invoice #

Billing Period:

From:

To:

(Example: From Jan 1, 20XX To Mar 31, 20XX)

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Services Performed	Detection vs Non-Detection	# of OT Hours Worked	Indirect Cost (Max 25%)	# of Site Lcts	Acres/ Units	Samples	Total Costs
1														
2														
3														
4														
5														
TOTALS			0	0	0	0	0		0	0	0.0	0.0		0

OPERATING EXPENSES

Description (type of supply or expense)	Total Cost
1 Travel****	\$0.00
2 Printing	\$0.00
3 Postage/Freight	\$0.00
4 Miscellaneous Field Supplies	\$0.00
5 Miscellaneous Office Supplies	\$0.00
6 Contractual Costs (please describe)	\$0.00
7 Other Items of expense (please describe)	\$0.00
8 Other Items of expense (please describe)	\$0.00
TOTAL OPERATING EXPENSES:	\$0.00

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	\$0.000	\$0.00
State Vehicles	0.00	\$0.000	\$0.00
Leased Vehicles	0.00	\$0.000	\$0.00
TOTAL VEHICLE OPERATIONS:			\$0.00

* Hourly Rate must include Hourly Wage and Benefit Rate.
** Overhead percent is eligible, may fluctuate per county and must not exceed 25%
*** Mileage rates: County vehicle = Not to exceed \$0.655 per mile.
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = \$0.285 per mile.
**** Not more than 10% of the award may be used for meetings, travel, administration and coordination costs (Refer to page 5 of Noxious Weed Grant Program RFP booklet)

COMMENTS:

Noxious Weed Grant Program Budget

County of Colusa
July 1, 2023 - June 30, 2025

2.4.b

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
	\$0.00	\$0.00
Title: Assistant Agricultural Commissioner	\$2,609.70	\$0.00
Title: Agricultural Biologist III	\$3,349.20	\$0.00
Title: Agricultural Biologist II	\$3,922.40	\$0.00
Title: Agricultural Biologist I	\$3,629.60	\$0.00
Title: Agricultural Technician	\$3,790.40	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
Subtotal Personnel Exp.	\$17,301.30	\$0.00
Operating Expenses		
Supplies: (must be itemized)		
Misc. Office Supplies	\$10.00	\$0.00
Misc. Field Supplies	\$75.00	\$0.00
Mapping Services/Printing	\$100.00	\$0.00
Hand Held GPS Units	\$150.00	\$0.00
Landscape pruners/Shears	\$100.00	\$0.00
Back Pack Sprayers	\$150.00	\$0.00
Equipment: (must be itemized)		
		\$0.00
		\$0.00
		\$0.00
Herbicides: (must be itemized)		
Imazapyr (Ex: Habitat) Amount: 12.5 Gallons Cost: 360.00/G	\$4,500.00	\$0.00
Glyphosate (Ex: AquaMaster) Amount: 5 Gallons Cost: 24.48/G	\$122.40	\$0.00
Clopyralid (Ex: Transline) Amount: 15 Gallons Cost: 272.47/G	\$4,087.05	
Triisopropanplammonium (Ex: Milestone) Amount: 10 Gallons Cost: 192.00/G	\$1,920.00	\$0.00
Other		
Adjuvent	\$350.54	\$0.00
	\$0.00	\$0.00
Mileage for Weed Control \$0.575 x (Miles)	\$1,380.00	\$0.00
Subtotal Operation Exp.	\$19,756.74	\$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$42,421 CDFA Funding award total has max of \$4,242.10 for all combined)		
Meetings	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Administration	\$1,037.00	\$0.00
Coordination	\$0.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$38,095.04	\$0.00
Indirect* (Max 25% of Personnel Costs)	\$4,325.33	\$0.00
Total	\$42,420.37	\$0.00
Grant Total CDFA Funding	\$42,420.37	
Grant Total Cost Share	\$0.00	

Attachment: C23-167 California Department of Food (CDFA) (23-0276-000-SA) (10532 : 23-27 Noxious Weed Amendment 1)

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Approve Mental Health Services Act (MHSA) Annual Update for the FY 25/26 Year Plan

Approve Mental Health Services Act (MHSA) Annual Update for the FY 25/26 Year Plan.

Detailed Description/Background of request

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

Behavioral Health is requesting to get the Mental Health Services Act (MHSA) Annual Update approved by the Board of Supervisors. Page 70 shows discontinued programs for the FY 25/26 with reasons for sunseting each program. One additional program was created under WET called Integrated Care. This program description can be found on page 69.

Prior Board Action

On May 23, 2023, the Board of Supervisors approved the MHSA Three Year Plan FY's 2024-2026.

Fiscal Impact/Funding Source

The revenue is estimated to be \$2.1 million for the FY 2025/2026 Annual Update Plan.

Action for the Clerk

Please provide Jayro Pina with a CBO by June 23, 2025 as this report is due to the State. Thank you!

ATTACHMENTS:

- FY 25-26 MHSA Plan Annual Update for BOS Approval (PDF)



Colusa County Department of Behavioral Health

Mental Health Services Act Annual Update

FY 2025-2026

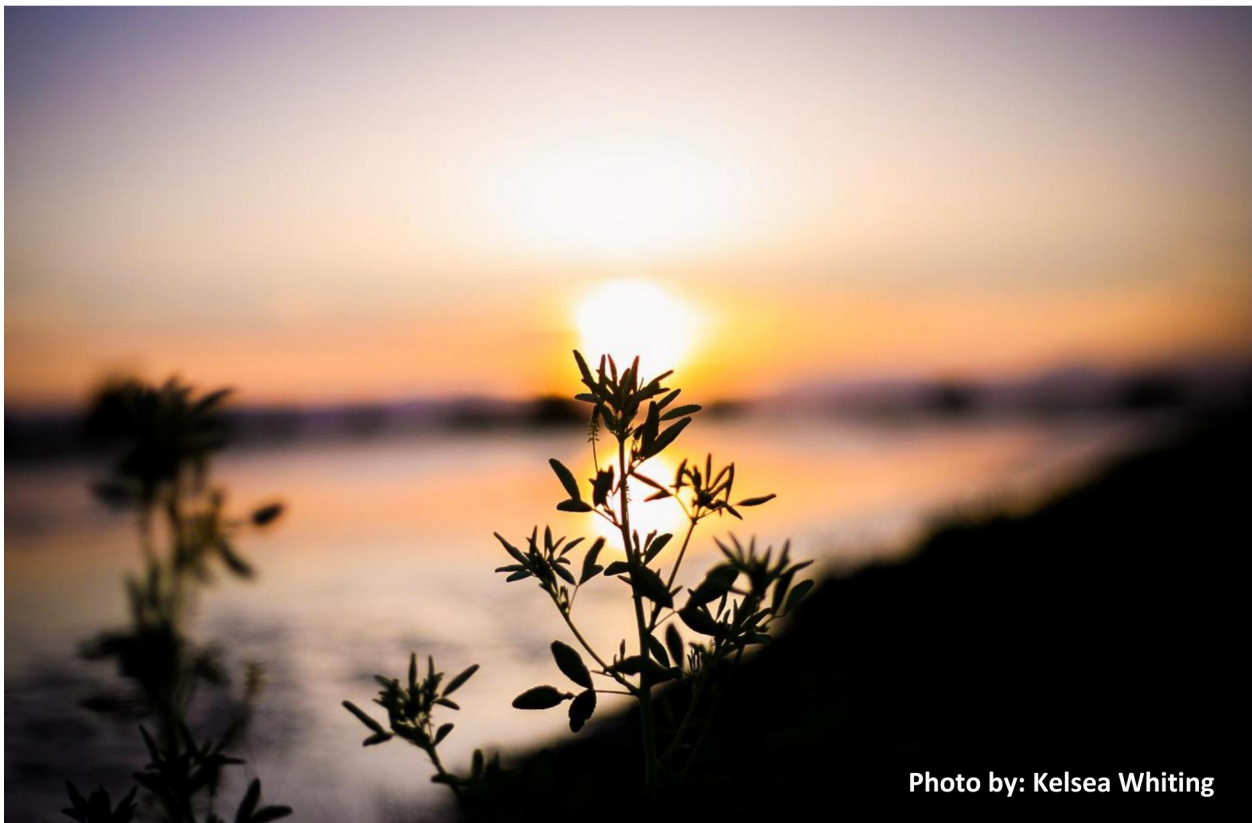


Photo by: Kelsea Whiting

Attachment: FY 25-26 MHSA Plan Annual Update for BOS Approval (10541 : MHSA Annual Plan Update FY 25/26)

MHSA Annual Update Plan 2025-2026

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Colusa County Department of Behavioral Health Vision Statement



The Colusa County Department of Behavioral Health will provide high quality consumer centered and family friendly, prevention, education and clinical services to residents of Colusa County. We will promote recovery/wellness through independence, hope, personal empowerment and resilience. We will make access to services easier, services will be more effective, produce better outcomes and out-of-home and institutional care will be reduced.

All of our Behavioral Health services will be designed to enhance the wellbeing of the individuals and families who it is our privilege to serve.

County Description

Colusa County has a total population of about 22,074 according to the United States Census Bureau. Of those who reported/participated in the Census count, the majority of the population identifies as Hispanic or Latino at 63.4% while 30.9% identify as White alone. The other populations that make up the county are American Indian and Alaska Native at about 2.9%, another 2.8% identify as two or more races, 1.8% report being Asian, 1.5% report being Black/African American, and 0.6% identify as Native Hawaiian and Other Pacific Islander. A total of 6.4% of Colusa residents are under five years of age, 26.8% of individuals in Colusa County are under the age of 18, and those individuals who are 65 and over make up about 16%. About 48.9% of Colusa County residents identify as female and about 51.1% of County residents identify as male. At this time, English and Spanish are the only threshold languages within Colusa County. Roughly 52.8% of individuals speak another language, other than English, at home. Looking at education level, Colusa County residence who are high school graduates or higher make up 73.2% and about 14.5% of the population have a Bachelor's degree or higher. In 2023, the median household income is \$75,149. Colusa County's per capita income in the past 12 months in 2023 is \$32,776. About 12.3% of persons are in poverty. As of July 1, 2023, there were a total of 8,262 housing units available. Those in the county who own and occupy their housing unit made up about 62% of the population. The value of these housing units of those 62% of individuals was about \$375,100. The median gross rent between the years of 2019 to 2023 was about \$1,139. Veterans present in Colusa County from 2019 to 2023 came to a total of 790 individuals. Those who were foreign born from 2019 to 2023 made up about 27.5% of the population.

(Data from: [U.S. Census Bureau QuickFacts: Colusa County, California](#))

Introduction to MHSA

The Mental Health Services Act (MHSA) or Prop 63 was passed in 2004 in order to address the unique mental health needs of communities. The act requires a 1% tax to those who have an annual income exceeding one million dollars. These funds go towards preventative services and direct services for children, Transitional Age Youth (TAY), adults, and older adults who identify as being severely emotionally disturbed or severely mentally ill. MHSA promotes community collaboration, cultural competence, and client and family driven services focused on wellness, recovery, and resilience through an integrated approach. The act also seeks to raise awareness and reduce stigma and discrimination around mental health.

Program Components

MHSA consists of five funding components, each of which addresses specific goals for priority populations, key community mental health needs, and age groups that require special attention. The programs developed under these components draw on the expertise and experience of behavioral health and primary health care providers, various community-based organizations, school districts, community programs and centers, institutions of higher education, law enforcement/the judicial system, and local government departments and agencies. The five components are:

- 1) Community Services & Support (CSS):** Services that focus on community collaboration, client and family driven services and systems, wellness, recovery and resilience, integrated service experiences for clients and families, as well as serving the unserved and underserved.
- 2) Prevention & Early Intervention (PEI):** Services that promote wellness, foster health, and prevent the suffering that can result from untreated mental illness.

3) Innovation (INN): An innovation program can be designed to:

- A) Introduce a new mental health practice or approach that is new to the overall mental health system.
- B) Make a change to an existing practice in the field of mental health, including application to a different population.
- C) Apply to the mental health system a promising community-driven practice that has been successful in non-mental health contexts or settings.

4) Capital Facilities & Technological Needs (CFTN): This component works towards the creation of a facility, an enhanced infrastructure, or improved technology systems that to support the delivery of MHSA services to mental health clients and their families, or for administrative offices that support MHSA programming.

5) Workforce Education & Training (WET): The WET component facilitates the development of a diverse workforce that can provide outreach to unserved and underserved populations, provide services that are linguistically and culturally competent and relevant, and includes the viewpoints and expertise of clients and their families/caregivers.

Stakeholder Process

- 1) Community collaboration is defined in the MHSA legislation as a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goal(s). Community meetings, also known as stakeholder

meetings, are used to facilitate community participation. CCDBH announces their stakeholder meetings via email to all other county departments who post the flyers in both Spanish and English at their agencies. Each county library branch has the flyers posted as well. Lastly, the flyers are posted on the county website and our CCDBH Facebook page. During the stakeholder meetings, a PowerPoint presentation is presented to stakeholders to provide education around MHSA, explain current and previous MHSA programs, and obtain feedback from the stakeholders around community needs, feedback on MHSA, and if stakeholders have a new program to request funds for or if a program is in need of increasing their funds.

- 2) A 30-day public comment period allows for further stakeholder input on the Annual Update/Three Year Plan.
- 3) A public hearing held in conjunction with the Behavioral Health Advisory Board meeting is the final step in the stakeholder process which allows for any final comments or questions by the public.

Stakeholder Meetings Held

At each stakeholder meeting a PowerPoint presentation is presented to attendees explaining what MHSA is, the community planning process, information regarding all MHSA programs under each component, and an estimated budget.



January 2, 2025: 4 attendees

Meeting and presentation provided at Safe Haven Wellness and Recovery Center

1. Comment: “We need showers to be available.”
 - Resulting Action from the County: CCDBH is unable to install showers in a building that is being leased. CCDBH has made shower vouchers available for members in need at a nearby truck stop, and provides transportation to and from to connect members to this resource.

January 21st, 2025: 3 attendees

Meeting and presentation provided via Zoom

1. Question: Are there going to be resources for schools in the county once the BEST program is over?
 - Resulting Action from the County: CCDBH recognizing the importance of the BEST program, but this program was funded by a Mental Health Student Services Act (MHSSA) grant, and not by MHSA. CCDBH hopes to find another revenue source to continue the BEST program once the grant funding has concluded.
2. Question: Is there a form for FSP referrals?
 - Resulting Action from the County: There is an internal form completed by CCDBH staff to recommend a client to the FSP program. If another agency would like to present a case for FSP consideration, this can be brought up during a Multi-disciplinary Team Meeting (MDT) or mentioned to the client’s therapist.

3. Comment: We will deeply miss the BEST program when it is completed because it was such a utilized resource.

- Resulting Action from the County: MHSA Coordinator will share this comment of appreciation with CCDBH Leadership Team.

January 30th, 2025: 0 attendees

Meeting held at Williams Library

1. Questions, Comments, Feedback: None

February 10th, 2025: 5 attendees

Meeting and presentation provided at Colusa County Behavioral Health

1. Question: Would MDT function as a team who could address emergency placement?
 - Resulting Action from the County: Staff reported that our partner agency, Child Protective Services, is responsible for emergency placements.
2. Question: How is mobile crisis going under the Community Crisis Support program?
 - Resulting Action from the County: It has been going well and appears to provide the community with a sense of support.
3. Question: How do you feel about BHSA?
 - Resulting Action from the County: CCDBH shared the strengths and challenges related to BHSA and how it changes the fiscal forecast of our programming.
4. Comments: Rancho Colus has encountered some small barriers to being operational. We have been told they will be opening up in two weeks.

- Resulting Action from the County: To provide updates to staff and greater community when the issues have been resolved.

February, 28th, 2025: 3 attendees

Meeting and presentation provided via Zoom

1. Question: Who should we call for a mobile crisis?
 - Resulting Action from the County: Call Colusa County Behavioral Health's main line (530) 458-0520 or you can call our crisis line 1-888-793-6580. CCDBH staff will determine if the crisis service can be provided via phone, or if a mobile response is required.
2. Comment: Starting next year, all student ID cards will have a QR code that students can scan that provides a list of county mental health services and contact information.
 - Resulting Action from the County: CCDBH was thrilled to hear of an easy way that youth can access a list of mental health resources.
3. Comment: 2nd Step has served about 12,000 students per year and has expanded to Pierce Joint Unified School District where 2nd Step has been provided for the past two years thanks to CCDBH's MHSA funds.
 - Resulting Action from the County: CCDBH is very appreciative of our collaboration with Colusa County Office of Education and their hard work to provide this program to such a large amount of students.
4. Bright Vista was "a life support" for a few students.
 - Resulting Action from the County: It is great to know this resource was a strong support to some of our youth in the community. CCDBH is

currently short-staffed which is the reason for Bright Vista’s temporary closure. We are hopeful that we can open again soon.

Stakeholders

Members from Colusa County Recovery group, members of Safe Haven Wellness and Recovery Center, Colusa County Board of Supervisors, and staff from the following agencies: Behavioral Health, Health and Human Services, Public Health, Colusa County Office of Education, Pierce Unified School District, and Egling Middle School.

30 Day Review Period Date: April 12th – May 12th, 2025

Physical draft copies of this plan are available for public review with comment forms at CCDBH’s front office, Safe Haven Wellness and Recovery Center, Practical Actions Towards Health (PATH), and all county library branches. An electronic copy of the plan and a comment form was posted for review on CCDBH’s County website.

Feedback from stakeholders:

1. Comment: The amount of data on here is really great. It demonstrates statistical evidence of the amazing work that Behavioral Health is doing and it also highlights areas for improvement.
 - Resulting Action from the County: CCDBH will continue to gather, track, and report on data and share the data process with interested stakeholders.
2. Comment: “Happily support BHS MHSA plan for 2025-2026. Pleased to see Safe Haven peers thriving.”
3. Comment: “I support what Safe Haven is doing.”

- Resulting Action from the County for the above two comments: CCDBH will continue the Safe Haven Wellness and Recovery Center program and will provide opportunities for members to learn new skills to achieve their recovery goals.
- 4. Comment: The plan is very comprehensive and there are several organizational priorities that align with our work at Colusa County Department of Health and Human Services (DHHS).
- 5. Comment: Equity is not mentioned in the document, however the vision statement is a good start since it demonstrates a willingness and capability to start taking an equity focus when doing this important work. CCDBH is encouraged to use next year to think about how to incorporate more language about health equity throughout the entire document. This is something DHHS is also prioritizing so we can share expertise and best practices.
 - Resulting Action from the County for the above two comments: CCDBH will collaborate with DHHS to make progress on organizational priorities and to incorporate health equity language into our future plans, and ensure that it is a highlighted focus in our programming.

Public Hearing Date: May 13th, 2025

Feedback from stakeholders:

1. Comment: The program name of West Side Campus sounds like it is related to a school or Colusa County Office of Education. Perhaps, a name change to Westside Wellness Center would be better. This program name sounds like it can

be for any health or wellness service, which would create less stigma for individuals attending for behavioral health appointment.

- Resulting Action from the County: CCDBH has changed the program name from West Side Campus to Westside Wellness Center.

Behavioral Health Advisory Board Approval: May 13, 2025

Board of Supervisors Approval: June 3, 2025 – TENTATIVE APPROVAL

To be signed once the Plan has gone through the approval process

MHSA COUNTY COMPLIANCE CERTIFICATION

County: _____

Local Mental Health Director	Program Lead
Name:	Name:
Telephone Number:	Telephone Number:
E-mail:	E-mail:
County Mental Health Mailing Address:	

I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the County has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this annual update, including stakeholder participation and nonsupplantation requirements.

This annual update has been developed with the participation of stakeholders, in accordance with Welfare and Institutions Code Section 5848 and Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate. The annual update and expenditure plan, attached hereto, was adopted by the County Board of Supervisors on _____.

Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

All documents in the attached annual update are true and correct.

Local Mental Health Director/Designee (PRINT)

Signature

Date

County: _____

Date: _____

To be signed once the Plan has gone through the approval process

Enclosure 1

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION¹

County/City: _____

- ☐ Three-Year Program and Expenditure Plan
☐ Annual Update
☐ Annual Revenue and Expenditure Report

Local Mental Health Director Name: _____ Telephone Number: _____ E-mail: _____ Local Mental Health Mailing Address: _____	County Auditor-Controller / City Financial Officer Name: _____ Telephone Number: _____ E-mail: _____
--	--

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

Local Mental Health Director (PRINT) _____

Signature _____ Date _____

I hereby certify that for the fiscal year ended June 30, _____, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated _____ for the fiscal year ended June 30, _____. I further certify that for the fiscal year ended June 30, _____, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

County Auditor Controller / City Financial Officer (PRINT) _____

Signature _____ Date _____

¹ Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)
 Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (07/22/2013)

MHSA Programs

COMMUNITY SERVICES AND SUPPORT (CSS) PROGRAMS

Program Name: Integrated CSS General System Development

Full Service Partnership (FSP)

Program Description: A program that utilizes a “whatever it takes” method of services for consumers of all ages (children, transition aged youth, adults, and older adults) who have a mental health diagnosis(es) or a co-occurring diagnosis and who meet specific requirements of FSP program guidelines. For children and transition aged youth to obtain Full Service Partnership (FSP) services they need to be unserved or underserved in one of the following: homeless or at risk of being homeless, aging out of the child and youth mental health system, aging out of the child welfare system, aging out of the juvenile justice system, involved in the criminal justice system, at risk of involuntary hospitalization or institutionalization, and/or have experienced a first episode of serious mental illness. For adults to meet criteria for FSP services they must be unserved or underserved in being homeless or at risk of becoming homeless, involved in the criminal justice system, frequent users of hospital and/or emergency room services as the primary resource of mental health treatment, and/or being at risk of institutionalization. Older adults qualify when they are unserved or underserved in experiencing a reduction in personal and/or community functioning, homeless, at risk of becoming homeless, at risk of becoming hospitalized/institutionalized, at risk of out-of-home-care/nursing home, at risk of or frequent users of hospital and/or emergency room services as the primary resource for mental health treatment, and/or being involved in the criminal justice system. Consumers are provided with intensive services in collaboration with Colusa County Department of Behavioral Health (CCDBH) staff, natural supports and other agencies. CCDBH staff attend a meeting that occurs once a month, known as Multi-Disciplinary Team (MDT) meeting. It is during these

meetings that our agency and other agencies can address any concerns, make referrals to the FSP program/Wraparound program and identify supports that can include housing, transportation, education, vocational training, food, and clothing.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 3

16-25 years old: 12

26-59 years old: 50

60+ years old: 20

Challenges: There are limited resources in Colusa in general, and there are even less resources to address needs that are specific to clients who are undocumented. Resources such as food drives/food pantries, housing, and employment are frequent needs FSP clients are experiencing challenges with. Unfortunately, FSP clients' knowledge of these resources are very limited. Transportation accessibility also continues to be a barrier as the availability of public transit is not available on nights and weekends. Staff have expressed a need for clearer guidance on how to assist youth clients with housing-related expenses. While staff are committed to supporting FSP clients and their families, CCDBH has encountered barriers with the authorization of purchases due to the specifications needed by the County Auditor's Office which can cause delays in obtaining needed resources for our clients.

Successes: CCBH has collaborated with other agencies, including, Tri Counties Community Action Partnership (TCCAP) and Department of Health and Human Services (DHHS) to address FSP client needs, therefore helping clients reach their FSP goals and in many cases achieving stable housing. Access to food pantries have increased over the year. Local transit has provided

“Free Fare” months, which has helped reduce the cost of transportation for clients. FSP clients meeting goals, maintaining progress, and graduating from the program has continued to be going well.

Projected cost per person per year: \$20,188

Changes to 2025-2026 Annual Update: This program will have an increase in budget due to a rise in housing costs for FSP clients.

Data (FY 2023-2024):

0-15 Years old: 2

16-25 Years old: 5

26-59 Years old: 38

60+ Years old : 8

Program Name: Integrated CSS Outreach and Engagement

Westside Wellness Center

Program Description: The City of Colusa is the county seat of Colusa County. Roughly, 6,500 people live within Colusa. The City of Williams is a close second in population with 5,600 people. While the two cities are only 10 miles apart, transportation is a large barrier to consumers accessing needed services; services that are predominately housed in Colusa. CCDBH hopes to alleviate the transportation barrier by providing field-based and home-based behavioral health services to their clients when appropriate and applicable. CCDBH would like to bring a

multitude of county services to closer to residents who live on the west side of the county. Some of these residents have reported that they are not always able to obtain the services they need due to lack of transportation/proximity of services.

Other county services able to support a whole-person care approach will be offered at this location. Whole-person care focuses on one's mental, social, physical, and spiritual aspects of life to improve health outcomes. CCDBH often provides behavioral health services to individuals and/or families that also engage with other county departments and offices such as Victim Witness, Health and Human Services, Probation, and District Attorney. Increased access to services from these offices is likely as the Westside Wellness Center can initiate the expansion of services outside of Colusa. The idea of a whole-person care approach, with the support of these other county departments and offices, can help stabilize one's mental health and overall behavioral functioning. The goal is to start with Behavioral Health utilizing the space as a satellite clinic to provide therapeutic services. In the future, Health and Human Services may use the building for reunification services.

Projected numbers to be served in FY 25/26 by age group: Due to this program being in the development phase, the specific target population has not yet been decided.

Projected cost per person per year: No services have been provided as this program is in the development phase. Thus, there is no cost per person to report at this time.

Changes to 2025-2026 Annual Update: A county owned building in Williams, CA may be used to provide behavioral health and Health and Human Services' reunification services. In addition to this change, the program name has changed from Williams Wellness Center to West Side Campus. However, during the Public Hearing on May, 13, 2025 feedback was provided with a

suggestion to change the name of the program to Westside Wellness Center because West Side Campus sounded more like a school location. Finally, the budget will remain the same for this program.

Data: None to report.

Program Name: Integrated CSS General System Development

Community Crisis Continuum

Program Description: With the nationwide implementation of 988, a three-digit Suicide and Crisis Lifeline, individuals are closer to accessing crisis services at the moment they need it. However, there are times when de-escalation cannot occur via phone and it is more appropriate to provide a crisis service in-person. To ensure that individuals who are experiencing a behavioral health crisis receive clinical intervention, CCDBH will offer a Community Crisis Continuum program. CCDBH operates a Crisis Team during work-hours and contracts with a company after-hours to ensure that crisis services are available to our community 24/7. It is likely that a majority of these crisis interventions provided will occur in-person at our clinic or at our local emergency department. In these two locations, it is necessary to equip our setting with supplies to reduce risk of harm and increase safety for both the individual in crisis and our CCDBH staff. To aid with crisis services funds will also be allocated to utilize Xferall, which is an organization that assists staff in finding available inpatient beds for those needing to be placed on a hold in a timely manner. To ensure ongoing quality services occur, staff will receive at least annual training on de-escalation tactics and safety planning.

In addition to crisis services being offered at our clinic and at the emergency department, CCDBH provides a mobile crisis response available during business hours by CCDBH. An after-hours contracted company, Auburn Counseling, will operate a 24/7 Access Line that will include triage and dispatch of mobile crisis, via Sierra Mental Wellness, for Colusa County beneficiaries. Mobile crisis allows for a rapid response, individual assessment, and community based stabilization to those who are experiencing a behavioral health crisis. Mobile crisis response provides de-escalation and stabilization techniques, reduces the immediate risk of danger and subsequent harm, and avoids unnecessary emergency department care, psychiatric inpatient hospitalization, and law enforcement involvement.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 20

16-25 years old: 45

26-59 years old: 130

60+ years old: 60

Challenges: A challenge that the Community Crisis Continuum has experienced is the continued need for sitters and drivers for after-hour services. Also, some hospitals do not comply with concurrent review or discharge summary of all individuals hospitalized.

Successes: CCDBH has experienced benefits from implementing this program. The community has been utilizing this program. Improvements have been made in working relationships with other agencies such as the local hospital, law enforcement, and health and human services. Communication among staff has also improved that allows crisis team members for that day to be informed of all that is going on during that particular shift. CCDBH has been able to provide a timely crisis response and ensures to have enough staff coverage by utilizing staff from other

behavioral health programs when needed. An additional success of this program is the efficiency of Xferrall, which as has been a great support in finding timely placement for individuals in need of a higher level of care.

Projected cost per person per year: \$7,082

Changes to 2025-2026 Annual Update: Funds will increase due to a surge in services provided and offered to the community. The increase in funds will also pay for the use of the Xferrall system. The name has been changed from Community Crisis Support to Community Crisis Continuum.

Data (FY 2023-2024): Data includes duplicated services

0-18: 46

19-25: 30

26-35: 69

36-50: 95

51-60: 51

61-69: 32

70+: 10

Program Name: Integrated CSS Outreach and Engagement

Safe Haven Wellness and Recovery Center

Program Description: Safe Haven is a peer supported drop-in center that serves adults and older adults who are in recovery from substance use disorders, coping with symptoms of mental illness, and/or avoiding isolation. The center provides a number of recovery and resiliency focused groups as well as skill building groups that are run by peers and Behavioral Health staff. These wellness groups are aimed to focus on the whole person. Some groups currently being provided are Coffee Social, Trauma Support, Skill Building, Stress Management, Assertive Boundaries, Cultural Exploration, Nutrition, Grief Support, Monday FUnDay, DJ Paul and Arts and Crafts. A fulltime Peer Certified Peer Support Specialist Supervisor position has been filled as of January 2025. Two full-time Peer Support Specialists provide support in linking members to other services in the community through collaboration and outreach events, which allows for increased awareness around mental health and reduces stigma and discrimination in the community. Peer Support Services are being offered at Safe Haven by staff who have obtained their Peer Certification. Members can also participate in Safe Haven's Advisory Board, to aid in the day-to-day operations of the center. This allows for growth in leadership skills and peer advocacy.

In FY 23-24, Safe Haven served 186 members and is expected to grow as resources and programming continues to develop. In the upcoming FY 25-26, CCDBH will explore the Clubhouse model for Safe Haven.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 0

16-25 years old: 10

26-59 years old: 125

60+ years old: 30

Challenges: The community's awareness of Safe Haven as a drop-in center, and the specific resources it provides, can be improved. There have been times when individuals are referred to Safe Haven for a resource, such as housing, that Safe Haven does not provide. This has left individuals confused and frustrated that they cannot get their need met by Safe Haven and are then referred elsewhere.

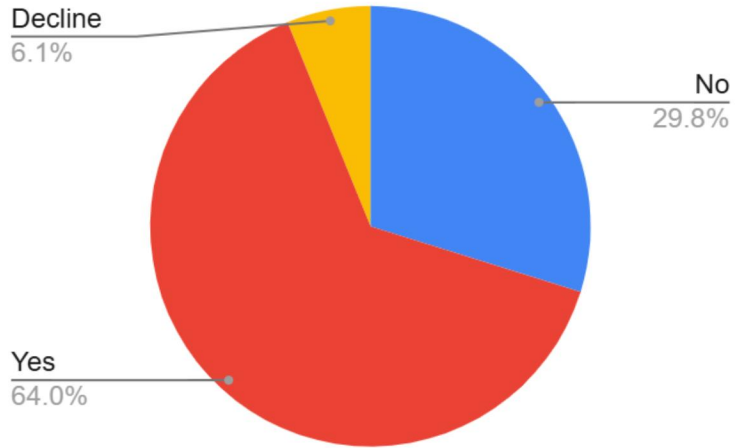
Successes: There has been an increase in daily attendance. On average there are 20 to 25 members that attend Safe Haven every day. The increase could be because we provide transportation to members via a county vehicle and have transit tickets available for members who need them. We also added a new position of a Peer Support Specialist Supervisor who is Peer Certified. This creates upward mobility for Peer Support Specialists as well as allows for growth in billing Medi-Cal services via Peer Supports Services.

Projected cost per person per year: \$5,400

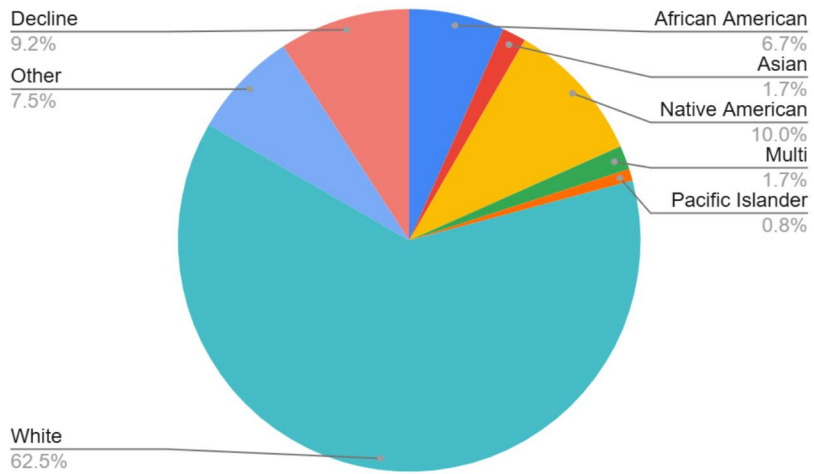
Changes to 2025-2026 Annual Update: The budget has increased for this program due to the rising cost of food and adding a supervisor position.

Data (FY 2023-2024):

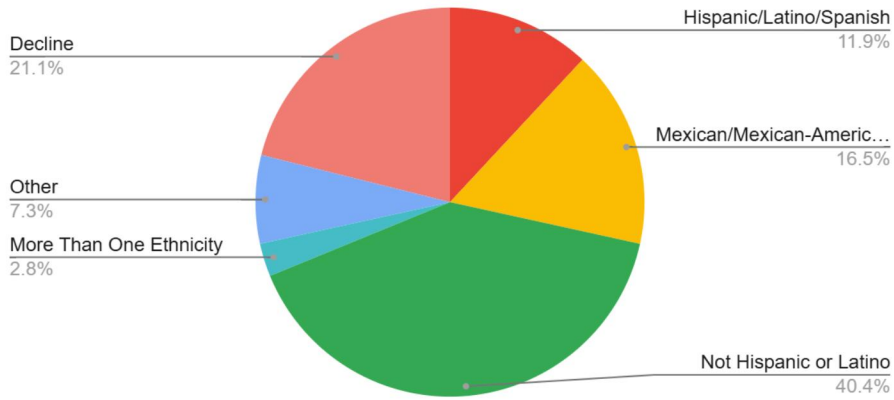
BH Client



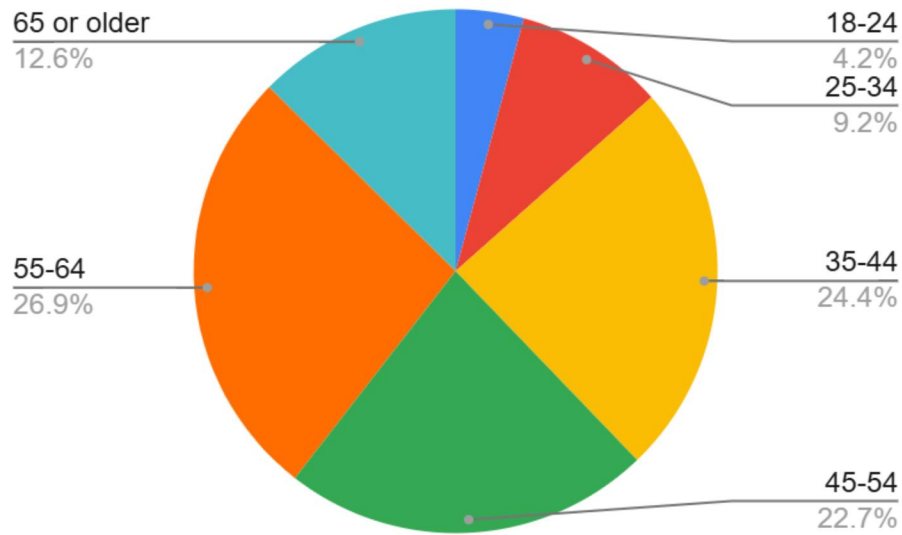
Race



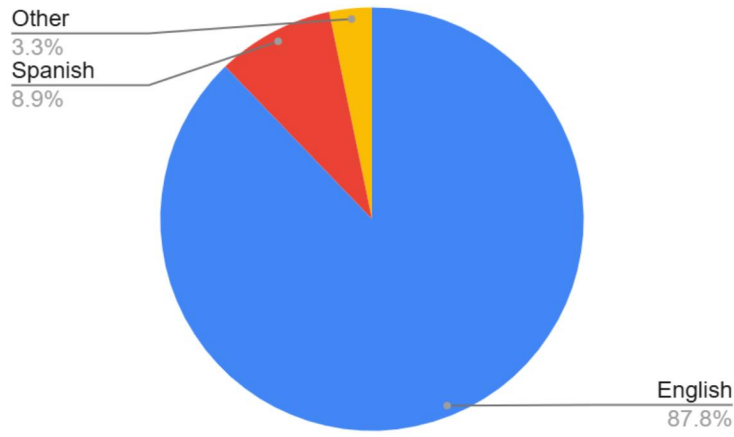
Ethnicity



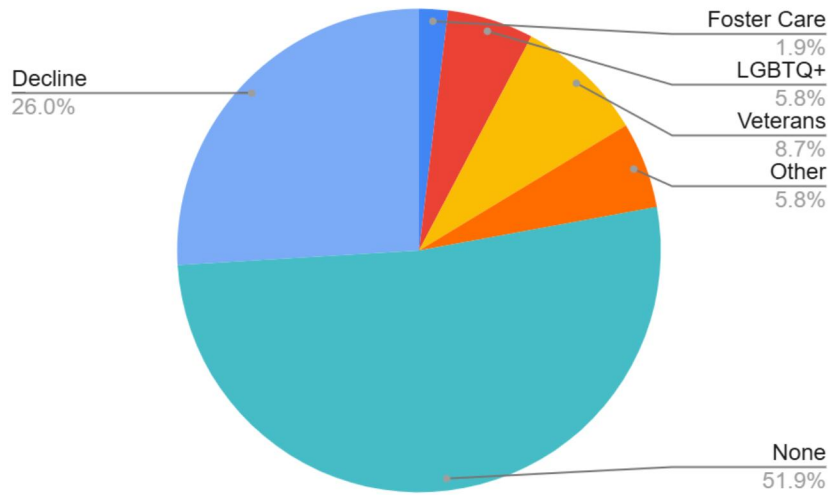
Age Range



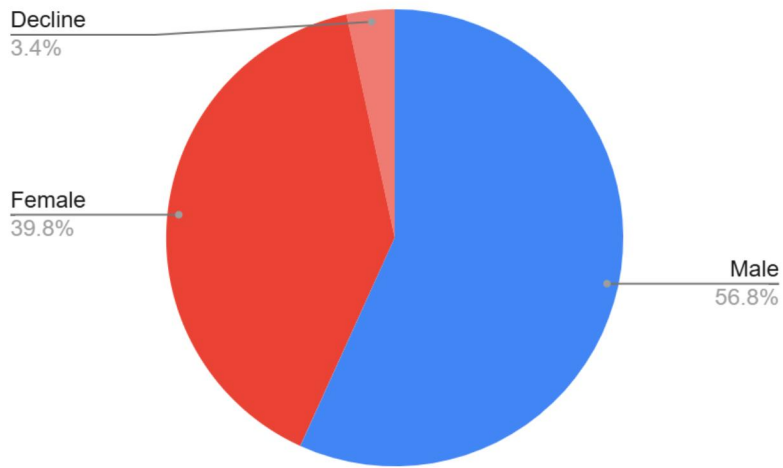
Preferred Language



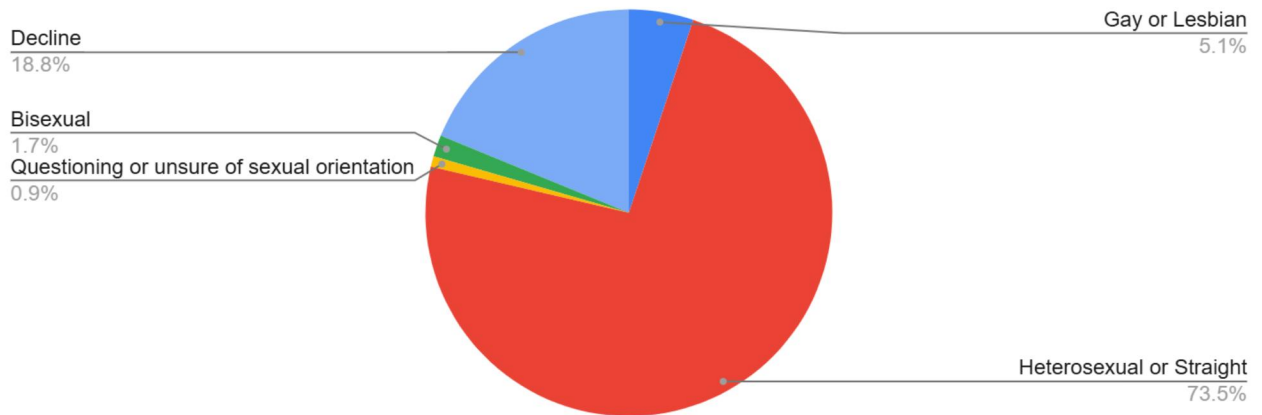
Other Cultural Group



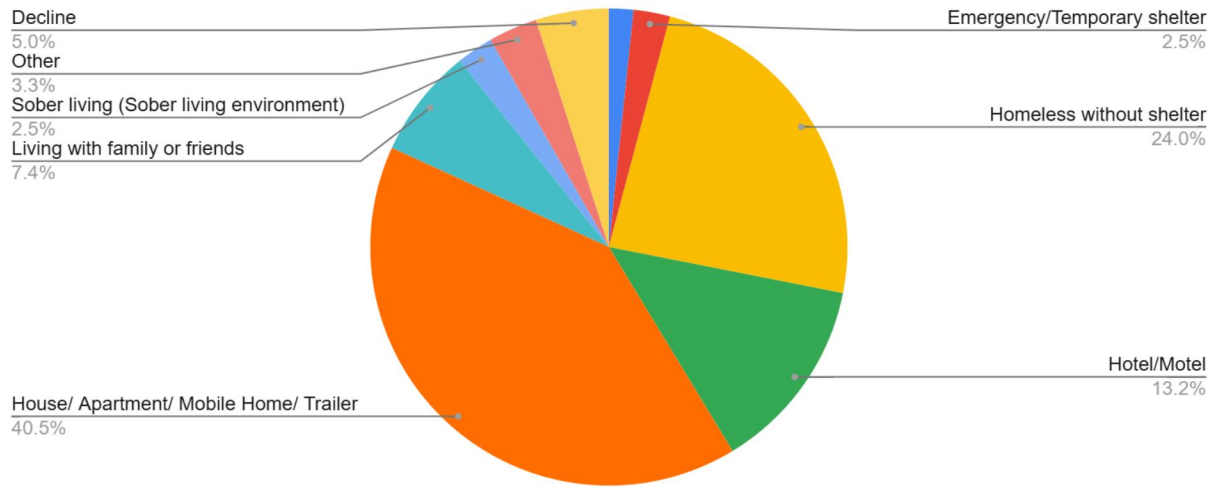
Gender



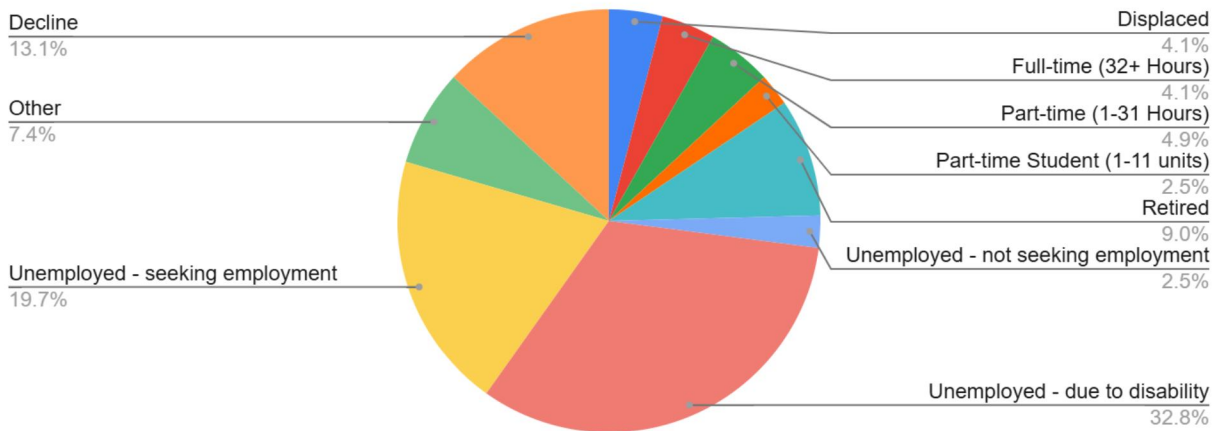
Sexual Orientation



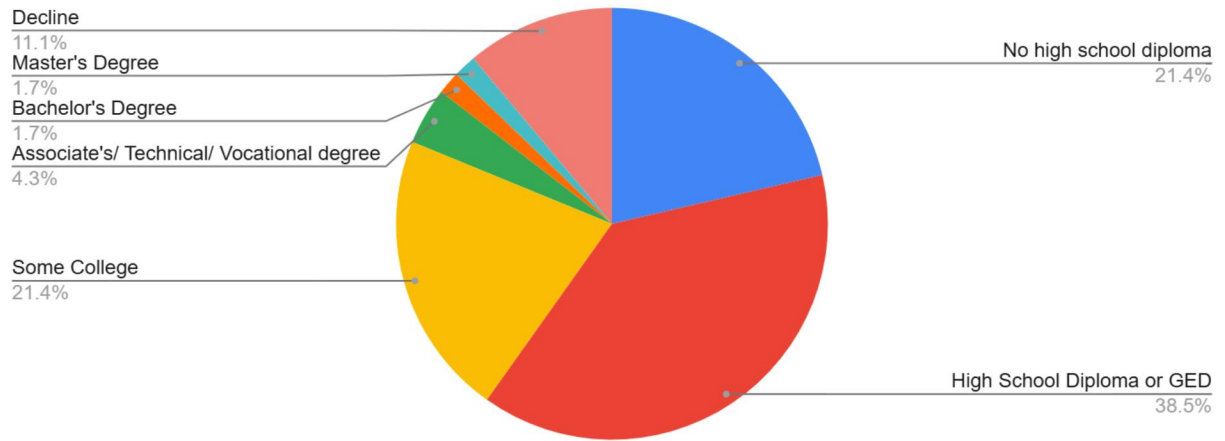
Living Arrangement



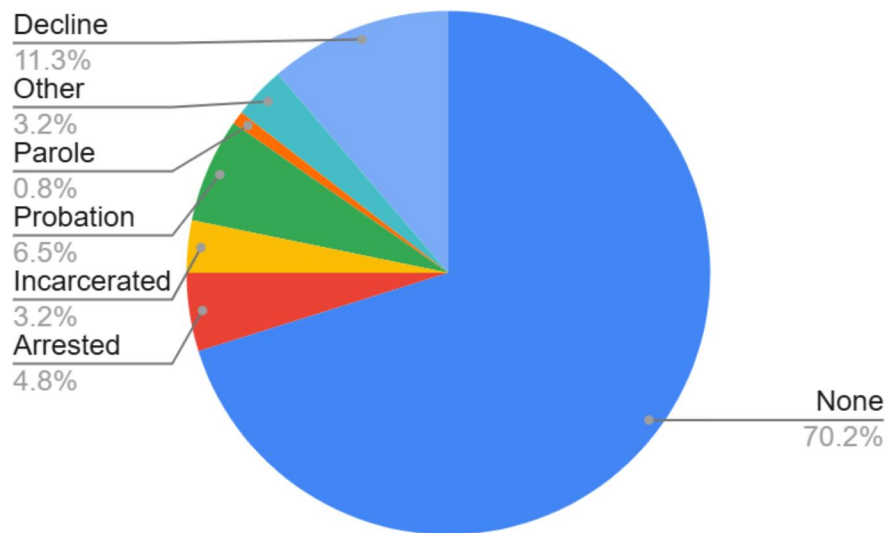
Employment



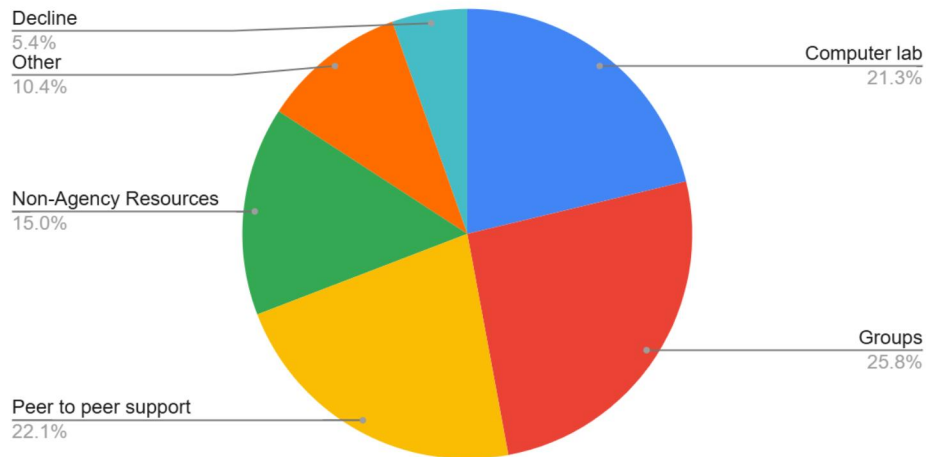
Education



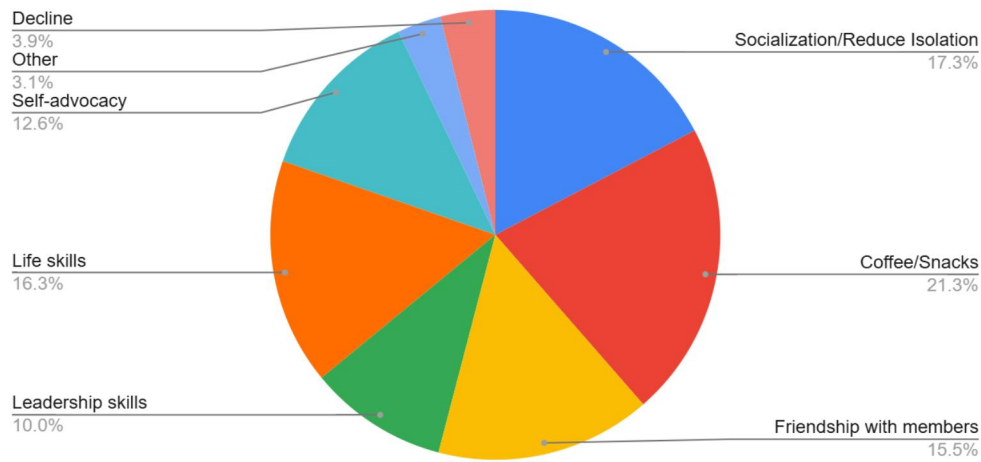
Legal Involvement



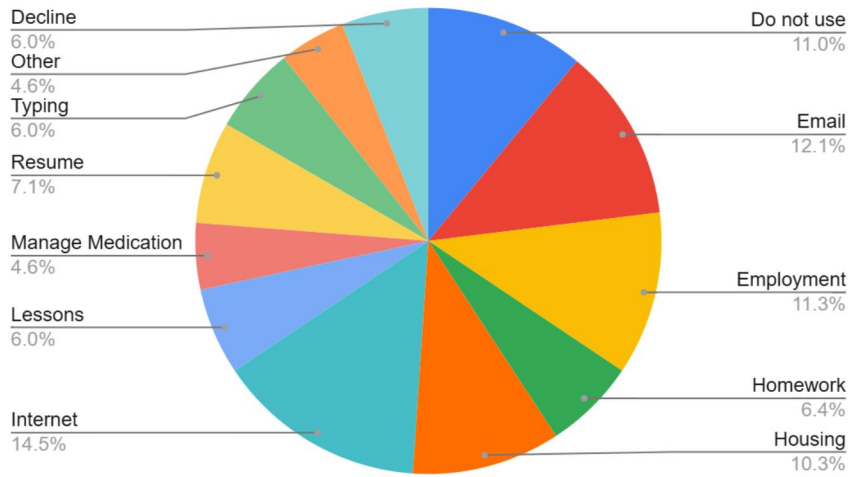
Program Services



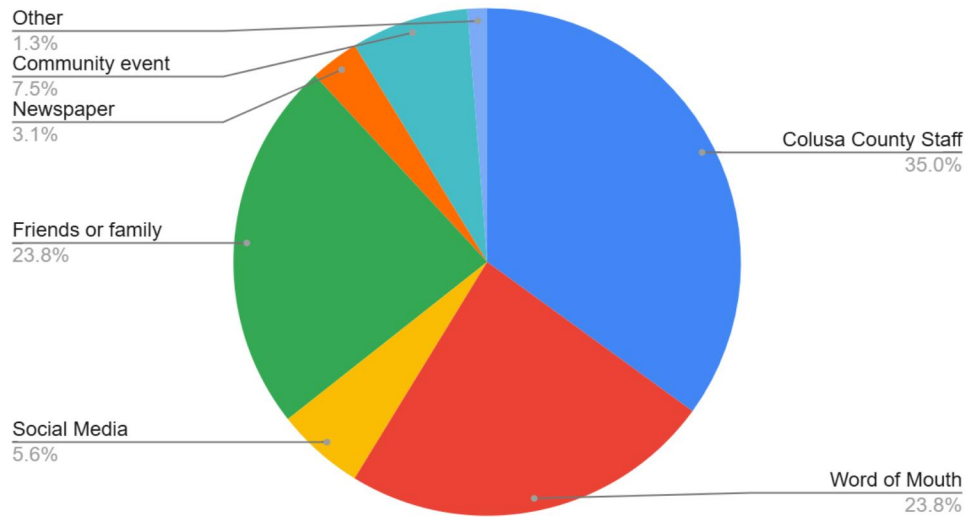
Other Supports



Reasons for Computer Use



How Did You Hear About SH?



Prevention and Early Intervention (PEI) Evaluation Report

PREVENTION AND EARLY INTERVENTION (PEI) Programs

Program Name: Early Intervention Program

2nd Step

Program Description: This program works in collaboration with the Colusa County Office of Education (CCOE) to provide enhanced 2nd Step services to participating county schools and preschools. 2nd Step works with students in preschool to sixth grade, focusing on socially appropriate behaviors between the teacher and the student, peer-to-peer, and classroom behaviors. Students are taught in a classroom setting through a variety of activities involving music, dancing, and storytelling. Through this program, students are able to develop appropriate coping and social skills. As they progress through primary and elementary school, students will continue to build on their skills and knowledge from previous year's involvement in the program. This will decrease and/or prevent students' need for Specialty Mental Health Services.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 1,228

16-25 years old: 0

26-59 years old: 0

60+ years old: 0

Challenges: While it is a positive there has been an increase of other social emotional learning initiatives, it can be distracting for CCOE and individual school districts as they look to allocate time and staff to participate in programs and grants. There has been a change in informal Social Emotional Learning (SEL) assessments. The Hankins Assessment is still in progress but had a revision in 2024-2025, which has created challenges in comparing past and current data. Finally,

creating a trainer-to-trainer model for preschool delivery is still in progress. CCOE believes it will have enough funds to purchase new 2nd Step kits for the preschools. The hope is that this will increase participation in 2nd Step.

Successes: Three out of four school districts participated in the program in fiscal year 2023-2024. In this time approximately 1,268 unduplicated students were served. 2nd Step is on track to serve over 1,228 unduplicated students in the 2024-2025 fiscal year. The Hand in Hand preschool program site, run by the Colusa Indian Community Council, which is ran by Cachil Dehe Band of Wintun Indians, has continued participating in 2nd Step. This is one of the most successful outreach attempts by CCOE to provide resources to our local Tribes. 2nd Step also served Colusa Unified School District during the February break.

2nd Step was invited to the Expanded Learning Program in Colusa during Presidents week. The activities we provided was a Calming Down activity and Emotions and read a book about ‘Big Feelings’ for TK and kindergarteners. First grade was Emotions and How are You Feeling Today? activity. Second grade was reviewing Learning Skills, Calm Down Steps and Smell the Flower activity. Third grade reviewed Learning Skills, Calm Down Steps and Creative Feeling Face Emotions. The students were engaged with the activities and enjoyed 2nd Step being there. Lastly, the new Social Emotional Learning (SEL) informal data tool, Hankins Assessment (HA) saved the program approximately two weeks of work. One in the beginning of the year and one at the end of the year which allowed two extra weeks for direct services to students.

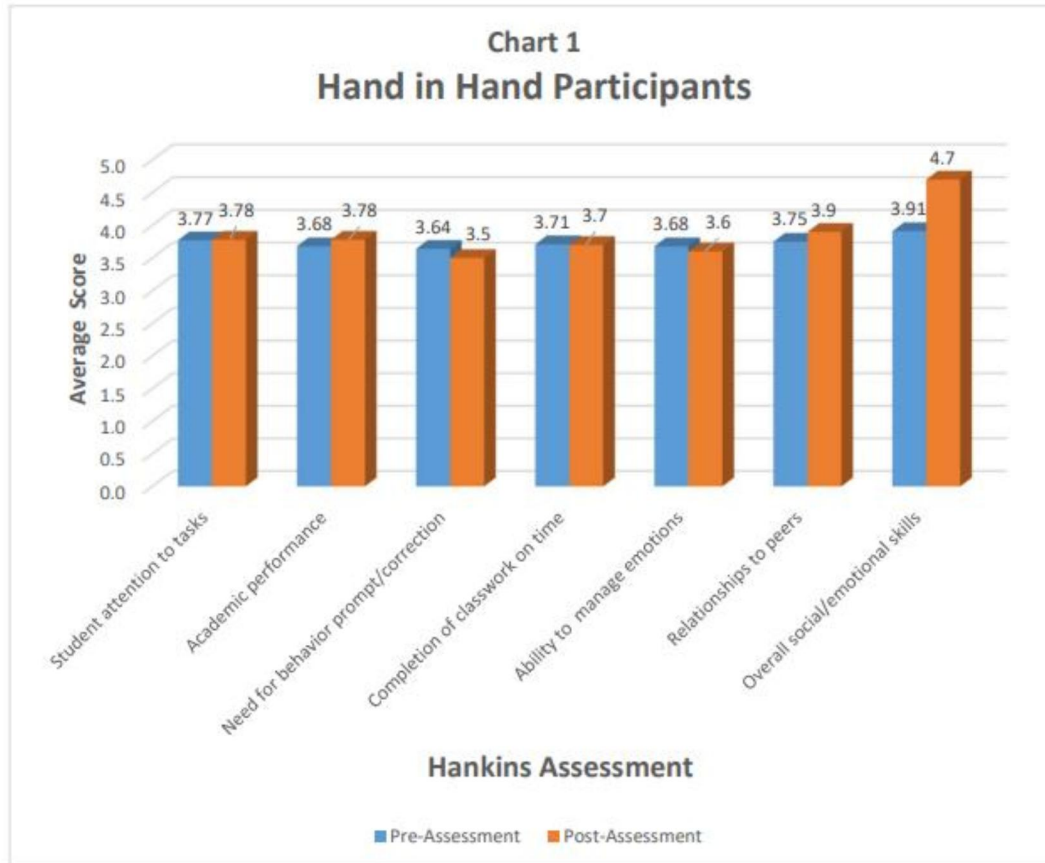
Projected cost per person per year: \$169

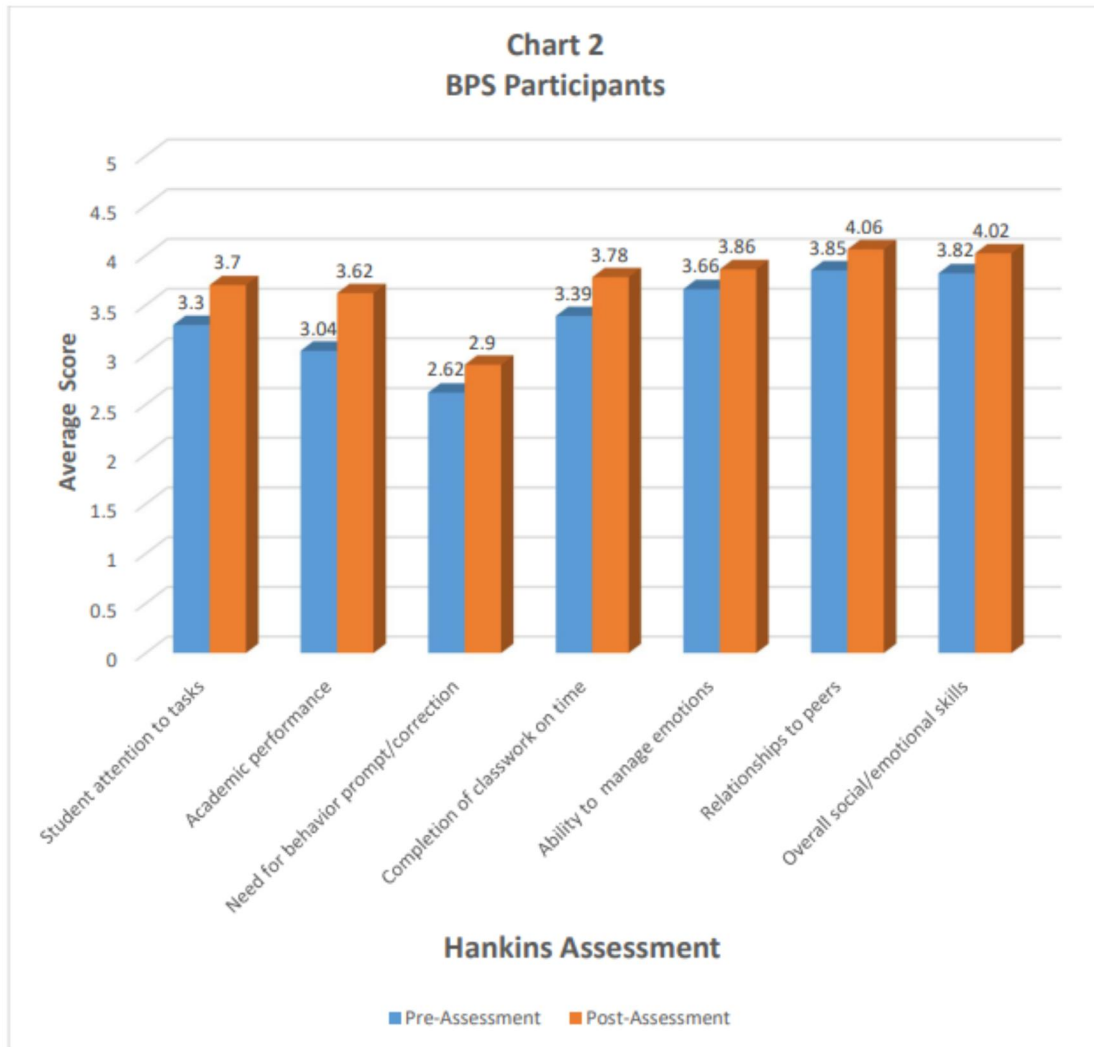
Changes to 2025-2026 Annual Update: There are no funding changes to 2nd Step.

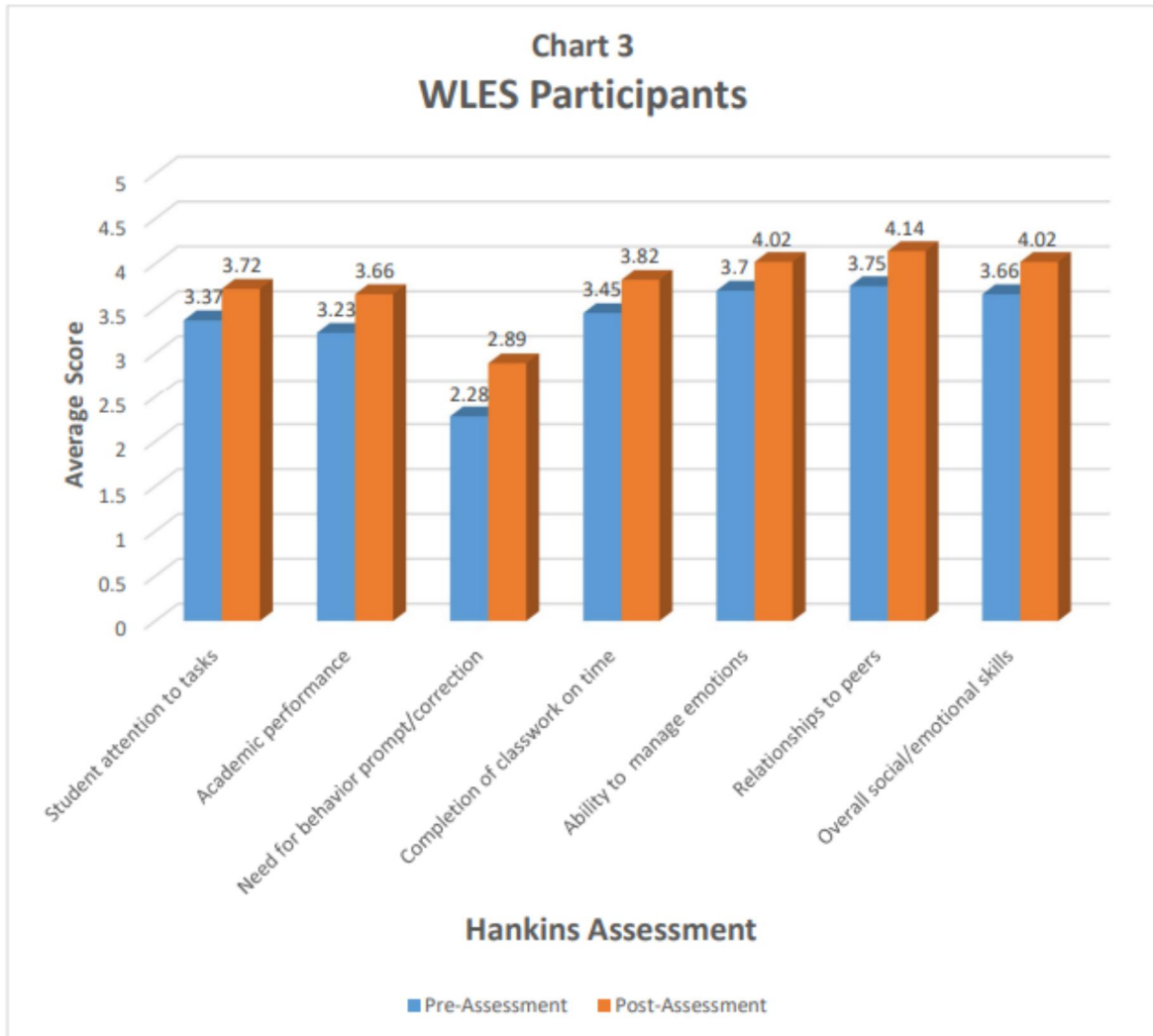
Data (FY 2023-2024):

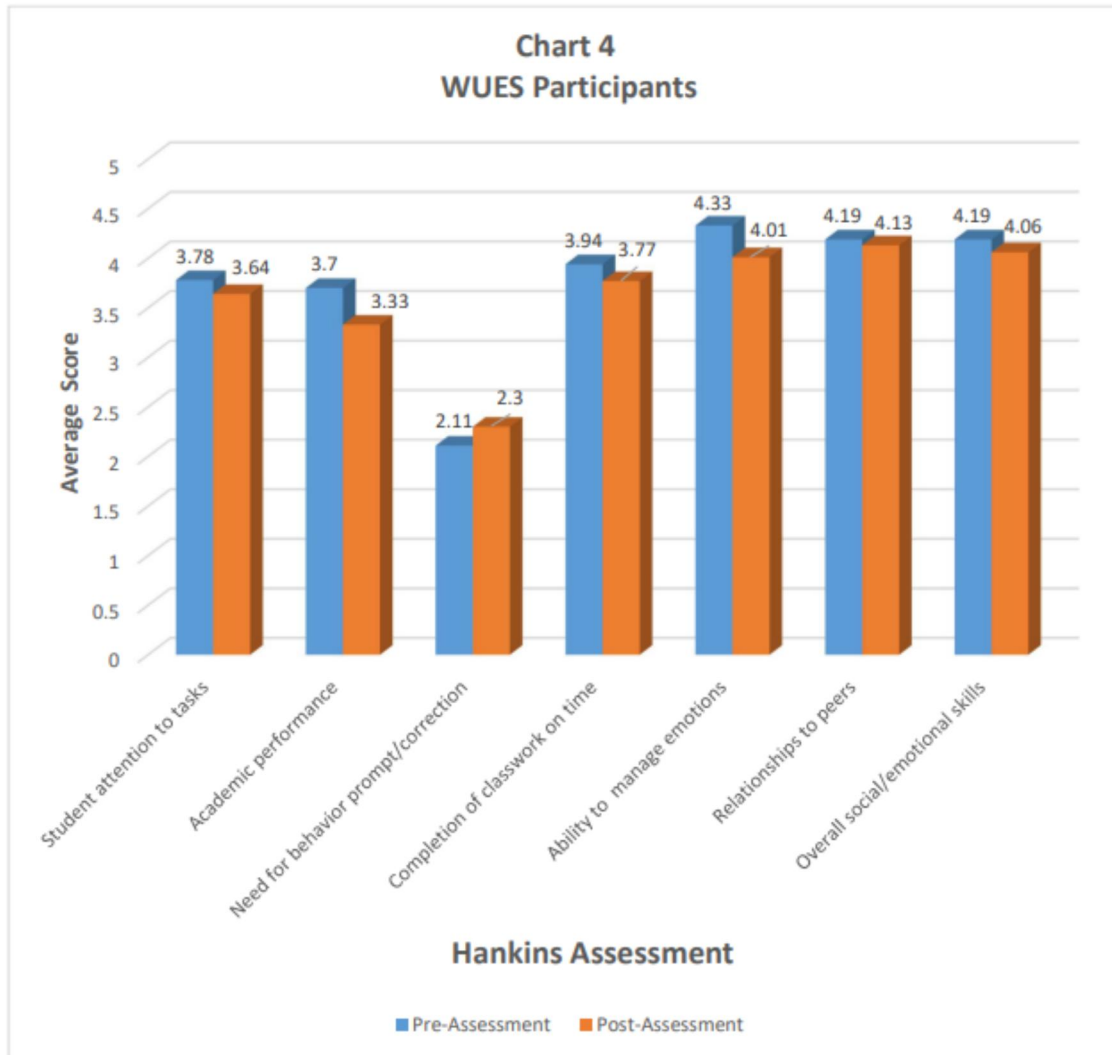
Pre-Participation Ratings of School Adjustment

The following charts show the total average HA scores before and after services for all 2023-2024 participants by school site and/or district. A Likert scale was used to measure skills with 0 being the lowest and 5 being the highest.









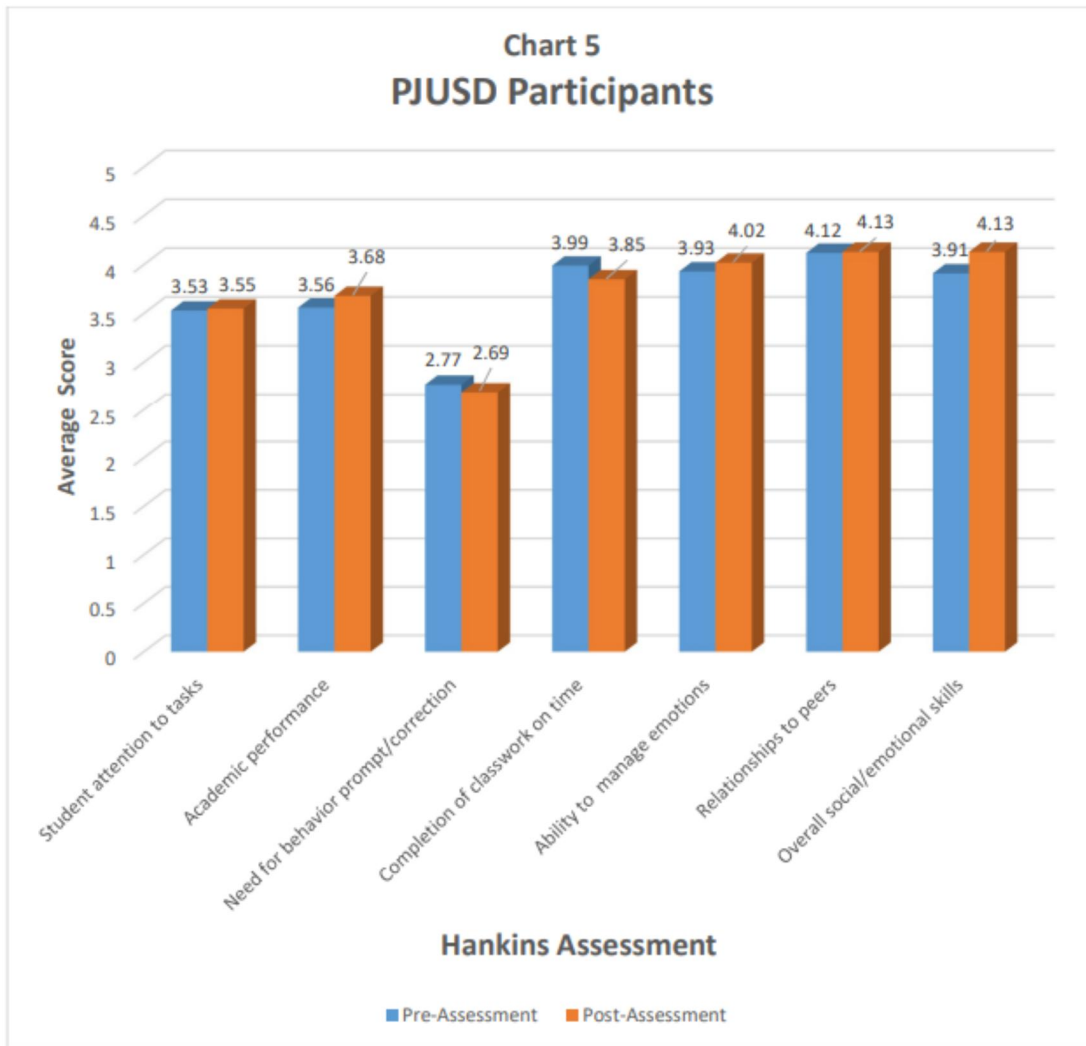


Chart 6
Local Participation by Grade Level

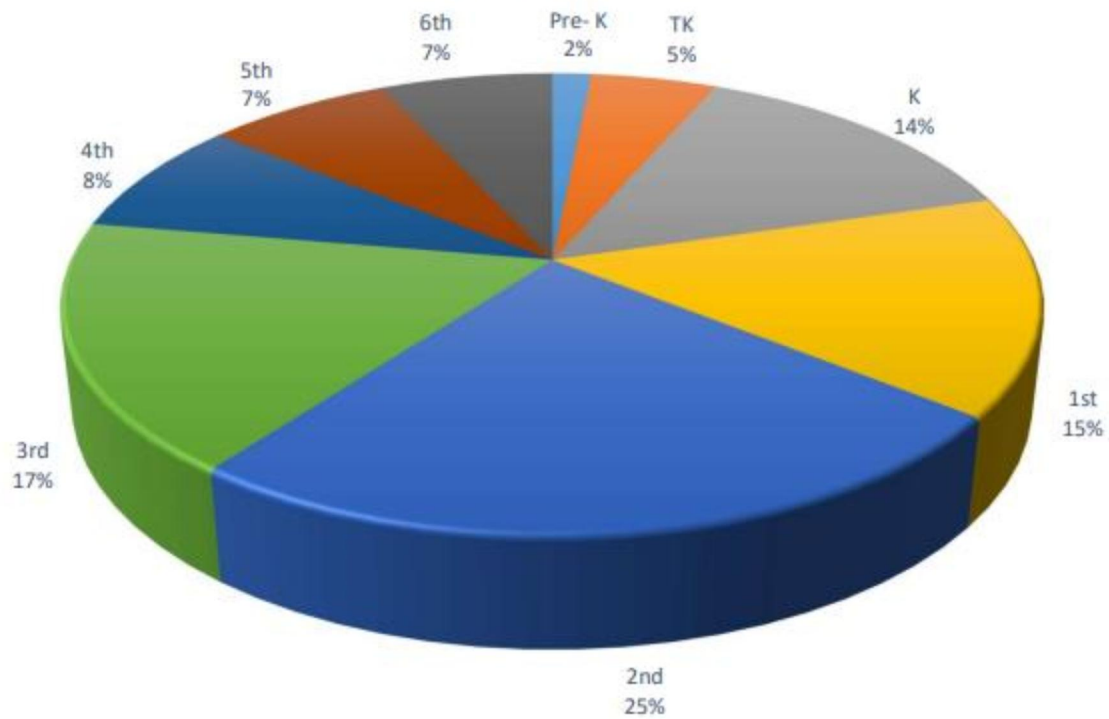


Chart 7
Local Participation By Gender



Chart 8
Local Participation by Race

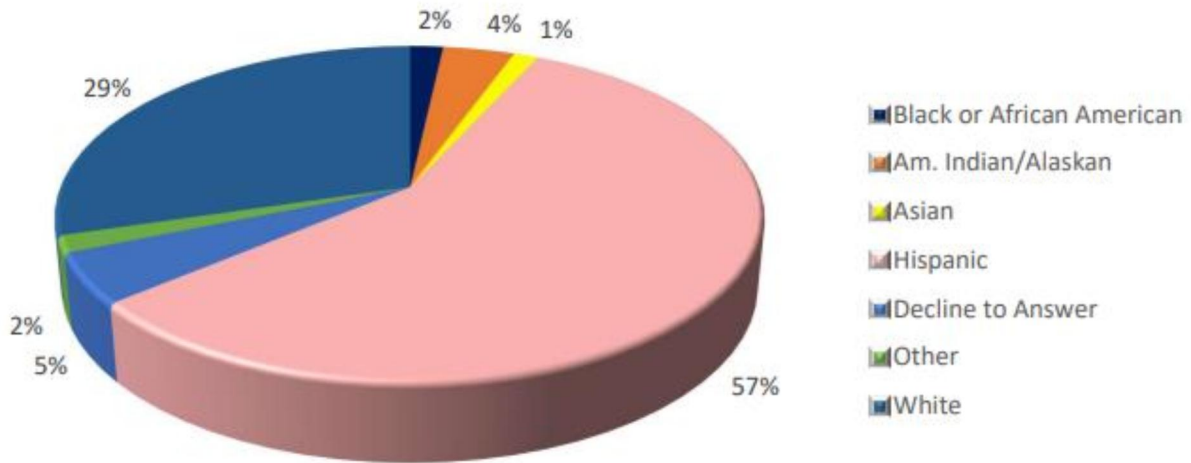
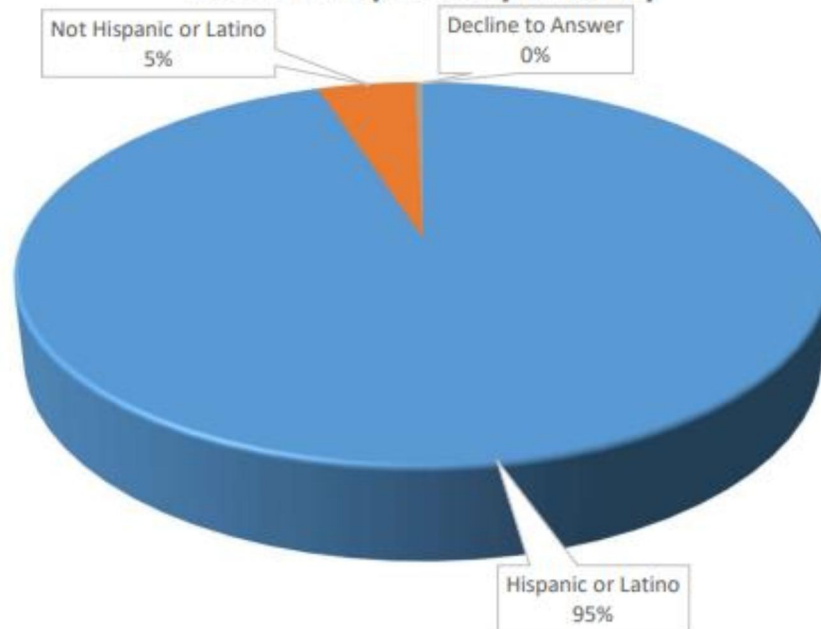
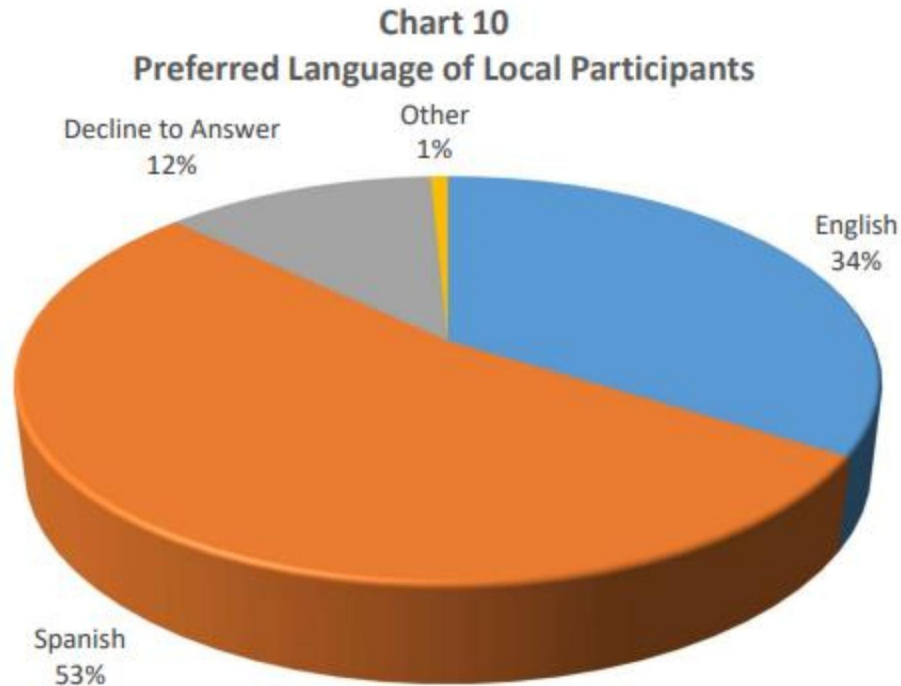


Chart 9
Local Participation by Ethnicity





Program Name: Prevention Program

Life and Leadership- A Circle of Solid Choices

Program Description: This program introduces new practices that engage Native American youth in an open and dedicated system of resiliency development by utilizing culturally adapted approaches to combat suicide and risky behaviors among Native Youth. The program includes a comprehensive approach to resiliency development combined with increasing competency designed to encourage mental wellness, combined with "safety net" circles that timely identify needs for early intervention and or treatment. The program is offered to all youth living in a Native American household/home on the Cachil Dehe Reservation/Rancheria in Colusa County.

The youth experience the program by going through three components with the support of a case manager. The first component is the Talking Circle, which is a place for youth who need a private, supportive environment to discuss topics such as abuse, bullying, trauma, and healing with a Tribal counselor. The second component is the youth enrichment program which builds Native youth's life skills such as goal setting, effective communication and money management, to name a few. Cultural education will also be included such as language revitalization and cultural songs. Lastly, the Solid Choices component will have Native youth choose from four internship options. The four options are work experience, college bridges, Tribal traditions, or school success. This allows the Native youth to actively make positive choices for their future.

Overall, the program intends to provide a safety net for those who need a helping hand, complimented by clinicians and professionals as needed; provide a tribally sensitive arena for positive skill competency development; and, provide an individualized option for directed life experience. Together, these three components have the emphasized intent to steer participants away from social isolation, build foundations for seamless back-and-forth transition between Native and non-Native environments, and provide the opportunity for self-direction through individual choice-based activities.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 15

16-25 years old: 8

26-59 years old: 0

60+ years old: 0

Challenges: A temporary leadership gap occurred within Community Services, which affected this program.

Successes: Currently, the program is now operating at full capacity and has increased their number of participants due to the renewed enthusiasm for the program. One-on-one interactions have played a pivotal role in reconnecting with participants, which has created a sense of community, and support in the group.

Projected cost per person per year: \$5,182

Changes to 2025-2026 Annual Update: There are no fiscal changes for Life and Leadership – A Circle of Solid Choices.

Data (FY 2023-2024):

Total Youth Served: 35

Gender

Female: 17

Male: 18

Gender Identity

Declined to Answer

Age Group

0-15: 22

16-25: 13

Ethnicity

Declined to Answer

Race

American Indian: 35

Sexual Orientation

Declined to Answer

Veteran Status

Not Applicable

Disability

Difficulty Seeing: 6
 Learning Disability: 6
 Physical Mobility: 0

Primary Threshold Language
 English: 35

Program Name: Stigma and Discrimination Reduction Program

Cultural Competency Committee (CCC)

Program Descriptions: The Cultural Competency Committee (CCC) is made up of Colusa County residents and agency staff from departments such as Behavioral Health, Health and Human Services, Colusa County Office of Education, Probation, and individual school districts. These individuals meet monthly to address cultural humility efforts. This committee is dedicated to ensure services provided are delivered in a culturally appropriate manner to all consumers. The CCC guarantees this by discussing cultural humility training opportunities it could provide to CCDBH staff and other agencies as well as coming up with creative ways to instill cultural humility practices. The CCC plans to measure the knowledge and attitude changes before and after these trainings are provided to analyze the effectiveness of the training to reduce stigma and discrimination. The CCC also serves to carryout items to be addressed in the Cultural Competency Plan (CCP). The identified Ethnic Services Manager (ESM) who is also the MHSA Coordinator leads the CCC.

The CCC will initiate a request for the County Board of Supervisors to proclaim that May is Mental Health Awareness Month each year. This proclamation is presented within a public board meeting and is shared with the community via marketing outlets. It is difficult for CCDBH to measure the amount of citizens the proclamation has reached, and the impacts of

reducing stigma. However, the proclamation includes statistics on mental health and information to help normalize seeking treatment. The CCC members actively participate in cultural humility trainings as an effort to reduce their own stigma around mental health and other stigmatized communities and cultures. This is measured by pre and post-tests to gauge level of change. CCDBH will continue to develop activities to reduce stigma and will utilize tools recommended by DHCS for measuring the reduction of stigma, as they are developed.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 2

16-25 years old: 4

26-59 years old: 40

60+ years old: 5

Challenges: CCDBH continues to struggle with finding active participants for CCC. Outreach to the community can be improved to help increase participation and attendance of community members and to improve awareness of the committee and its goals.

Successes: The collaboration that occurs at these meetings provides more cultural awareness for members and elicits learning to occur. Training topics are discussed and the committee decides which topics will be presented on to allow for additional learning based upon on community needs. Staff and other agency participation has increased which provides a variety of perspectives. Lastly, the Dia de los Muertos/Day of the Dead cultural event was a success.

Projected cost per person per year: \$1,115

Changes to 2025-2026 Annual Update: Additional funds will be dedicated to this program for staff training and meetings. This will also include related training materials.

Data (FY 2023-2024): 12 meetings in total were held with an average of 12 individuals attending the meetings. Staff participation from the following agencies are represented: Behavioral Health, Child Protective Services, Probation, Office of Education, Safe Haven, and Behavioral Health Advisory Board.

Program Name: Access and Linkage to Treatment Program

Bright Vista Youth Center

Program Description: The Bright Vista Youth Center is a MHSA program, funded by Prevention and Early Intervention, which is dedicated to offering Colusa County's youth aged 12 to 17 years old a safe, welcoming, and healthy environment. Bright Vista Youth Center is scheduled to be open after-school hours from Monday through Friday, and when staffing is available, a half-day on Saturday. The program is open during summer and during school's winter and spring breaks. This program has collaborative input from Behavioral Health, Health and Human Services, Juvenile Probation, and the Office of Education. The Bright Vista Youth Center offers age-appropriate workshops that focus on core elements of overall health and wellbeing such as social skills, life skills, creative expression, cultural humility, academic achievement, community service, and recreational activities. Staff from the County Departments listed above can provide these workshops. Bright Vista Youth Center is staffed by two permanent Part-Time Peer Support Specialists. A Peer Support Specialist Supervisor was hired in January 2025 to manage the team's tasks and ensure the offering of groups and activities. The program is overseen by the MHSA Coordinator and MHSA Clinical Program Manager. Bright Vista gathers participant data to evaluate the efficacy of the youth center and provides

recommendations of areas to improve on an annual basis. This Access and Linkage Treatment Program will provide needed referrals to behavioral health services, and primary care providers when appropriate. Bright Vista will maintain a resource list of behavioral health services and medical providers in the area. This resource list is readily available onsite. When needed, Bright Vista's Peer Support Specialists will assist youth and their families in a warm hand-off to Colusa County Behavioral Health for a mental health intake appointment. The Peer Support Specialists can participate in the youth's/families intake appointment to advocate for treatment needs and provide their input and perspective of behavioral concerns that they have observed. The Peer Support Specialist will encourage engagement in treatment, and will support youth in practicing their learned skills while at Bright Vista Youth Center. Peer Support Specialists who are also Peer Certified can provide a billable Medi-Cal service to those members that are also client of Behavioral Health.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 25

16-25 years old: 10

26-59 years old: 0

60+ years old: 0

Challenges: The building that houses this program is an older infrastructure that has seen many maintenance issues. This has caused the program to close during the times maintenance was needed, which in turn decreased student motivation to attend once reopened. Bright Vista has encountered staffing issues and has not received an applicant pool that meets requirement to fill our vacant positions.

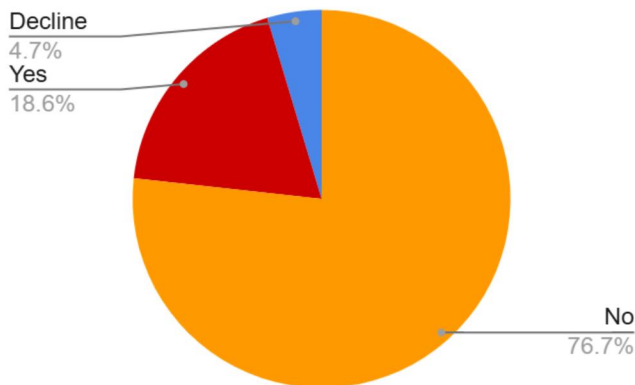
Successes: CCDBH was able to hire a Peer Support Specialist Supervisor in January 2025 who is Peer Certified.

Projected cost per person per year: \$20,824

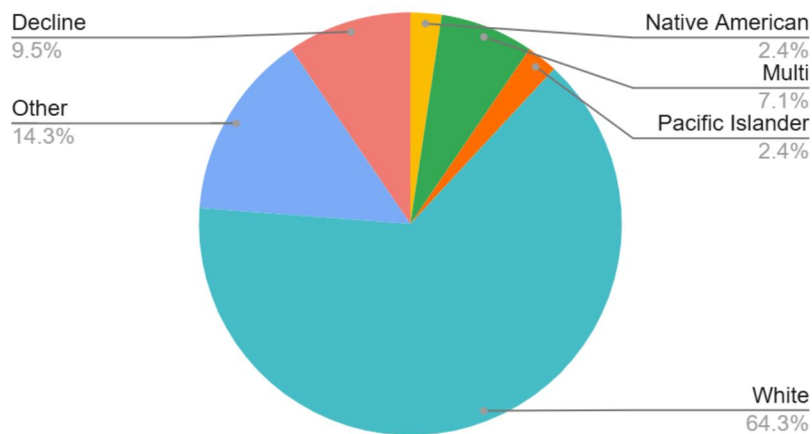
Changes to 2025-2026 Annual Update: Bright Vista will not see any fiscal changes.

Data (FY 2023-2024):

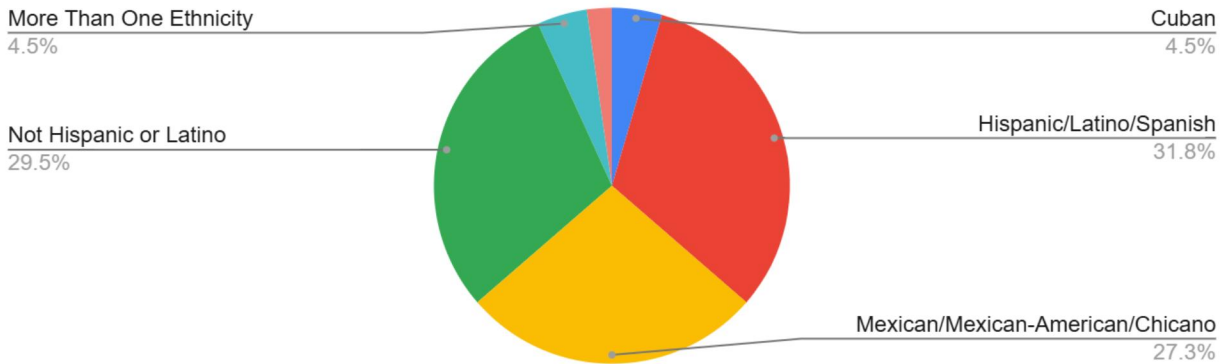
BH Client



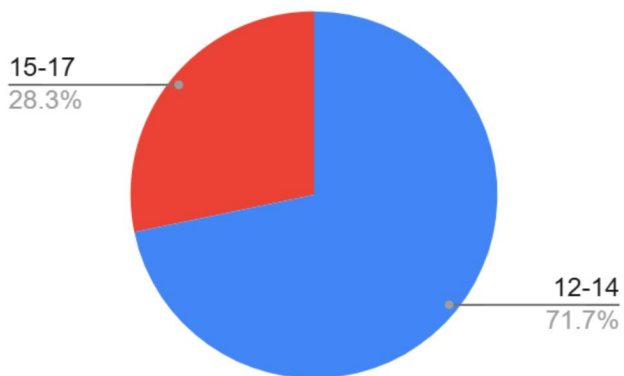
Race



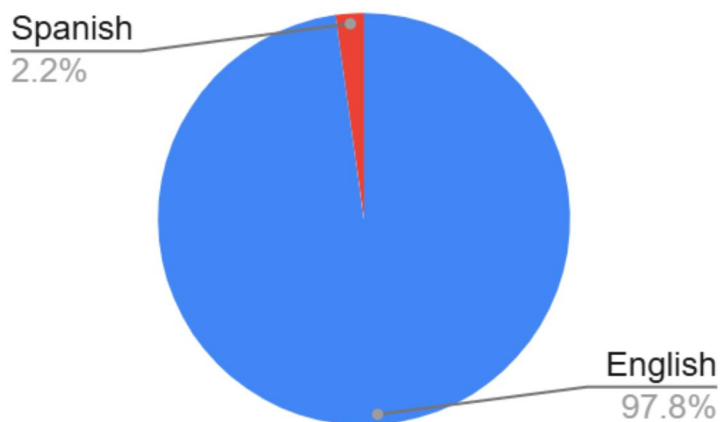
Ethnicity



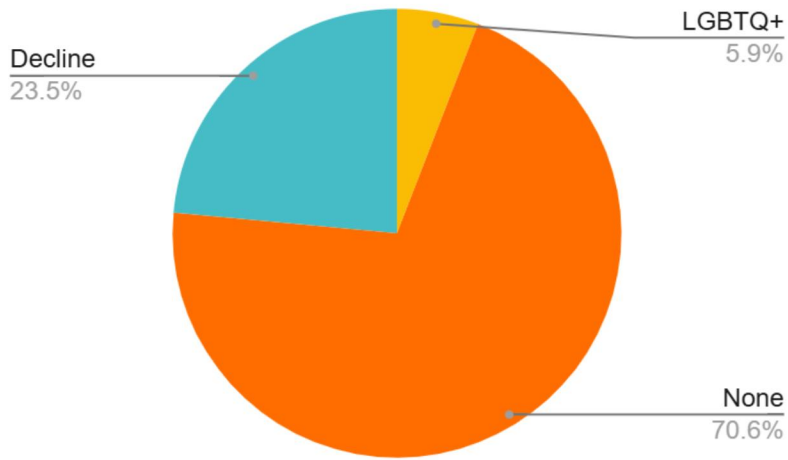
Age Range



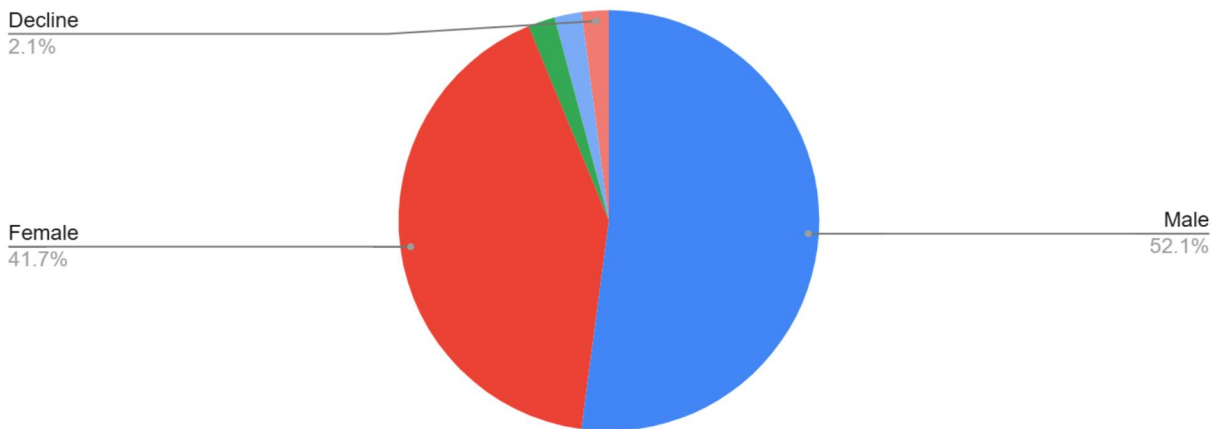
Preferred Language



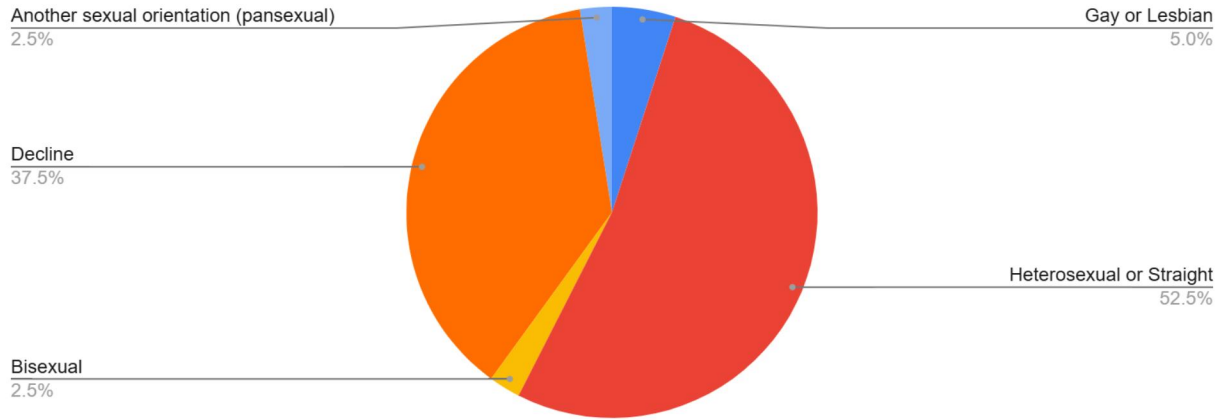
Other Cultural Group



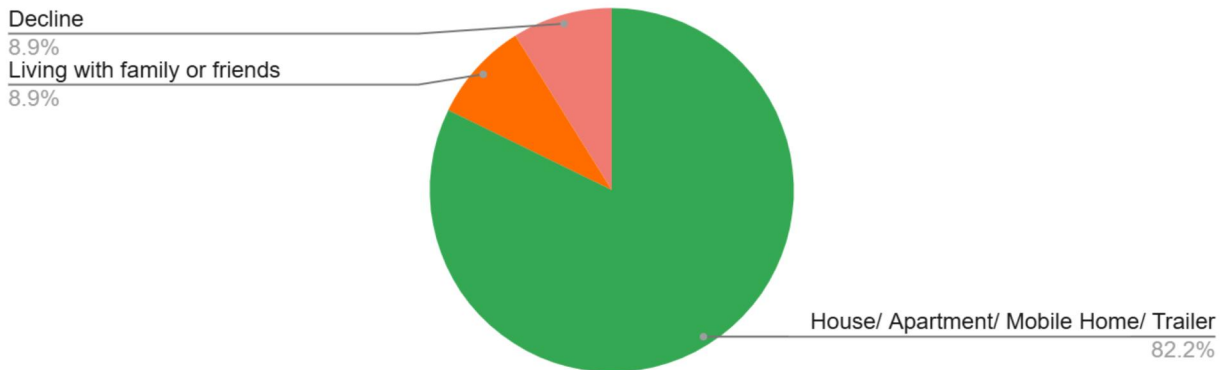
Gender



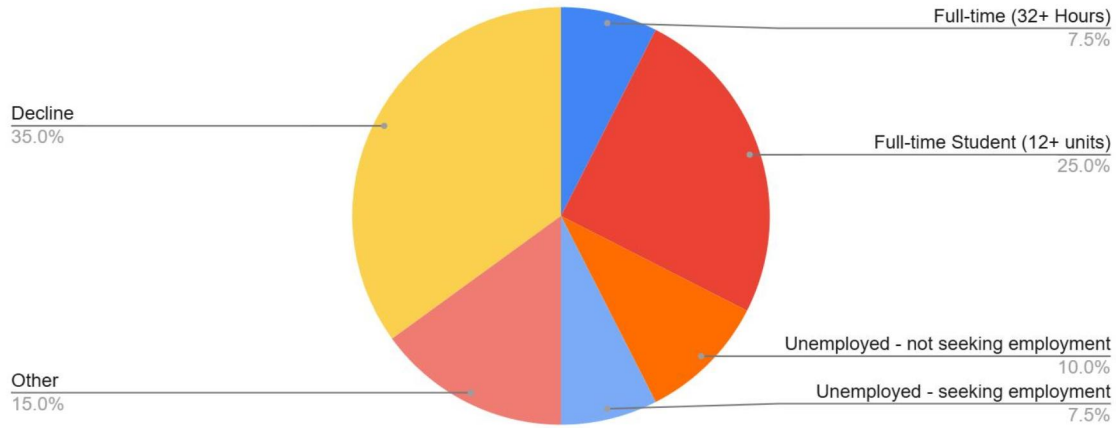
Sexual Orientation



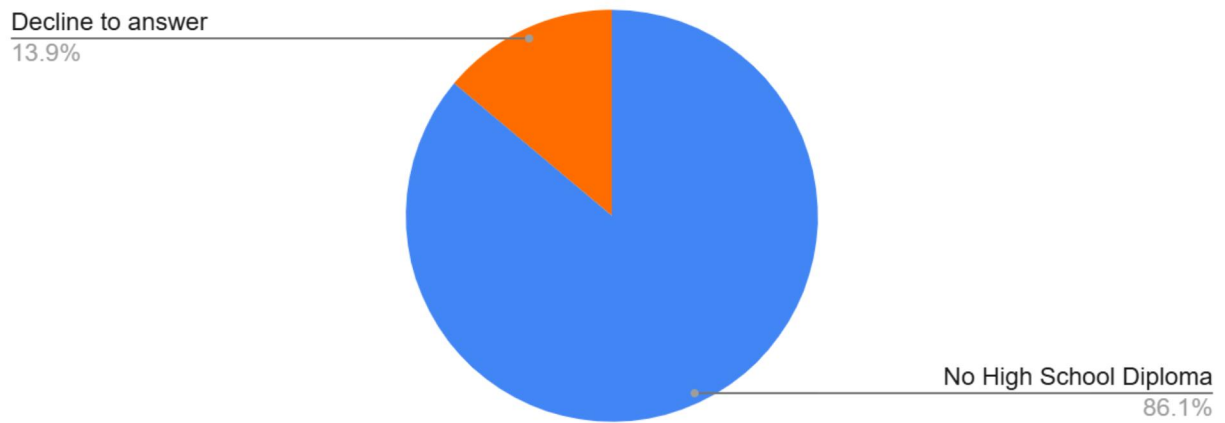
Living Arrangements



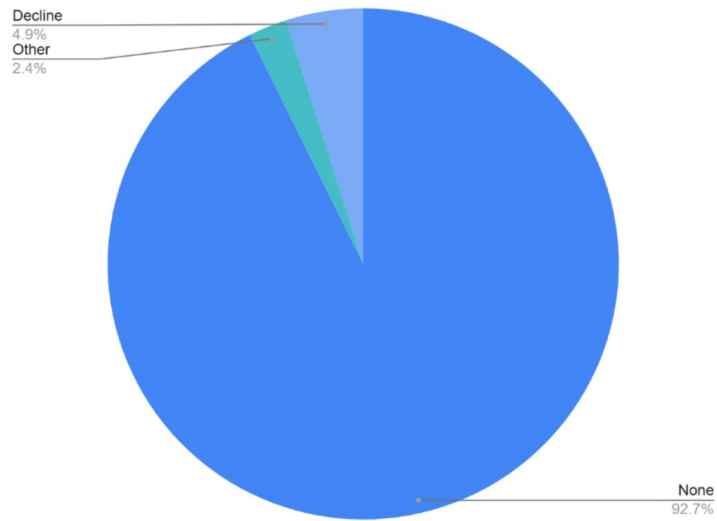
Employment



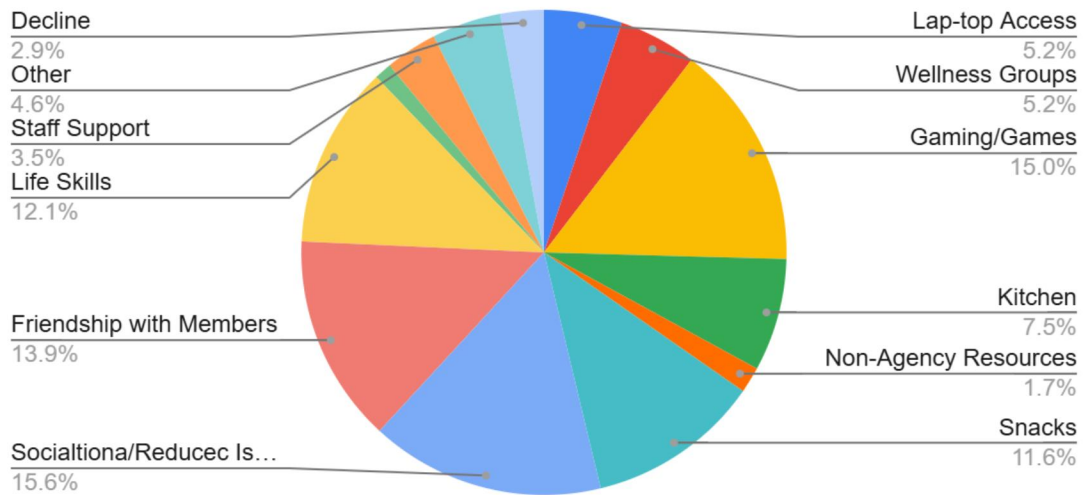
Education



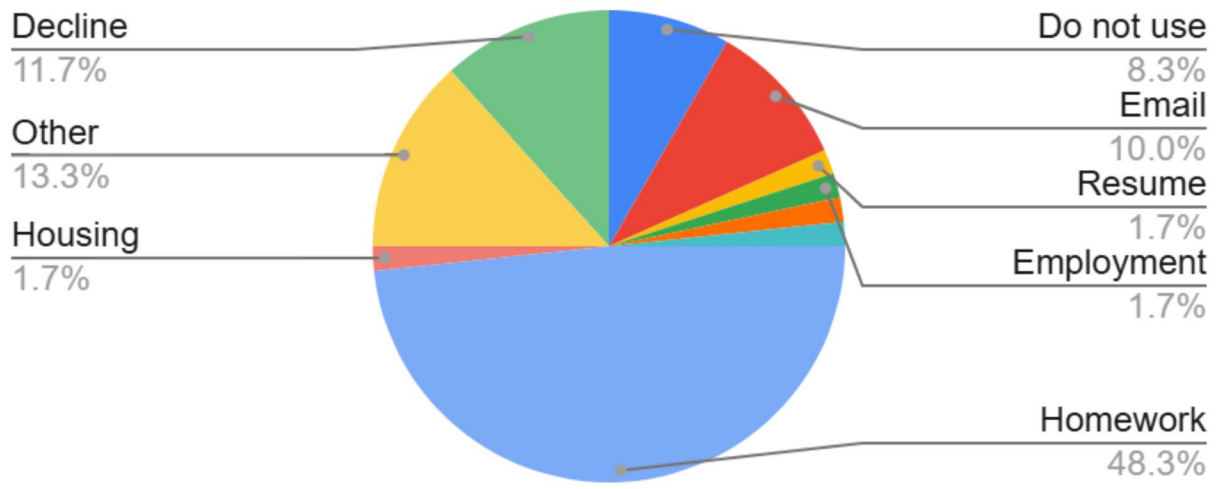
Legal Involvement



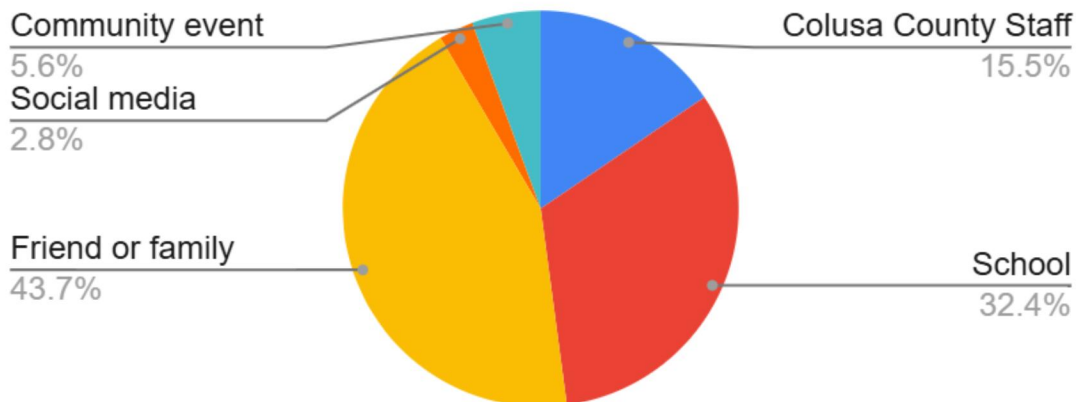
Reasons for Visiting BV



Reasons for Laptop/Computer Use



How Did You Hear About BV?



Program Name: Stigma and Discrimination Reduction Program

Authentic Self: Acceptance & Advocacy

Program Description: LGBTQ+ youth are at elevated risk for poor mental health and suicide compared with straight/cisgender peers. They are more than four times as likely to attempt suicide as their peers (Johns et al., 2019; Johns et al., 2020). Because this risk is related to the harmful ways LGBTQ+ youth are treated, rather than something about being LGBTQ+ in itself, increased acceptance and affirmation can reduce risk (Meyer, 2016). Thus, Colusa County Behavioral Health will offer a Prevention and Early Intervention program that provides an affirming space for LGBTQ+ youth to partake in self-esteem building activities that will be led by a clinical staff member. Research has shown that having at least one accepting adult can reduce the risk of a suicide attempt among LGBTQ+ young people by 40 percent (The Trevor Project, 2019). This clinical staff member will receive cultural humility training on LGBTQ+ topics to effectively facilitate group discussion, activities, and events to help reduce stigma and discrimination within our community.

It is our hope that Authentic Self: Acceptance & Advocacy will be welcomed on high school campuses in our school districts as we know that the presence of Gender and Sexualities Alliances (GSAs) has been found to significantly reduce the risk for depression and increase well-being among LGBTQ+ youth (Toomey et al., 2011). LGBTQ+ youth who report the presence of trusted adults in their school have higher levels of self-esteem (Dessel et al., 2017) and access to supportive peers is protective against anxiety and depression, including among those who lack support from their family (Parra et al., 2018). By providing our LGBTQ+ youth with a trusted adult, an affirming space, and supportive peers in a group setting, we are promoting mental wellness and reducing the risk of suicide.

Through this program, CCDBH also offers Community Education training to help reduce the stigma and discrimination against the LGBTQ+ population, specifically with an emphasis on youth. The Community Education training can include LGBTQ+ topics such as legal name and gender marker change, gender affirming care, transgender laws and rights, and LGBTQ+ student rights. Measuring this program's stigma reducing efforts is captured by the count of training attendees and their willingness to take resources and share those resources with others.

References:

- Johns, M. M., Lowry, R., Andrzejewski, J., Barrios, L. C., Zewditu, D., McManus, T., et al. (2019). Transgender identity and experiences of violence victimization, substance use, suicide risk, and sexual risk behaviors among high school student–19 states and large urban school districts, 2017. *Morbidity and Mortality Weekly Report*, 68(3), 65-71.
- Johns, M. M., Lowry, R., Haderxhanaj, L. T., et al. (2020). Trends in violence victimization and suicide risk by sexual identity among high school students — Youth Risk Behavior Survey, United States, 2015–2019. *Morbidity and Mortality Weekly Report*, 69,(Suppl -1):19–27.
- Meyer, I. H. (2016). Does an improved social environment for sexual and gender minorities have implications for a new minority stress research agenda? *Psychology of Sexualities Review*, 7(1), 81-90.
- The Trevor Project. (2019). National Survey on LGBTQ Mental Health. New York, New York: The Trevor Project. https://www.thetrevorproject.org/wp-content/uploads/2023/02/Trevor-Project-Accepting-Adult-Research-Brief_June-2019.pdf
- Toomey, R. B., Ryan, C., Diaz, R. M., & Russell, S. T. (2011). High school gay–straight alliances (GSAs) and young adult well-being: An examination of GSA presence, participation, and perceived effectiveness. *Applied Developmental Science*, 15(4), 175-185.

Projected numbers to be served in FY 25/26 by age group:

0-15 years old: 5

16-25 years old: 5

26-59 years old: 0

60+ years old: 0

Challenges: Few referrals have been made to this program. Currently the program is limited to one group that is facilitated by one staff. This staff also has other job duties that at times conflict with the group schedule and can make group participation difficult. There is an interest from pre-teens to participate but it is difficult to obtain parental consent from pre-teens individuals.

Successes: Participants reported that it is the only safe space to be authentically themselves and to be respected in the community. They feel like they do not need to hide who they are. This program serves a vulnerable population and has expanded the participant's support systems to help them be empowered and advocate for themselves.

Projected cost per person per year: \$5,673

Changes to 2025-2026 Annual Update: No fiscal changes are needed so the budget will remain the same.

Data: Due to the small number of participants in this program, data has been suppressed to ensure anonymity within our small community. The group has averaged meeting three times per month in FY23-24.

Innovation Evaluation Report

Innovation (INN) Program

Program Name: Practical Actions Towards Health (PATH)

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

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

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

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

Original Learning Goals

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

- To improve outreach and engagement to those involved in the justice system and increase service delivery to unserved and underserved populations in the county.

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

As PATH enters its second year, the following objectives could serve to enhance the impact of the project:

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

Objective 1 – Increase the life of the project:

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

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

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

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

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

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

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

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

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

The PATH program saw an update to the original design of this study in FY24-25 in regards to the location of the service as well as the population served. Initially, PATH service providers were embedded at the Colusa County Day Reporting Center to engage justice involved community members post-incarceration. It is our desire to expand the engagement and assessment process to the beginning of the incarceration period at the Colusa County Correctional Center and follow the inmate post incarceration to promote a seamless transition to services and supports addressing social determinates of health. The Mental Health Services Oversight & Accountability Commission was consulted on this expansion and assured CCDBH

that it will not constitute a major change to the project. Thus, in FY24-25 early engagement and assessment of strengths and needs may increase the number of post incarceration community members accessing services and supports to minimize the negative impacts associated with social determinates of health.

Projected numbers to be served in FY 25/26 by age group:

0 – 15 years old: 0

16-60+ years old: 26

Challenges: An additional bilingual staff is needed to support this program. There are less individuals enrolling in PATH due to Jail In-reach. There is a lack of resources in the county to be able to address social determinants of health for participants such as housing and clothing.

Successes: PATH acts as a bridge for individuals to be able to transition from jail based services to individual Specialty Mental Health Services. Relationship with the Probation Department and jail staff have improved. The collaboration between both agencies has made addressing mutual barriers more effective. The PATH team has also been able to participate in five outreach events this year to bring awareness of the program. The amount of services and supports provided to PATH individual has also increased.

Projected cost per person per year: \$22,770

Changes to 2025-2026 Annual Update: No budget changes were necessary for PATH.

Data (FY 2023-2024):

2023

0-15 Years old:0

16-25 Years old:3

26-59 Years old: 29

60+ Years old : 5

2024

0-15 Years old: 0

16-25 Years old: 7

26-59 Years old: 15

60+ Years old : 5

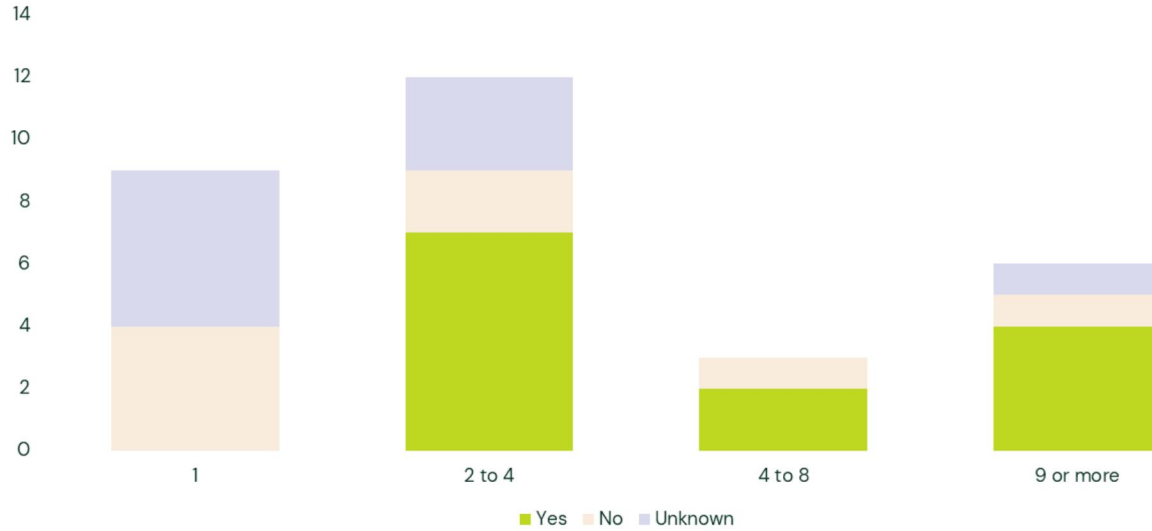
- 30 individuals served by PATH/CAMINO program during 2024. 15 of these individuals were also served during 2023.
- There were 136 registered PATH/CAMINO visits. 46% occurred during the first trimester of 2024. 65% of the visits were from individuals who were also served during 2023.



- 17% (5) had a formal service after their first PATH service, an average of 60 days after their first PATH date of service.
- 17 individuals had a previous formal enrollment date (Average 16 months since first formal enrollment). Six of them with continued services during 2024.
- Of the individuals served by PATH/CAMINO, 70% (21) had PATH Note(s).
- 62% of the individuals who got a PATH Note in 2024 had an identified BH Challenge (43% of the total individuals served by PATH during 2024).

- In relation to the number of visits, 70% of the individuals served by the program had 2 or more PATH visits. 4 individuals with 2 or more visits didn't have a PATH note.

2024 & 2023 PATH/CAMINO
Number of Visits and BH Challenges



Capital Facilities and Technological Needs (CFTN)

The dollars that are currently located in this fund are earmarked for a variety of electronic items. This includes installation of a security system for the Westside Wellness Center, an update to the department's security system, updated laptops, maintenance of the building and updating office furniture.

Changes to 2025-2026 Annual Update: A transfer of CSS funds to CFTN will contribute to an increase of funds. The increase of funds will be due to upgrades to the department's security system, laptops, maintenance of the building, and office furniture, as well as a new security system at the Westside Wellness Center. Funds will be transferred in to this program from CSS in the amount of \$100, 000.

Workforce Education and Training (WET) Programs

Program Name: Retention Activities

Program Description: Due to clinical staffing shortages throughout the State of California, CCDBH will operate a Retention Activities program out of their WET funding to preserve the staff currently employed. The result of these activities will focus on improving staff morale, reducing stress, promoting balanced health throughout one's workday, and offering anti-burnout and anti-fatigue activities. Wellness tools needed for implementation, and materials and supplies leading to the program's longevity, will be funded through MSHA WET.

Changes to 2025-2026 Annual Update: Funds will increase due to staff training and activities. These funds will end June 30, 2026.

Data: All teams have participated in a retention activity to promote wellness and combat burnout.

Program Name: Integrated Care

Program Description: With the transition from Mental Health Services Act (MHSA) to Behavioral Health Services Act (BHSA) occurring July 2026, Colusa County Department of Behavioral Health (CCDBH) will expand programs and services to include individuals who are only experiencing symptoms of a Substance Use Disorder (SUD). According to SAMHSA (2024), it was estimated in 2023 that more than 1 in 10 U.S. adults felt that they have or have had a substance use problem. The 2022 National Survey on Drug Use and Health reported that about 21.5 million adults in the U.S. have a co-occurring disorder (SAMHSA, 2024). With this data in mind, we will likely see an increase in demand for treatment as we transition to BHSA and expand the availability of services. In turn, staff will need to be prepared to serve these individuals and meet their needs, regardless of whether an individual's primary diagnosis is a mental health disorder or a substance use disorder. Thus, CCDBH will dedicate funds to enroll our staff into SUD trainings such as counselor certification course(s), ASAM assessment trainings, Matrix Model trainings, and additional appropriate SUD trainings to ensure their ability to assess and treat a range of disorders. CCDBH will then have a fully integrated Behavioral Health system where we can treat any person during walk-in intakes, whether it be for Mental Health or Substance Use services.

Changes to 2025-2026 Annual Update: This is a new program for FY25-26.

Data: This is a new program for FY25-26 thus there is no current data to report.

Discontinued Programs from MHSA Annual Plan FY25-26

The discontinued programs from FY24-25 to FY25-26:

- Cypress House Adult Residential Facility due to building being used for community-based organizations such as Health and Human Services to provide reunification services. The infrastructure will house the Westside Wellness Center.
- Rancho Colus due to all costs associated with this project being complete.
- Adult MDT & Children's MDT due to being merged into the operating programs of FSP and Wraparound, respectively.
- Club Live/Friday Night Live due to being fully funded through another funding source.
- Learning Wellness at the Libraries due to term of commitment being over.
- MHSA Infant to 5 due to resources being provided via another community agency to offer this service.
- CalMHSA due to bringing marketing and outreach efforts in-house at CCDBH.
- Loan Repayment/Peer Certification due to dollars being allocated for full spend down.
- CalMHSA WET Incentive (Palo Alto) due to program being paid out in full and students working their service agreement.

Colusa County
FY 2025/2026
Mental Health Services Act Expenditure Plan
Funding Summary

	FY 2025/2026 Estimated Program Budget
Community Services and Supports	
Estimated Annual Funding	\$ 2,543,300
Programs	
Integrated CSS General System Development-Full Service Partnership	\$ 1,776,009
Integrated CSS Outreach and Engagement- Westside Wellness Center	51,521
Integrated CSS Outreach and Engagement-Safe Haven Wellness and Recovery Center	768,733
Integrated CSS General System Development-Community Crisis Support	1,798,981
Transfer to Capital Facilities and Information Technology Fund	250,000
Transfer to Workforce & Education Fund	250,000
Total CSS Exp	<u>\$ 4,895,244</u>
Prevention and Early Intervention	
Estimated Annual Funding	\$ 440,825
Programs	
Early Intervention-2nd Step	\$ 200,228
Prevention Program-Life and Leadership-A Circle of Solid Choices	115,283
Stigma and Discrimination Reduction Program-Cultural Competency Committee	55,003
Access and Linkage to Treatment Program-Bright Vista Youth Center	696,829
Stigma and Discrimination Reduction Program-Authentic Self: Acceptance & Advocacy	54,871
Total PEI Exp	<u>\$ 1,122,214</u>
Innovation	
Estimated Annual Funding	\$ 122,849
Programs	
Practical Actions Towards Health	\$ 592,012
Total INN Exp	<u>\$ 592,012</u>
Capital Facilities and technological Needs	
Estimated Annual Funding-Transfer from CSS	\$ 250,000
Programs	
Facility Upgrades	\$ 76,000
Information Technology	165,331

Total CFTN Exp	\$	241,331
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Workforce Education & Training

Estimated Annual Funding-Transfer from CSS

\$	250,000
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Programs

Integrated Care

\$	58,650
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Retention Activities

66,000

Total WET Exp	\$	124,650
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Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Elev8 Recovery Solutions, LLC for adult rehabilitation services, effective July 1, 2025.

Approve contract with **Elev8 Recovery Solutions, LLC** for adult rehabilitation services, effective July 1, 2025.

Detailed Description/Background of request

Behavioral Health requests to establish a new contract with Elev8 Recovery Solutions LLC for adult rehabilitation services.

Elev8 Recovery offers a structured and supportive environment designed to help individuals transition from addiction, incarceration, and cycles of destructive behavior into lives of purpose, leadership, and self-sufficiency. Elev8 Recovery emphasizes on redefining masculinity, breaking false belief systems, and fostering a lifelong community that drives sustained change.

Elev8 Recovery addresses the root causes of struggles such as addiction, trauma, incarceration, and personal setbacks. Elev8 Recovery's goal is to equip individuals with the tools to rebuild their lives and become leaders in their families and communities.

The term of the agreement will be from July 1, 2025 through June 30, 2026. The maximum compensation for the contract shall not exceed \$100,000 per fiscal year.

Prior Board Action

None

Fiscal Impact/Funding Source

003-55270-711-0 Budgeted

Not to exceed \$100,000 per fiscal year.

Action for the Clerk

Please number contract, obtain signatures and forward to:

Elev8 Recovery
Attn: Branden Terrell
5075 Lincoln Blvd
Oroville, CA 95966

ATTACHMENTS:

- Contract_Elev8 (DOCX)
- Attachment A_Residential Treatment Rate Sheet (PDF)
- Attachment B_HIPAA BUSINESS ASSOCIATE ADDENDUM (DOCX)
- Attachment C_State Requirements (DOCX)

ADULT REHABILITATION SERVICES CONTRACT

This Adult Rehabilitation Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Elev8 Recovery Solutions, LLC ("Contractor"), a Limited Liability Company.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with adult rehabilitation services, as more specifically detailed in Attachment "A."
2. **Term:** This Contract shall begin on July 1, 2025, and shall continue through June 30, 2026.
3. **Compensation:** County will pay Contractor compensation in the amount of not to exceed \$100,000 per fiscal year as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.
4. **Method of Payment:** At the 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.

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

- A. Workers' Compensation Coverage:** Contractor shall maintain Workers'

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

- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

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

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

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

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

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

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

If to County: Behavioral Health Department
Attn: Director
162 Carson St.
Colusa, Ca, 95932

If to Contractor: Elev8 Recovery
Attn: Branden Terrell
5075 Lincoln Blvd
Oroville, CA 95966

- 14. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 15. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 16. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 17. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 18. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 19. Termination:** This Contract may be terminated for the following reasons:
- A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or
 - B. By either party without cause upon sixty (60) 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 – Residential Treatment Rate Sheet
- B. Attachment B – HIPAA Business Associate Addendum
- C. Attachment C – State Requirements

COUNTY OF COLUSA

ELEV8 RECOVERY SOLUTIONS, LLC

Daurice Smith, Chair

Date: _____

Signature

Date: _____

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Patricia Rodriguez, Deputy

Attachment: Contract_Elev8 [Revision 1] (10510 : Approve contract with Elev8 Recovery Solutions, LLC)

Residential Treatment Rate Sheet (2025)

I. Rate Schedule & Service Levels

Residential Treatment Program

Daily Rate Per Client: \$215

All-Inclusive Services Provided:

- 24/7 residential supervision
- Individualized case management & recovery planning
- Group therapy
- One-on-one therapy sessions
- Personalized coaching
- Medication-Assisted Treatment (MAT) coordination
- Workforce development & life skills training
- Cognitive Behavioral Therapy (CBT)
- Trauma-informed care
- Specialized behavioral health support
- Crisis intervention & stabilization services
- Compliance reporting

Note: Transportation outside of county boundaries may incur additional fees.

Contracted Bed Packages & Volume Discounts

Beds Secured	Length of Stay	Daily Rate Per Client
1-5	30-90 days	\$215 per day
6-15	90-180 days	\$210 per day
16 + Beds	90-180 days	\$200 per day

Maximum contract length per client: 180 days.

- **Agencies securing 16+ beds receive the lowest rate of \$200 per day per client.**
- Rates are subject to **annual review & adjustment** per state contract renewal policies.

II. Payment & Invoicing Terms

- **Billing Method:** Monthly invoicing based on actual occupancy.
- **Invoice Due Date:** Net 30 days from invoice receipt.
- **Authorized Payment Methods:** State-Approved Payment Processing (Cal eProcure, EFT, or check).
- **Deposit Requirement:** May apply for long-term contract commitments.

III. Compliance & Reporting Requirements

- **Documentation:**
 - Monthly progress reports on client treatment and program participation.
 - Compliance reports for probation and state oversight agencies.
 - Incident reporting per California Department of Health Care Services (DHCS) guidelines.
- **Licensing & Accreditation:**
 - Program must maintain **DHCS & CDCR compliance**.
 - Facility and staff must adhere to **state treatment program regulations**.
 - Annual compliance audits may be required.
- **Insurance Requirements:**
 - Provider must maintain **general liability & professional liability insurance**.
 - Proof of insurance must be submitted upon contract execution.

IV. Termination & Renewal Policy

- **Contract Renewal:** Subject to **state agency performance review** and funding availability.
- **Early Termination Clause:** Either party may terminate the contract with **60 days' written notice**.
- **Amendments:** Any rate changes or service modifications must be approved by **both parties** in writing.

V. Contact Information

Contract Administrator: Branden Terrell, CEO – Elev8 Impact

Email: Branden@elev8-impact.com

Phone: (707) 364-4103

Facility Location: 5075 Lincoln BLVD Oroville CA

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

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

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;
- (f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;
- (g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

- (i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);
- (j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;
- (k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.
- (l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

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

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

Miscellaneous

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

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

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

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

ATTACHMENT C STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

1. Trading Partner Requirements

- a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

C ____ - ____

- c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
 - d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).
2. Concurrence for Test Modifications to HHS Transaction Standards
- County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.
3. Adequate Testing
- County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
4. Deficiencies
- County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.
5. Code Set Retention
- Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.
6. Data Transmission Log
- Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means

provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuide_OCTOBER2020.pdf

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.
4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a) Materials explaining services available to the public
 - b) Language assistance

- c) Language interpreter and translation services
 - d) Video remote language interpreting services
3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):
- a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.
 - b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.
 - c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.
 - d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.
 - i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:
 - 1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and
 - 2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.
 - e) The Contractor shall notify its beneficiaries:
 - i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:
 - 1) Qualified interpreters
 - 2) Information written in other languages

- ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

- 1) Qualified sign language interpreters
- 2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

- iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

- 1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:
 - a) In all conspicuous physical locations where the Contractor interacts with the public.
 - b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.
 - c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
- 2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages in the State (as determined by DHCS), explaining the availability of free language assistance services,

and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

- a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
- 3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

- 1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.
- 2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.
- 3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:
 - a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.
 - b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

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T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Granite Wellness Centers for substance use recovery and related behavioral health services, effective July 1, 2025.

Approve contract with **Granite Wellness Centers** for substance use recovery and related behavioral health services, effective July 1, 2025.

Detailed Description/Background of request

Behavioral Health requests a new contract with Granite Wellness Centers due to the amount of modifications to the previous contract for substance use recovery and related behavioral health services.

Granite Wellness Centers provides Colusa County with wellness-focused substance abuse recovery and related behavioral health services. Granite Wellness offers a variety of outpatient services and residential recovery services in order to assist clients in achieving their recovery goals. Granite Wellness Centers is one of the very few facilities in Northern California that offers perinatal services to consumers which Behavioral Health is mandated to offer.

Behavioral Health requests a new contract effective July 1, 2025 through June 30, 2026. The maximum compensation shall not exceed \$50,000 per fiscal year.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted: 003-55270-711-0

Not to exceed \$50,000 per fiscal year.

Action for the Clerk

Please number contract, obtain signatures, and send to:

Granite Wellness Centers
Attn: Kate Rhames
406 Sunrise Ave Ste. 105

Action Item (ID # 10519)

Meeting of June 3, 2025

Roseville, CA 95661

ATTACHMENTS:

- Contract_Granite Wellness Centers (DOCX)
- Attachment A_FY2526 Rates (PDF)
- Attachment B_HIPAA BUSINESS ASSOCIATE ADDENDUM (DOCX)
- Attachment C_State Requirements 1.17.25 (DOCX)

SUBSTANCE ABUSE RECOVERY AND RELATED BEHAVIORAL HEALTH SERVICES CONTRACT

This Substance Abuse Recovery and Related Behavioral Health Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Granite Wellness Centers ("Contractor"), a non-profit corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with substance use recovery and related behavioral health services.
2. **Term:** This Contract shall begin on July 1, 2025, and shall continue through June 30, 2026.
3. **Compensation:** County will pay Contractor compensation in the amount not to exceed \$50,000, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.
4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

A. Invoices shall:

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

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

- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
- B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
- C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

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

- A. Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.
- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
- 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

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

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

- 10. Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.
- 11. Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.
- 12. Controlling Law Venue:** This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.
- 13. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: Behavioral Health Department
Attn: Director
162 Carson St.
Colusa, Ca, 95932

If to Contractor: Granite Wellness Centers
Attn: Kate Rhames
406 Sunrise Ave Ste. 105
Roseville, CA 95661

- 14. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 15. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 16. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 17. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 18. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 19. Termination:** This Contract may be terminated for the following reasons:
- A.** Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon fifteen (15) days written notice of termination.
- 20. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

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

- A. Attachment "A" – FY25/26 Rates
- B. Attachment "B" – HIPAA Business Associate Addendum
- C. Attachment "C" – State Requirements

COUNTY OF COLUSA

GRANITE WELLNESS CENTERS

Daurice K. Smith, Chair

Date: _____

Signature

Date: _____

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Patricia Rodriguez, Deputy

Attachment: Contract_Granite Wellness Centers (10519 : Approve contract with Granite Wellness Centers)

<i>Service Description</i>	<i>Units (Minutes)</i>	<i>Practitioner Classification</i>	<i>Rates</i>
Care Coordination / Records Review - ODS	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Individual Counseling - ODS	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Group Counseling - ODS	15	AOD	\$ 15.42
		LPHA	\$ 15.71
		LIC PSY	\$ 23.69
		RN	\$ 23.93
		PA	\$ 26.42
		Pharmacist	\$ 28.20
		NP	\$ 29.29
		MD	\$ 58.91
Patient Education - ODS (Individual)	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Patient Education - ODS (Group)	15	AOD	\$ 15.42
		LPHA	\$ 15.71
		LIC PSY	\$ 23.69
		RN	\$ 23.93
		PA	\$ 26.42
		Pharmacist	\$ 28.20
		NP	\$ 29.29
		MD	\$ 58.91
IOT Group Counseling	15	AOD	\$ 15.42
		LPHA	\$ 15.71
		LIC PSY	\$ 23.69
		RN	\$ 23.93
		PA	\$ 26.42
		Pharmacist	\$ 28.20
		NP	\$ 29.29
		MD	\$ 58.91

IOT Individual Counseling	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
		AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
IOT Care Coordination / Records Review	15	NP	\$ 131.82
		MD	\$ 265.08
		AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
IOT Patient Education (Individual)	15	Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
		AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
IOT Patient Education (Group)	15	PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
		AOD	\$ 15.42
		LPHA	\$ 15.71
		LIC PSY	\$ 23.69
Assessment	15	RN	\$ 23.93
		PA	\$ 26.42
		Pharmacist	\$ 28.20
		NP	\$ 29.29
		MD	\$ 58.91
		AOD	\$ 69.37
		LPHA	\$ 70.69
Crisis Intervention	15	LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
		AOD	\$ 69.37
Discharge Services	15	LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08

Other	Units (Minutes)	Rate
DHCS Approved Peer Support Services	15	\$ 69.37

Granite Wellness Rate - Recovery Services (Colusa)

Attachment A

2.7.b

Service Description	Units (Minutes)	Practitioner Classification	Rates
Assessment (Recovery Services)	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Individual Counseling (Recovery Services)	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Group Counseling (Recovery Services)	15	AOD	\$ 15.42
		LPHA	\$ 15.71
		LIC PSY	\$ 23.69
		RN	\$ 23.93
		PA	\$ 26.42
		Pharmacist	\$ 28.20
		NP	\$ 29.29
		MD	\$ 58.91
Patient Education (Recovery Services) - Individual	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Patient Education (Recovery Services) - Group	15	AOD	\$ 15.42
		LPHA	\$ 15.71
		LIC PSY	\$ 23.69
		RN	\$ 23.93
		PA	\$ 26.42
		Pharmacist	\$ 28.20
		NP	\$ 29.29
		MD	\$ 58.91
Transportation Services	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Interpretation Services	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08

Attachment: Attachment A_FY2526 Rates (10519 : Approve contract with Granite Wellness Centers)

Granite Wellness Rate - Residential Services (Colusa)

<i>Service Description</i>	<i>Units (Minutes)</i>	<i>Practitioner Classification</i>	<i>Rates</i>
Care Coordination / Records Review - ODS 3.1 Res	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Care Coordination / Records Review - ODS 3.2 WM	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08
Care Coordination / Records Review - ODS 3.5 Res	15	AOD	\$ 69.37
		LPHA	\$ 70.69
		LIC PSY	\$ 106.61
		RN	\$ 107.67
		PA	\$ 118.89
		Pharmacist	\$ 126.89
		NP	\$ 131.82
		MD	\$ 265.08

Granite Wellness Rate - Residential Services (Colusa)

<i>Service Description</i>	<i>Units (Daily)</i>	<i>Practitioner Classification</i>	<i>Rates</i>
SUDS Residential 3.1	1	Residential	\$ 194.48
SUDS Residential 3.1 Perinatal	1	Residential	\$ 194.48
SUDS Residential 3.2 Withdrawal Management	1	Residential	\$ 261.98
SUDS Residential 3.5	1	Residential	\$ 264.26
SUDS Residential 3.5 Perinatal	1	Residential	\$ 264.26

Granite Wellness Rate - Room and Board (Colusa)

<i>Service Description</i>	<i>Units (Daily)</i>	<i>Practitioner Classification</i>	<i>Rates</i>
Residential Treatment Room and Board	1	Residential	\$ 41.18
Residential Treatment - Accompanying Child #1	1	Residential	\$ 57.20
Residential Treatment - Accompanying Child #2	1	Residential	\$ 28.60
Recovery Residences Room and Board	1	Residential	\$ 37.18

Attachment A

2.7.b

Attachment: Attachment A_FY2526 Rates (10519 : Approve contract with Granite Wellness Centers)

Transitions between Levels of Care

The provider shall have the ability to adjust the care level of clients freely, whether moving them up or down in care intensity, as determined clinically appropriate and necessary.

This flexibility is especially critical in situations where clients are in crisis and require immediate changes to their treatment plan. If, at any point, the patient presents with acute medical symptoms or complications related to substance use that pose an immediate threat to their health or safety, the Provider may initiate emergency placement into a higher level of care. This may include, but is not limited to, medically managed detoxification or intensive substance use treatment.

The County agrees to support these adjustments to ensure timely and appropriate care for clients, maintaining smooth administrative processes and avoiding any disruptions in billing.

Audits and CAPs

The County shall conduct audits of the program as required. Following each audit, the County shall provide a debriefing session to discuss the findings and recommendations. If applicable, the County shall deliver a Correct Action Plan (CAP) to the provider within thirty (30) days of the audit, outlining steps to address any identified issues. The County shall ensure that audits are scheduled in a manner that allows sufficient time for the implementation of the CAP and prevents audits from being conducted back-to-back, thereby ensuring smooth and effective resolution of any concerns.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

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

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;
- (f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;
- (g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

- (i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);
- (j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;
- (k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.
- (l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

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

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

Miscellaneous

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

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

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

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

ATTACHMENT C

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

1. Trading Partner Requirements

- a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

- c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data

Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuide_OCTOBER2020.pdf

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.
4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a) Materials explaining services available to the public
 - b) Language assistance

C ____ - ____

- c) Language interpreter and translation services
 - d) Video remote language interpreting services
3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):
- a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.
 - b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.
 - c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.
 - d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.
 - i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:
 - 1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and
 - 2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.
 - e) The Contractor shall notify its beneficiaries:
 - i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:
 - 1) Qualified interpreters
 - 2) Information written in other languages

- ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:
 - 1) Qualified sign language interpreters
 - 2) Written information in other formats (large print, audio, accessible electronic formats, other formats)
- iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

- 1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:
 - a) In all conspicuous physical locations where the Contractor interacts with the public.
 - b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.
 - c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
- 2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages in the State (as determined by DHCS), explaining the availability of free language assistance services,

and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

- a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.
- 3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

- 1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.
- 2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.
- 3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:
 - a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.
 - b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

C ____ - ____

T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with North Valley Behavioral Health for inpatient psychiatric services, effective July 1, 2025.

Approve contract with **North Valley Behavioral Health** for inpatient psychiatric services, effective July 1, 2025.

Detailed Description/Background of request

Behavioral Health is requesting a new contract with North Valley Behavioral Health due to the amount of modifications to the previous contract. North Valley Behavioral Health provides Colusa County Behavioral Health with inpatient psychiatric services at their Plumas Court and Stabler Lane facilities located in Yuba City.

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 environment of the facility.

Behavioral Health requests a new contract effective July 1, 2025. North Valley Behavioral Health daily rate of services will be \$1,163.00. The term of the contract will be from July 1, 2025 through June 30, 2026. The contract shall not exceed \$250,000 per fiscal year.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0, Support and Care of Persons.

Not to exceed \$250,000 per fiscal year.

Action for the Clerk

Please obtain signatures, number contract and send to:

North Valley Behavioral Health
1535 Plumas Court, Suite A

Action Item (ID # 10521)

Meeting of June 3, 2025

Yuba City, CA 95991

Attention: Administrator

ATTACHMENTS:

- Contract_North Valley Behavioral Health (DOCX)
- Attachment A_North Valley Behavioral Health Rate Letter (PDF)
- Attachment B_HIPAA BUSINESS ASSOCIATE ADDENDUM (DOCX)

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, (Contractor), a California Limited Liability Company.

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 health care services.
2. **Term:** This Contract shall begin on July 1, 2025, and shall continue through June 30, 2026.
3. **Compensation:** County will pay Contractor compensation in the amount of \$1,163 for the daily rate, not to exceed \$250,000 per fiscal year as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.
4. **Method of Payment:** At the 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.

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

- A. Workers' Compensation Coverage:** Contractor shall maintain Workers'

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

- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

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

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

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

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

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

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

If to County: Behavioral Health
Attn: Director
162 Carson St.
Colusa, Ca, 95932

If to Contractor: North Valley Behavioral Health
Attn: Administrator
1535 Plumas Court, Suite A
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.
- 19. Termination:** This Contract may be terminated for the following reasons:
- A.** Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon fifteen (15) days written notice of termination.
- 20. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

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

- A. Attachment "A" - Rate Letter
- B. Attachment "B" - HIPAA Business Associate Addendum

COUNTY OF COLUSA

**NORTH VALLEY BEHAVIORAL
HEALTH**

Daurice K. Smith, Chair

Date: _____

Signature

Date: _____

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Patricia Rodriguez, Deputy

Attachment: Contract_North Valley Behavioral Health (10521 : Approve contract with North Valley Behavioral Health)



ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

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

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;
- (f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;
- (g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

- (i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);
- (j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;
- (k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.
- (l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

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

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

Miscellaneous

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

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

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

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



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with the Colusa County Office of Education for Inmate Educational Services, effective July 1, 2025.

Approve contract with the **Colusa County Office of Education** for Inmate Educational Services, effective July 1, 2025.

Detailed Description/Background of request

The Probation Department requests approval of this new contract due to the number of modifications. This is a shared agreement with the Probation Department and Sheriff's Department to provide education services to inmates of the Colusa County Jail, with each department paying half of the total cost.

The new contract will begin on July 1, 2025 and shall continue through June 30, 2027. The cost of this contract will not exceed \$28,000 per fiscal year.

Prior Board Action

None.

Fiscal Impact/Funding Source

Cost is split 50/50 between Community Corrections Partnership and Jail Inmate Welfare.

Action for the Clerk

Please number contract, obtain signatures and forward to:

Colusa County Office of Education
Attn: Michael West, Superintendent
345 5th Street
Colusa, Ca, 95932

ATTACHMENTS:

- Contract_CCOE Inmate Educational Services (DOCX)

INMATE EDUCATION SERVICES CONTRACT

This Inmate Education Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Colusa County Office of Education ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with inmate educational services on behalf of the Colusa County Jail and Community Corrections Partnership, as more specifically detailed in Attachment "A".
2. **Term:** This Contract shall begin on July 1, 2025, and shall continue through June 30, 2027.
3. **Compensation:** County will pay Contractor compensation not to exceed \$28,000 per fiscal year. The Colusa County Sheriff's Department and Colusa County Probation Department are each responsible for one-half of the Contractor compensation. Compensation will be paid in accordance with paragraph 4, Method of Payment.
4. **Method of Payment:** Contractor shall bill County at the end of each quarter for services rendered for the immediate preceding quarter. The quarters shall be as follows: July 1 to September 30, October 1 to December 31; January 1 to March 31; April 1 to June 30. 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.
- 6. Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
- 7. Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.
- 8. Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
- 9. Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no

less than A:VII:

- A. Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.
- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional

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

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

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

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

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

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

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

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

If to County: County of Colusa
547 Market St., Suite 102
Colusa, Ca, 95932

If to Contractor: Colusa County Office of Education
345 5th Street, Suite A
Colusa, Ca, 95932

- 14. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 15. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 16. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 17. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 18. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 19. Termination:** This Contract may be terminated for the following reasons:
- A.** Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon fifteen (15) days written notice of termination.
- 20. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
- 21. Attachments:** All attachments referred to are incorporated and made part of the Contract.

Attachments include:

A. Attachment “A” – Services to be Performed

COUNTY OF COLUSA

**COLUSA COUNTY OFFICE OF
EDUCATION**

Daurice K. Smith, Chair

Date: _____

Signature

Date: _____

Michael P. West, Superintendent

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Patricia Rodriguez, Deputy

Attachment A
Services to be Performed

Contractor shall:

1. Provide a qualified teacher for the Inmate Education Program and the Community Corrections Partnership for a total of 1.75 hours per day for four (4) days per week.
2. Provide instructional services at the Colusa County Jail or other location specified by County.
3. Secure and disseminate appropriate program materials and resources.
4. Provide staff development and training regarding program guidelines and requirements.

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve two Lease Agreements with US Bank Equipment Finance for copier/printer lease and maintenance services for the Board Clerks Office (Application No. 3192047) and Central Services Mail Room (Application No. 3189448), and authorize the Purchasing Agent to sign.

Approve two Lease Agreements with **US Bank Equipment Finance** for copier/printer lease and maintenance services for the Board Clerks Office (Application No. 3192047) and Central Services Mail Room (Application No. 3189448), and authorize the Purchasing Agent to sign.

Detailed Description/Background of request

Purchasing requests approval of the two lease agreements with US Bank for the copier/printers in the Board Clerks Office and Central Services Mail Room for a period of five years.

Advanced Document Concepts provides the maintenance for the copiers/printers and US Bank Equipment Finance is the lessor.

The two new printers have improved functionality from the previous version with cost savings. The new printer for the Central Services Mail Room has a total annual cost of \$13,080 which has an annual savings of \$1,891.80 from the prior lease. The new printer for the Board Clerks Office has a total annual cost of \$9,591.60 which has an annual savings of \$1,918.32 from the prior lease.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted:

Board Clerks Office, 001-53120-412-0

Central Services, 001-53120-409-0

Action for the Clerk

Please number contracts and obtain Purchasing Agent's signature on the original documents and return to Molly West.

Action Item (ID # 10524)

Meeting of June 3, 2025

ATTACHMENTS:

- US Bank Lease - BOS (PDF)
- US Bank Lease - Mail Room (PDF)


 APPLICATION NO.
3192047

AGREEMENT NO.

Supplier:


 702 Nord Avenue
Chico, CA 95926
Phone: 530.893.8711
Fax: 530.893.8615

EQUIPMENT FINANCE

Lease Agreement

 Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Colusa County of			547 Market street, ste 110	
CITY	STATE	ZIP	PHONE	FAX
Colusa	Ca.	95932	(530) 458-0508	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Board of Supervisors, 547 Market Street, Suite 102, Colusa Ca. 95932

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
Kyocera TASKalfa 6054ci Color MFP	19Z4Z25632

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 192.00

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You will have the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value near the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR	SIGNATURE	TITLE	DATED
--------	-----------	-------	-------

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Colusa County of

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
94-6000508	X		04/24/2025

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

Colusa County of	SIGNATURE	TITLE	ACCEPTANCE DATE
CUSTOMER (as referenced above)	X		04/24/2025

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, with notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, its ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property tax we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. You shall not consolidate or merge with or with any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 60 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask you to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives"); and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper as defined by the UCC, a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTY IN THE EQUIPMENT GIVEN TO US.**

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. **For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE ADDENDUM

AGREEMENT #
3192047

Addendum to Agreement # 3192047 and any future supplements/schedules thereto, between Colusa County of, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

- Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
- Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP §641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
- The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
- If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
- During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
- In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
- THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

U.S. Bank Equipment Finance

Lessor/Secured Party

Signature

Title

Date

Colusa County of

Customer

X

Signature

Title

04/24/2025

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 3192047

Addendum to Agreement # 3192047 and any future supplements/schedules thereto, between Colusa County of , as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

Colusa County of

Customer

X

Signature

Title

04/24/2025

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

APPLICATION NO.
3189448

AGREEMENT NO.

Supplier:

702 Nord Avenue
Chico, CA 95926
Phone: 530.893.8711
Fax: 530.893.8615

2.10.b

Lease Agreement

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME

Colusa County of

STREET ADDRESS

547 Market street, ste 110

CITY

Colusa

STATE

Ca.

ZIP

95932

PHONE

(530) 458-0508

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Central Services, 547 Market Street, Colusa Ca. 95932

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Kyocera TASKalfa 6054ci Color MFP

SERIAL NO.

19Z4415999

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

60

Payments* of \$

218.00

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You will have the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Colusa County of

X

04/24/2025

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

94-6000508

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

Colusa County of

X

04/24/2025

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DATE

20433 (2017) (v2)

Page 1 of 2

Rev. 01/18/2024

Packet Pg. 218

Attachment: US Bank Lease - Mail Room (10524 : Approve lease agreements with US Bank Equipment Finance)

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, with notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, on or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property tax we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of properly insured within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or with any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 60 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to the cost of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask you to provide other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives"), shall remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears your manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper defined by the UCC, a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement; such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTY IN THE EQUIPMENT GIVEN TO US.**

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE ADDENDUM

AGREEMENT #
3189448

Addendum to Agreement # 3189448 and any future supplements/schedules thereto, between Colusa County of, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

- Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
- Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP §641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
- The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
- If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
- During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
- In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
- THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

U.S. Bank Equipment Finance

Lessor/Secured Party

Signature

Title

Date

Colusa County of

Customer

X

Signature

Title

04/24/2025

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT
ADDENDUM

AGREEMENT # 3189448

Addendum to Agreement # 3189448 and any future supplements/schedules thereto, between Colusa County of , as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

Colusa County of

Customer

X

Signature

Title

04/24/2025

Date

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve agreement with OpenGov for Software Services and Professional Services related to permit tracking and licensing, effective June 1, 2025 and authorize the County Administrative Officer to sign.

Approve agreement with **OpenGov** for Software Services and Professional Services related to permit tracking and licensing, effective June 1, 2025 and authorize the County Administrative Officer to sign.

Detailed Description/Background of request

This is a single-year agreement between Colusa County and OpenGov to receive software licensing and technical support for the permitting tracking and licensing software that the Community Development Department utilizes for planning and environmental review applications, building permits and inspections, code compliance cases, and environmental health permits and inspections.

We have been utilizing this system since 2020. Unfortunately, components of the system do not function as we were advised they would, and despite several years of work-a rounds, and reductions in our annual licensing fee, the issues have not been resolved. Therefore, the department intends to renew the agreement for only one year, while they select a new vendor for Board consideration, with the intent of having the new platform installed prior to the expiration of this one year renewal with OpenGov.

Prior Board Action

Approval of previous multi-year contract, C20-089.

Fiscal Impact/Funding Source

This is a budgeted item in the amount of \$37,274.99.

Action for the Clerk

Number agreement, obtain signatures on two originals and mail to:

OpenGov Inc.
660 4rd Street, Suite 100
San Francisco, CA 94107

Action Item (ID # 10533)

Meeting of June 3, 2025

Return signed copy to Community Development Department, Attn: Xzandrea, upon return.

ATTACHMENTS:

- OpenGov Renewal Agreement (PDF)
- C20-089 OpenGov - CDD (PDF)



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-05985
Created On: 05/20/2025
Order Form Expiration: 06/30/2025
Subscription Start Date: 06/01/2025
Subscription End Date: 05/31/2026

Prepared By: Nazia Gangani
Email: ngangani@opengov.com
Contract Term: 12 Months

Customer Information:

Customer: County of Colusa, CA
Bill To/Ship To: 546 Jay Street, Suite 202
Colusa, California
95932
United States

Contact Name: Xzandrea Fowler
Email: xfowler@countyofcolusaca.gov
Phone: (530) 458-0407

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Autofill Interface	06/01/2025	05/31/2026	\$453.41
Contractor License Verification	06/01/2025	05/31/2026	\$453.41
Esri ArcGIS Integration	06/01/2025	05/31/2026	\$453.41
Flag Integration	06/01/2025	05/31/2026	\$453.41
Master Address Table or Assessor System Integration	06/01/2025	05/31/2026	\$906.83
Permitting and Licensing - Unlimited Service Areas	06/01/2025	05/31/2026	\$34,554.52

Customer Billing/Service Periods:

Period: 06/01/2025
Total: \$37,274.99

Attachment: OpenGov Renewal Agreement [Revision 1] (10533 : OpenGov Agreement Renewal)

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") between Customer and OpenGov dated May 8, 2025.

The "Agreement" consists of the Order Form(s), *MSA*, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

County of Colusa, CA:

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Created On: 5/6/2020
Order Form Expiration: 5/31/2020
Subscription Start Date: 6/1/2020
Subscription End Date: 5/31/2025

Prepared By: Greg Balter
Email: gbalter@opengov.com
Contract Term: 5 Years

Customer Information			
Customer:	County of Colusa, CA	Contact Name:	Greg Plucker
Bill To/Ship To:	1215 Market Street	Email:	gplucker@countyofcolusa.org
	Colusa, CA 95645	Billing Contact:	Greg Plucker
	United States	Email:	gplucker@countyofcolusa.org
Order Details			
Billing Frequency:	Annual	Description:	See Billing Table Below
Payment Terms:	Net Thirty (30) Days except for Task 3 (Finalization) - \$10,000.00, which is Net Sixty (60) Days		

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Permitting, Licensing and Code Enforcement — Unlimited				
Contractor Integration, ESRI ArcGIS Integration, Flag Integration, AutoFill Interfaces Annual Support, Master	6/1/2020	5/31/2025	5	\$35,500.00
Address Table Annual Support				
Annual Subscription:				\$35,500.00

PROFESSIONAL SERVICES:

PROFESSIONAL SERVICES:	
Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached SOW.
	Professional Services Total: \$78,900.00

Billing Table:

Billing Date	Amount Due
June 1, 2020	\$139,900.00
July 1, 2020	\$10,000.00
June 1, 2022	\$35,500.00
June 1, 2023	\$35,500.00
June 1, 2024	\$35,500.00

6/1/2020 Payment includes: Task 1 (Initiation) - \$15,000, Task 2 (Execution) - \$106,500, Additional Services - \$18,400
7/1/2020 Payment includes: Task 3 (Finalization) - \$10,000

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") signed between the parties effective January 1, 2018 as amended in the Order Form effective June 1, 2019 and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

County of Colusa, CA

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:



Statement of Work

County of Colusa, CA

Permitting, Licensing & Code Enforcement
Suite Implementation of Building, Planning and
Environmental Health Departments

Created By TJ Isselhard
SOW Creation Date 03/17/20
Version: 2
Document Number: DD-00901

Attachment: C20-089 OpenGov - CDD (10533 : OpenGov Agreement Renewal)



1. Objective

1.1. Summary

OpenGov Inc. ("OpenGov") will perform for County of Colusa, CA ("Customer") pursuant to the order for Professional Services agreed to by the parties ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the Permitting, Licensing & Code Enforcement ("PLC") suite of the OpenGov ERP Cloud. PLC is a suite within the OpenGov ERP Cloud for public-facing transactions and internal processing. The platform comprises four modules necessary to optimize the four key components of permitting, licensing, and code enforcement:

Customer Service

Offer a best-in-class business portal for community-wide citizen service. Let citizens determine the requirements they may need for their project, and let them apply, pay, track, and print permits online.

Processing

Standardize and automate permitting, licensing, and code enforcement workflows with advanced conditional logic. Enable a single source of truth for permitting and addressing data using a powerful reporting engine, and enable real-time collaboration and electronic review processes.

Inspections

Automate inspection scheduling using fine-tuned daily inspection availability settings, and monitor required inspections on the map. Conduct inspections electronically using a mobile device in the field, capturing comments, pictures, and violations. Minimize inspector travel time with automatic daily route optimization.

Renewals

Monitor renewal compliance during specified renewal periods, renew records in-office, export mailing lists, and leverage automatic just-in-time email notifications with delivery receipts. See the entire history of a renewed record over multiple years.



The four modules constitute a comprehensive, integrated system to manage permits, licenses, and cases in any department.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope. Customer and OpenGov will jointly agree to additional limitations and exclusions during initial kick off call(s).

OpenGov will provide Professional Services to implement PLC Building Department and assist Customer beginning to implement their Planning, and Environmental Health Departments.

2.2. Deliverables

Deployment Services	Deliverables Description
OpenGov PLC Reports	• Configure 1 OpenGov standard story • 3 Standard PLC reports (Daily Cashout, Monthly Totals, and Annual Summary) • Configure up to 2 Dashboards of Customer choosing
Information Gathering	OpenGov to collaborate with Customer to gather: • Existing forms • Understanding current workflows • Gathering all existing supporting documentation
Process Mapping	• OpenGov will analyse and map all Customer processes according to OpenGov modules and data models.
PLC System Configuration	• OpenGov to configure the 6 record types in the PLC system for Customer's initial Building department. ○ OpenGov will configure and test: ■ Forms ■ Workflows ■ Fee structures ■ Attachment requirements ■ Permit/license/letter templates ■ User access ■ Renewal processes ■ Inspection checklists ■ Inspection availability ■ Public portal ■ Accounting practices ■ Business rules



C20-089

	○ Throughout the configuration process, OpenGov will train Customer administrator on how to configure PLC record types. ● OpenGov will work with Customer to configure the initial 4 record types for Customer's Planning Department. ○ OpenGov will configure the first 4 record types. ○ Customer will be responsible for the configuration of all remaining record types. ● OpenGov will work with Customer to configure the initial 4 record types for Customer's Environmental Health Department. ○ OpenGov will configure the first 4 record types. ○ Customer will be responsible for the configuration of all remaining record types.
Go-Live Support	● A mutually agreed upon go-live date is chosen for the Customer to begin using PLC. ● OpenGov and Customer to develop a publicity plan including traditional and social channels.
Historical Data Migration	● OpenGov will scope, format, and script data exports from 2 Customer systems (Excel and Envision) to the PLC suite. ● Resulting migration script provides an initial load of data into the PLC suite. ● Just prior to go-live, OpenGov will re-run the migration with the latest data. ● Data migration includes: ○ Records (Permits, Licenses, etc.) ○ Applicant data ○ Location information (Records will only be linked to locations if an ID, MBL, or other logical link is provided to match up to the community's address integration) ○ Fees and Payments (will be migrated as form data) ○ Inspections (will be migrated as form data) ○ Contractors, Work Description and other Form Data ○ Other Multi-Entry form data ● Data migration does not include: ○ Cleaning of any corrupted data ○ Creation and linking of applicant accounts ○ Integration of historical fees and payments into workflow or financial reports. ○ Logs of permit changes

	- Migration of any data into the workflow (i.e. pending or completed sign-offs, fee steps, document issuance, inspections). - Permit Attachments - Import of contractor database - Creation of projects or other relationships between permits
Master Address Table- One Time Import	OpenGov will import all of your location information from your Master Address Table into the PLC suite. This will replace the automated Google Maps Address Search.
ESRI ArcGIS Server Integration	OpenGov will integrate the PLC suite with Customer ArcGIS Server. This will replace all Google Maps views with Customer's published ESRI map.
Flag integration (per system)	- OpenGov will flag locations within PLC to be used for geo-rule automation. - OpenGov will import a list of flags into the PLC suite. Flags can be provided in separate files, or as additional columns on their MAT. - OpenGov defines a "Flag" as: - An indicator or tag in OpenGov that triggers workflow steps or other conditions on the record type settings
Contractor Integration	OpenGov will integrate the PLC suite with Customer contractor database to import licensed contractor information.
AutoFill Interfaces	OpenGov will managed AutoFill ViewPoint-managed with premium search and unlimited rows.
Accounting & Finance	OpenGov will integrate with finance software to import transactions from the PLC suite into your finance/accounting system.
Total Estimated Hours	Up to 526 hours

2.3. Assumptions and Exclusions

- The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.



- The customer must provide a clean master address table including all of the community's location information, and it must contain the parcel properties' latitude/longitude coordinates, as well as at least 1 unique ID field. OpenGov does not take responsibility for 'dirty' data.
- OpenGov recommends Laserfiche or Onbase but will work with other document management systems. Involvement from Customer's document management vendor may be required depending on the specifications of Customer's document management system.
- Data Migration and File Requirements
 - Each migration must have a central records file with a unique ID and all information that is 1 to 1 with each record.
 - All many-to-one information (i.e. payments, inspections) must be provided in separate files with each item referencing the unique ID of the corresponding record
 - Files must be provided in a flat-file format (csv, txt, or xlsx) with column headers in the first row. Names of files should indicate their contents
 - The file must not contain extraneous rows which do not represent data to be migrated (e.g. summary data such as record counts, totals, etc.)
 - For flat files, fields must be appropriately delimited and text should also be appropriately delimited and escaped
 - Customer must also provide a data-dictionary defining how the provided data fields should be mapped to fields in OpenGov and whether any provided fields should be omitted from the migration.

3. Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

Task	OpenGov Role	Customer Role	Duration
Provision OpenGov Cloud environment	Provision access	None	1 week
Admin Training and project scoping	Execute system conversion	None	1 week
Discovery – configuration required by department	Lead discovery sessions	Participate in trainings	4 weeks



Configuration additions/modifications to suit department operations	Configure system	Participate in discovery and provide information	4 weeks
Develop interfaces with 3rd-party systems	Plan and execute integration strategy	Modify configuration where desired	12 weeks
Validate system configuration and 3rd-party interfaces	Provide testing environment, modify system according to feedback	Validate system configuration	4 weeks
Conduct training with system administrators and end-users to familiarize with new system	Conduct trainings	Participate in trainings	2 weeks
Sign-off on go-live and prepare for system cutover for department	Gain sign-off, execute system cutover protocol	Sign off on go-live	1 week

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign an Implementation Project Manager (the "OpenGov Implementation Project Manager") and a Data Migration Lead ("OpenGov Data Migration Lead") upon execution of the SOW.

The OpenGov Implementation Project Manager shall fulfill all responsibilities outlined in the scope of work, complete the implementation of the PLC suite, and serve as the point person for all project issues.

The OpenGov Data Migration Lead will oversee and execute the migration of data to the PLC suite.

Customer

Customer will assign a project manager (the "Customer Project Manager") and technical resource prior to project kick-off.



The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer's environment.
4. Complete deliverables as outlined by discovery, documentation and specifications.
5. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
6. Establish documentation and procedural standards for the project.
7. Review and administer project change control, as described in Section 5, Change Control Procedures.
8. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available the appropriate files and specifications for necessary to complete configurations.
4. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations, validate system configurations and data migrations and provide Customer environment specific technical details.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to System to support integration and make available access for integration to software. The Customer will be responsible for ensuring that the versions of System running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov and OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. system licenses.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.



5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order. The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon by Customer and OpenGov.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$5,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Boucher Law, PC for a workplace investigation, effective June 3, 2025.

Approve contract with Boucher Law, PC for a workplace investigation, effective June 3, 2025.

Detailed Description/Background of request

Human Resources is in need of this contract with Boucher Law, PC for a workplace investigation of one County Department.

Prior Board Action

None.

Fiscal Impact/Funding Source

The contract has an estimated cost of \$41,400.

Action for the Clerk

Please assign contract number, obtain signature and return to Dar Rhodes for disbursement to vendor.

ATTACHMENTS:

- Contract_Boucher Law (DOCX)

WORKPLACE INVESTIGATION SERVICES CONTRACT

This Workplace Investigation Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Boucher Law, PC ("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 workplace investigation services.
2. **Term:** This Contract shall begin on June 3, 2025 and shall continue until all requested services are completed.
3. **Compensation:** County will pay Contractor compensation at a rate of \$345 per hour in the amount not to exceed \$41,400. 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.

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

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

- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
 - 4) Providing that the insurer waives all rights of subrogation against County,

its elected or appointed officers, officials, employees, agents or volunteers;

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

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

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

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

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

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

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

If to County: Human Resources
Attn: Director
250 5th Street
Colusa, Ca, 95932

Boucher Law, PC
Attn: Gene P. Boucher
If to Contractor: 2081 Center St.
Berkeley, Ca, 94704

- 14. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 15. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 16. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 17. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 18. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 19. Termination:** This Contract may be terminated for the following reasons:
- A.** Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon fifteen (15) days written notice of termination.
- 20. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

Signatures on following page.

COUNTY OF COLUSA**BOUCHER LAW, PC**

 Daurice K. Smith, Chair

Date: _____

 Signature

Date: _____

 Printed Name and Title

APPROVED AS TO FORM

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

 Richard Stout, County Counsel

By _____
 Patricia Rodriguez, Deputy

Attachment: Contract_Boucher Law (10565 : Approve Contract with Boucher Law, PC)



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Appoint Xzandrea Fowler as the Community Development Director DH Range 44, Step 6, \$14,262 per month, effective December 16, 2024.

Appoint Xzandrea Fowler as the Community Development Director DH Range 44, Step 6, \$14,262 per month, effective December 16, 2024.

Detailed Description/Background of request

Formal appointment of successful candidate for the position of the Community Development Director Xzandrea Fowler following interviews with the Board of Supervisors in Closed Session on November 12, 2024.

This formal appointment was inadvertently overlooked, and is brought to you now to ensure there is clear record of when Ms. Fowler was appointed.

Prior Board Action

None

Fiscal Impact/Funding Source

The Community Development Director announced his retirement well in advance, allowing the fiscal impact of his retirement and accrued leave payout to be incorporated into the regular budget process. Although the incoming Director was hired at one salary step higher than originally budgeted, only six weeks of overlap occurred, rather than the three months that had been planned, resulting in a net cost offset.

Action for the Clerk

None



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Appoint Daniel "Colt" Esenwein as the Director of Public Works / Airport Operations, DH Range 45, Step 8, \$15,358 per month, effective July 1, 2025.

Appoint Daniel "Colt" Esenwein as the Director of Public Works / Airport Operations, DH Range 45, Step 8, \$15,358 per month, effective July 1, 2025.

Detailed Description/Background of request

Formal appointment of successful candidate for the position of Director of Public Works / Airport Operations, following interviews with the Board of Supervisors in Closed Session on April 28, 2025.

Prior Board Action

None

Fiscal Impact/Funding Source

Salary for 24/25 was budgeted at Step 7 and new salary is set at Step 8. The salary plus benefits difference for 25/26 fiscal year is approximately \$32,984.92. There are adequate funds within the budget to cover the difference due to vacancies in the department.

Action for the Clerk

None

**Request For County Board of Supervisors Action**

MEETING DATE: June 3, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve Contract with CivicPlus for an Agenda Meeting Management system and authorize the Purchasing Agent to sign Purchase Order No. 41205092025 and CivicPlus Quote #Q-91315-1.

Approve Contract with **CivicPlus** for an Agenda Meeting Management system and authorize the Purchasing Agent to sign Purchase Order No. 41205092025 and CivicPlus Quote #Q-91315-1.

Detailed Description/Background of request

The County currently uses an agenda management system, IQM2, that is coming to "end of life". What this means is that the system will no longer be supported by the vendor after September 30, 2025. This means no updates or enhancements will be made to the system, only critical issues and security updates will be done through end of life on September 30, 2027. At that time, the system is no longer available for use.

In anticipation of this change, the CAO, Board Clerks and IT have been reviewing various agenda management systems including: Granicus (Peak and Legistar platforms), Gamut, Escribe, Civ Assist, and CivicPlus.

Following two years of research, demonstrations and conversations, Staff has selected a new agenda management system for implementation - CivicPlus Agenda Meeting Management system (AMM). This system is similar in design to our existing system which will make transition easier for the end user, however it offers a myriad of efficiencies that other vendors simply did not have. One of the primary efficiencies is this platform will integrate with the County website as well as our document management system, so rather than staff having to post and publish documents in up to 3 different sections on the website and within document management this is accomplished in a single act. Additionally documents can easily be transferred from the agenda system directly into the document management system without manual scanning and upload.

The other component to this agreement is a new software platform to track all of the various Boards, Commissions, and Committees, that the Board of Supervisors is responsible for. These tasks are currently performed manually by staff on a spreadsheet, and were one of the primary duties of the third Deputy Board Clerk

position, which we have chosen to keep vacant due to the County's budgetary issues. While there will initially be some increased time needed from existing staff to input the the data into the system, once there it will provide a much improved system for tracking and processing vacancies, appointments, reappointments, etc. and will lead to efficiency within the department. This new component comes at a cost of \$3,640 for the first year, \$3,240 in the second year and \$3337 in the third year and \$3437 in the forth year. Those costs are included in the fiscal impact shown below.

Prior Board Action

None

Fiscal Impact/Funding Source

The County would be entering a four year agreement with annual costs of:

Year 1 (FY25/26): \$18,307.50

Year 2 (FY26/27): \$18,450.00

Year 3 (FY27/28): \$19,003.50

Year 4 (FY28/29): \$19,573.61

This software is budgeted in the CAO budget.

Action for the Clerk

Please assign a contract number, obtain signatures and send to:

CivicPlus

Attn: Jake Andrade

302 South 4th St. Suite 500

Manhattan, KS 66502

ATTACHMENTS:

- Colusa County, CA - AMMS Quote - 5525 (PDF)
- PO_41205092025 CivicPlus (PDF)


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work

Q-91315-1

1/22/2025 10:21 AM

6/13/2025

Client:

Colusa County, CA

Bill To:

COLUSA COUNTY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jake Andrade	(858) 762-3733	jake.andrade@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -6,102.50

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 3,120.00
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee	USD 840.00
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation	USD 400.00
1.00	AMM Select: Historical Import Fee with Videos (up to 500)	Historical import of up to 500 meetings; Volume is calculated based on number of meetings being imported; Import does include video files	USD 1,200.00
1.00	AMM Select: Boards & Committees Implementation Fee	Boards & Committees Implementation	USD 400.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 5,670.00
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee	USD 2,160.00
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	USD 5,400.00
1.00	Agenda and Meeting Management Select Integration Hub : Third Party Integration	Single third party integration for Integration Hub: Laserfische	USD 1,980.00
1.00	AMM Select: Boards & Committees Annual Fee	AMM Select: Boards & Committees Annual Fee	USD 3,240.00

Initial Term		7/1/2025 - 6/30/2028, Renewal Term 7/1 each calendar year	
Initial Term Invoice Schedule		Year One Annual Total to be invoiced 30% on signature date and 70% invoiced 6 months from signature date or completion of implementation, if earlier. Year Two Annual Total to be invoiced on 7/1/2026. Year Three Annual Total to be invoiced on 7/1/2027.	
	Annual Subscription	One Time Fees	Annual Total
Year One	USD 12,347.50	USD 5,960.00	USD 18,307.50
Year Two	USD 18,450.00		USD 18,450.00
Year Three	USD 19,003.50		USD 19,003.50
Subtotal			USD 55,761.00
Annual Recurring Services Starting Year 4			USD 19,573.61
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		3% to be applied in year 3	

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-91315-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****41205092025****PURCHASE ORDER****VENDOR** CivicPlus

NAME Jake Andrade

ADDRESS 302 South 4th St. Suite 500

Manhattan, KS 66502

PHONE 858.762.3733

jake.andrade@civicplus.com**REQUISITIONER ADDRESS**

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX

P.O. DATE

05.09.2025

REQUISITIONER

Stacy Woods

SHIP VIA**TERMS**

30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			Agenda Meeting Management System		
			YEAR 1 - including 1 time fee		\$18,307.50
			YEAR 2		\$18,450.00
			YEAR 3		\$19,003.50
			ANNUAL RECURRING SERVICES STARTING YEAR 4		\$19,573.61

BASED ON ATTACHED QUOTE #**Q-91315-1**

SUBTOTAL

DELIVERY

CA Sales Tax .0875%

TOTAL

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:

Stacy Woods**Colusa County Purchasing & Procurement****547 Market St. Ste. 110****Colusa, CA 95932****530.458.0437**

Authorized by

Date

Attachment: PO_41205092025 CivicPlus (10531 : Approve Contract with CivicPlus)



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **CLOSED SESSION: CONFERENCE WITH LABOR NEGITIATOR**
California Government Code 54957.6 Title: Conference with
Labor Negotiator.

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED
LITIGATION Initiation of litigation pursuant to paragraph (4) of
subdivision (d) of Section 54956.9: (1 case)

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: June 3, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: EMPLOYEE PERFORMANCE EVALUATION California
Government Code section 54957(b). Title: County Counsel.

EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Counsel.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk