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

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

COLUSA COUNTY
Board of Supervisors

Agenda

May 24, 2022

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 April 26, 2022 Closed Session
- Report out of May 10, 2022 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 16.

1. BOARD OF SUPERVISORS
Approve the Minutes from the May 10, 2022 Regular meeting.

2. TREASURER
Accept April 2022 Treasury Monthly Investment Report as presented.

3. APPOINTMENT/WILLIAMS CEMETERY DISTRICT
Appoint Dawn Nissen (Dist. 3) to the Williams Cemetery District to serve the remainder of an unexpired term effective May 24, 2022 through March 22, 2023.
(Application received: Dawn Nissen)

4. APPOINTMENT/COLLEGE CITY CEMETERY DISTRICT
Appoint Linda Aulgur to the College City Cemetery District, to serve the remainder of an unexpired term effective May 24, 2022 to February 20, 2024.
(Applications received: Linda Aulgur)

5. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Ratify equity lease agreement of one 2022 Ford Escape vehicle from **Enterprise FM Trust** with a monthly payment of $452.61 for 60 months on behalf of Behavioral Health Services.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 4th Modification to **BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital**, for hospital-based psychiatric inpatient services, effective May 1, 2022.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 3rd Modification to **Aegis Treatment Centers, LLC** for medically assisted treatment for substance disorder services, effective July 1, 2022.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Modification to **Sierra Mental Wellness Group** for after-hours crisis services, effective July 1, 2022.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Modification to **Traditions Psychology Group, Inc. dba Traditions Behavioral Health** for Psychiatric services, effective July 1, 2022.

10. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Ratify Purchase Order 81104122022B replacing Purchase Order 81104122022 for computer equipment upgrades for Health and Human Services.

11. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve 1st Amendment to **Valley Services, LLC, dba TRIO Community Meals, LLC,** for food services to provided meals to senior nutrition program participants, effective May 1, 2022.

12. PURCHASING AND PROCUREMENT/PROBATION
Approve 5th Modification to **Colusa One Stop** for career exploration, development and job placement assistance for adult probationer, effective December 31, 2021.

13. SHERIFF
Adopt a Resolution authorizing the Sheriff to receive grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program and to accept any awarded funds subject to Board approval.

14. PUBLIC WORKS/ROAD DEPARTMENT/EAST PARK RESERVOIR
Adopt a Resolution Approving The East Park Reservoir Wildlife Management Entry License Agreement with the **California Department of Fish and Wildlife**, finding the Agreement is exempt from review under CEQA.

15. PUBLIC WORKS/ROAD DEPARTMENT/SOLID WASTE
Approve the 1st Modification to **Stonycreek Garbage Services**, for franchise collection of waste materials.

16. COUNTY ADMINISTRATIVE OFFICE/ARBUCKLE PARK & RECREATION DISTRICT
Approve Memorandum of Understanding with **Arbuckle Park and Recreation District** to manage/maintain the Memorial Park located at 309 5th Street, Arbuckle, CA.

END OF CONSENT AGENDA

III. HUMAN RESOURCES/PUBLIC WORKS, TRANSIT

1. Approve new salary range for Operations Supervisor (MSC 30) $4,128 - $6,776 effective May 6, 2022.

2. Adopt Revised Job Class Table reflecting classification range change adopted by the Board on May 24, 2022.

IV. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

1. **SITTING AS THE COLUSA COUNTY IHSS PUBLIC AUTHORITY**
Approve 3rd Modification to **Refined Technologies** for IHSS software registry, effective July 1, 2022.

V. AUDITOR

1. Approve Special Claims.

VI. ASSESSOR

1. **SITTING AS THE COLUSA COUNTY BOARD OF EQUALIZATION**
Approve Stipulation Agreement (APN 005-440-022) in accordance with Section 1607 of the California Revenue and Taxation Code with Love's Travel Stop & Country Store, Application for Changed Assessment No. 22-03, located at 100 Marguerite St. Williams, CA. 95987.

VII. DISTRICT ATTORNEY

1. Approve out-of-state travel for DA Investigators Dave Salm and Nathan Hutson to attend the 53rd Annual California Homicide Investigators Association Conference in Las Vegas, NV August 23-26, 2022.

VIII. BOARD OF SUPERVISORS

1. Approve letter in opposition to AB1608 authored by Assembly Members Gipson and Weber regarding combining office of Coroner with Sheriff or Tax Collector.

2. Approve letter in opposition to AB1717 authored by Assembly Member Aguiar-Curry, expanding the definition of "public works" to include publicly

funded fuel reduction work, and thereby require payment of prevailing wage.

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XI. CLOSED SESSION/COUNTY ADMINISTRATIVE OFFICE

1. California Government Code Section 54956.8
   Conference with Real Property Negotiators
   Property: 620 Webster St., Colusa, California
   Property Owner: Ronald and Sandra Rector
   Negotiators: County Administrative Officer and County Counsel
   Under Negotiation: Potential Purchase and Related Items

ADJOURN

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approval of the May 10, 2022 Board of Supervisors meeting Minutes.

Approve the Minutes from the May 10, 2022 Regular meeting.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting on May 10, 2022 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- Minutes 05-10-22 (PDF)

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

Minutes

May 10, 2022

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 10th day of May 2022 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, Gary J. Evans and J. Merced Corona.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. Kley states that the business environment surrounding the County-owned Airport is becoming unfriendly and hostile due to the actions of County staff. He further states that there are a lot of issues and he hopes the Board takes this into consideration.

REPORT OUT OF APRIL 26, 2022 CLOSED SESSION

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Colusa County Superior Court Case Number CV24579. Counsel states directions was given to staff.

2. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case). Counsel states directions was given to staff.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Sacramento County Superior Court Case Number 34-2022-8000385 1-CU-WMGDS.

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

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

I. STAFF REPORTS

Mr. O'Neill announces the 5th annual Veteran's Car Show will be held this Saturday, May 14, 2022, at 10:00 a.m. at Memorial Park.

Ms. Gallo-Vasquez updates the Board on the upcoming elections.

Ms. Kelly gives an update on COVID-19.

Ms. Allen states that a press release was sent out regarding USDA's Declaration for the drought. She further states she is still waiting for a Declaration for the freeze.

CONSENT AGENDA

Chair Corona makes time for the approval of Consent Agenda Item No.'s 1 through 17.

Supervisors Carter and Ms. Tyler request Item No. 1 be pulled and considered separately.

Chair Corona requests Item No. 6 be pulled and considered separately.

Chair Corona so directs.

Approve Consent Agenda Item No.'s 2 through 5 and 7 through 17.

2. COMMUNITY DEVELOPMENT/ENVIRONMENTAL HEALTH DIVISION

Adopt **Resolution No. 22-013** to reauthorize the Environmental Health Division to submit applications for the Local Enforcement Agency CalRecycle Grant program.

3. HEALTH AND HUMAN SERVICES

Approve Contract No. **C22-072** Memorandum of Understanding (MOU) between the **Colusa County Department of Health and Human Services and the Colusa County Office of the District Attorney**, for reimbursement of cost associated with District Attorney Investigator participation in the Multidisciplinary Interview Center (MDIC).

4. PURCHASING AND PROCUREMENT/DISTRICT ATTORNEY

Approve Contract No. **C22-073** subscription services with **West Publishing Corporation through Thomson Reuters,** for on-line legal research platform, effective July 1, 2022.

5. BEHAVIORAL HEALTH

Approve revised Memorandum of Understanding (C21-226) between Colusa County Sheriff Office (CCSO), Colusa County Behavioral Health Services (CCBHS), Colusa Medical Center (CMC), City of Williams Police Department, City of Colusa Police Department, California Highway Patrol, and Sierra Mental Wellness establishing duties and responsibilities when dealing with citizens in psychiatric crisis and outlining the process of crisis resolution.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C22-074** 4th Modification to **Crestwood Behavioral Health, Inc**. for 24-hour skilled nursing facility care services, effective July 1, 2022.

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C22-075** with **Dr. Michelle Meshman, MD**, for psychiatric and preventative medicines services to consumers of Behavioral Health services, effective May 1, 2022.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C22-076** 1st Modification with **Gary Ernst** for Cost Accounting services, effective July 1, 2022.

10. PURCHASING AND PROCUREMENT/BLDG & GRND MAINTENANCE-BEH HEALTH

Approve Contract No. **C22-077** with **All Star Painting Inc.** for interior and exterior painting of the Behavioral Health Building located at 162 E. Carson Street, Colusa, CA.

11. PURCHASING AND PROCUREMENT/BLDG & GRND MAINTENANCE – BEH. HEALTH

Approve Contract No. **C22-078** with **G&S Carpet Mills Inc.,** for the removal and replacement of flooring at the Behavioral Health Building located at 162 E. Carson Street, Colusa, CA.

12. PURCHASING AND PROCUREMENT/BLDG & GRND MAINTENANCE - BEH. HEALTH

Approve Request for Bids, including plans, specifications and working details for the renovation of Cypress House located at 282 10th Street, Williams, CA.

13. APPOINTMENT/PRINCETON WATER WORKS DISTRICT

Appoint Kevin James (Dist. 5) to the Princeton Water Works District to serve a 4-year term effective May 10, 2022 through May 9, 2026. **(Application received: Kevin James)**

14. AG COMMISSIONER

Approve Contract No. **C22-079** annual agreement with **California Crop Improvement Association,** for services related to seed certification, effective July 1, 2022 and authorize the Agricultural Commissioner to sign on behalf of the County.

15. AG COMMISSIONER

Approve FY 22/23 Financial Plan for Wildlife Services (Trapper) with USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS), effective July 1, 2022.

16. CLERK RECORDER/ELECTIONS

Approve Contract No**. C22-080** 2nd Amendment to the agreement with the **California Secretary of State** to extend the existing voting system replacement contract to December 31, 2024, and authorize the CAO to sign and return the agreement amendment via DocuSign.

17. PURCHASING AND PROCUREMENT/PUBLIC HEALTH

Approve purchase of budgeted ultra-low freezer from Life Science Refrigeration in the amount of $10,191.20 for Public Health vaccine and authorize the Purchasing Agent to sign the Purchase Order.

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

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

Chair Corona makes time for Consent Item No. 1.

BOARD OF SUPERVISORS

1. Approve the April 26, 2022 Board of Supervisors Regular meeting Minutes as corrected.

Comments received by Ms. Tyler and Supervisor Carter.

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

Chair Corona makes time for Consent Item No. 6.

BEHAVIORAL HEALTH

6. Approve Contract No. **C22-081** Memorandum of Understanding between **Colusa County Department of Health and Human Services, Colusa County Probation Department, Colusa County Department of Behavioral Health and the Colusa County Office of Education** for Youth Center planning and operations.

Comments received by Mr. O'Neill, Ms. Tyler and Ms. Scroggins.

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

III. Chair Corona makes time for the adoption of a proclamation declaring May Mental Health Matters Month and reads same into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING MAY 2022 AS MENTAL HEALTH MATTERS MONTH

WHEREAS, Mental health challenges are one of the most common health conditions in California, affecting one out of six adults and impacting both the person experiencing mental health challenges and those persons who care and love the person facing the challenge;

WHEREAS, One out of every twenty-four Californian's with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population;

WHEREAS, every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help;

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

WHEREAS, Recovery can and does happen, and all Californians should know that support and help is available regardless of any individual's situation;

WHEREAS, creating a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health;

WHEREAS, Access to support and ending the stigma is of paramount importance;

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Colusa does herewith proclaim the Month of May "***Mental Health Matters Month"*** to enhance public awareness of mental health"

BEHAVIORAL HEALTH

1. Adopt Proclamation declaring May as Mental Health Matters Month.

Comments received by Mr. O'Neill.

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

IV. SHERIFF/OES

1. Adopt **Resolution No. 22-014** certifying continuance of local drought emergency.

Comments received by Lt. Jones.

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

V. HUMAN RESOURCES

1. Decline to recognize Juneteenth as an additional paid holiday.

Comments received by Ms. Church.

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

VI. AUDITOR

1. Approve Special Claims.

There were no Special Claims.

VII. COUNTY COUNSEL

1. Adopt **Ordinance No. 823** adding Section 4-14 to the Colusa County Code regarding Colusa County Sheriff's Department Military Equipment and Use Policy No. 709.

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

Comments received by Mr. Stout.

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

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustment No.'s IB033-IB035. **(4/5 vote required)**

Comments received by Ms. Moore.

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

IX. BOARD OF SUPERVISORS

1. Approve out of State travel for Supervisor Kent Boes and County Administrative Officer Wendy Tyler to attend the 2022 NACo Annual conference July 21-24, 2022 in Adams County, Colorado.

Comments received by Ms. Tyler.

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

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Carter

Meetings/functions attended:

- Colusa Groundwater Authority Board meetings and Interviews
- RCRC Board of Directors meeting and
- GSFA meeting
- GSCA Executive Committee meeting
- Middle & Upper Sac River Regional Flood Management Plan Coordination Committee meeting
- Candidates Night for Clerk-Recorder
- North Sac Valley IRMWP Board meeting
- NCWA Board Meeting
- Butte City Bridge Dedication
- LAFCo meeting
- NCWA Groundwater Management Task Force meeting
- Glenn Groundwater Authority Board meeting

Supervisor Boes

Meetings/functions attended:

- Transportation and Transit meeting

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

Budget Ad-Hoc meeting
Chamber of Commerce meeting
LAFCo meeting
Farm Bureau Local Bounty

Supervisors Smith
Meetings/functions attended:
Transportation and Transit meeting
Ambulance Ad-Hoc meeting
Candidates Night for Clerk-Recorder
CEDC meeting
ALUC meeting

Supervisor Evans
Meetings/functions attended:
Transportation and Transit meeting
Sites Authority meeting
Sites Land Use meeting
Water Participation District meeting
Water Conservation District meeting with Counsel
CEDC meeting

Supervisor Corona
Meetings/functions attended:
Agenda Review
California Police Officers Memorial
Honor Ride for Fallen Officer Lenehan
Key Note Speaker for Vacaville's First Responders Dinner
Tri-Counties Juvenile Facility meeting
Candidates Night for Clerk-Recorder
State Representative meeting for County issues
Ambulance Ad-Hoc meeting
Budget Ad-Hoc meeting

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states there will be a letter in opposition to AB1608 in the future regarding splitting the Sheriff and the Coroner's office. She further states there will also be a letter in opposition to AB1717 regarding prevailing wages. She states most Budgets have been submitted and Budget Ad-Hoc meetings will commence on May 23, 2022.

Supervisors Evans states HR 6366 sponsored by Senators Thompson and Garamendi would expand the National Monument to include Walker Ridge.

Chair Corona declares a recess at 9:53 a.m. to convene in Closed Session.

XII. CLOSED SESSION/COUNTY COUNSEL

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Sacramento County Superior Court Case Number 34-2022-8000385 1-CU-WMGDS.

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

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

Chair Corona adjourned the meeting at 12:01 p.m. to reconvene in Regular Session on May 24, 2022 at the hour of 9:00 a.m.

_____
J. Merced Corona, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: Minutes 05-10-22 (8407 : Approval of the May 10, 2022 Regular Meeting Minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Treasurer's Monthly Investment Report

Accept April 2022 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request
Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk
None

ATTACHMENTS:

- April 22 (PDF)
- Memo to the Board (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 05.24.22
AS OF 04.29.22

	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
AGENCY BONDS													
N/A													
Agency Total	-					-		-		-	0.00		0.0%
MUNICIPAL BONDS													
574348CB2	546,693.60	0.67%	0.881%	547,904.85		545,000.00		545,000.00	06/01/23	535,680.50			
574348CC0	703,494.93	0.87%	1.075%	705,005.00		700,000.00		700,000.00	06/01/24	671,426.00			
574348CD8	706,037.13	1.02%	1.275%	707,917.00		700,000.00		700,000.00	06/01/25	658,679.00			
797299LXO	673,234.35	0.85%	3.640%	698,221.80		615,000.00		615,000.00	10/15/25	621,838.80			
260888AD4	401,820.54	0.87%	0.972%	402,096.00		400,000.00		400,000.00	06/01/26	362,932.00			
130179KW3	863,024.06	1.51%	3.181%	878,528.00		800,000.00		800,000.00	04/01/27	775,136.00			
899141BB0	686,317.52	1.18%	2.713%	693,578.75		635,000.00		635,000.00	05/01/27	610,508.05			
260888AE2	605,336.23	1.20%	1.367%	606,030.00		600,000.00		600,000.00	06/01/27	541,086.00			
971252AB7	300,279.88	0.53%	0.720%	300,666.00		300,000.00		300,000.00	08/01/22	299,535.00			
971252AD3	231,355.22	0.73%	0.970%	231,729.60		230,000.00		230,000.00	08/01/24	218,164.20			
971252AH4	187,094.49	2.03%	2.220%	187,332.85		185,000.00		185,000.00	08/01/28	169,709.75			
971252AK7	268,582.84	2.38%	2.560%	268,906.10		265,000.00		265,000.00	08/01/30	241,195.05			
971252AL5	573,395.76	2.48%	2.660%	574,085.20		565,000.00		565,000.00	08/01/31	510,618.75			
797679CF2	261,099.32	2.20%	2.278%	261,175.20		260,000.00		260,000.00	03/01/28	240,609.20			
797669ZR2	3,185,659.93	2.00%	2.768%	3,188,047.50		3,025,000.00		3,025,000.00	07/01/31	2,820,570.50			
6723225N45	1,279,844.85	1.87%	2.061%	1,280,104.10		1,265,000.00		1,265,000.00	08/01/28	1,135,514.60			
38122NB35	12,311,611.10	1.87%	2.246%	12,312,952.55		12,000,000.00		12,000,000.00	06/01/29	10,643,760.00			
79739GPE0	717,321.81	2.07%	2.356%	717,276.00		700,000.00		700,000.00	07/01/31	607,432.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25		525,000.00		525,000.00	03/01/29	471,261.00			
13048VZT8	505,821.86	2.35%	2.511%	505,880.00		500,000.00		500,000.00	02/01/30	455,790.00			
13048VZU5	395,966.80	2.63%	2.661%	395,975.65		395,000.00		395,000.00	02/01/31	358,466.45			
055022AK3	1,168,878.53	2.42%	2.635%	1,168,906.00		1,150,000.00		1,150,000.00	08/01/30	1,016,669.00			
79770GJG2	2,052,020.00	2.21%	2.543%	2,052,020.00		2,000,000.00		2,000,000.00	08/01/30	1,761,860.00			
79739GPM2	254,235.67	2.04%	2.256%	254,220.00		250,000.00		250,000.00	07/01/30	220,002.50			
854434AH0	547,484.23	2.06%	2.340%	546,475.75		535,000.00		535,000.00	04/01/30	481,772.85			
38122ND33	1,894,375.83	3.77%	3.037%	1,876,660.00		2,000,000.00		2,000,000.00	06/01/32	1,750,100.00			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00		1,000,000.00		1,000,000.00	06/01/31	852,460.00			
Municipal Total	32,844,878.73			32,885,586.15		32,145,000.00		32,145,000.00		29,032,777.20			
Grand Total	**32,844,878.73**			**32,885,586.15**	-	**32,145,000.00**	-	**32,145,000.00**		**29,032,777.20**	-		21.4%
Interest Liability	(18,785.79)												
NET BOOK	32,826,092.94												
											(3,793,315.74)	Unrealized Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	66,137.94	0.520%	0.607%	
REC DIST 108	15,241.07	0.520%	0.607%	
REC DIST 1004	-	0.520%	0.607%	
COUNTY	70,100,000.00	0.520%	0.607%	
CCOE	50,300,000.00	0.520%	0.607%	
TOTAL LAIF	120,481,379.01			
CASH	414,327.27			78.4%
TOTAL LIQUID	120,895,706.28		**78.64%** Liquidity	0.3%
GRAND TOTAL	153,740,585.01			100.0%

INTEREST RECEIVED

Apr-2022	97,884.37	4/29/2022	Est. 0.30%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	Est. 0.20%
Oct-Nov-Dec 2021	76,723.82	11/30/2021	Est. 0.20%
July-Aug-Sept 2021	94,563.39	9/30/2021	Est. 0.25%
April-May-June 2021	126,583.56	6/30/2021	0.44%
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%
Oct-Nov-Dec 2020	199,902.21	12/31/2020	0.74%
July-Aug-Sept 2020	448,059.44	9/30/2020	1.87%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 78.62%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

memo

Colusa County Tax Collector

To: Board of Supervisors

From: Dan Charter

CC: Wendy Tyler, Cindy Dillard

Date: 05.03.22

Re: Unrealized losses

Comments: Feeling pressure in 2021 that liquidity was too high, we went from 10% to 21% invested. For month ended April 30, 2022 that leaves us with a 3.8 million dollar unrealized loss. On the bright side, the other 79% of the portfolio see yields going up. LAIF is up to .60% from .20%. As the Federal Reserve continues raising interest rates it could throw us into a recession. We will continue monitoring it very closely and not lock in rates until they peak.

Attachment: Memo to the Board (8114 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Appointment to the Williams Cemetery District

Appoint Dawn Nissen (Dist. 3) to the Williams Cemetery District to serve the remainder of an unexpired term effective May 24, 2022 through March 22, 2023. **(Application received: Dawn Nissen)**

Detailed Description/Background of request

On April 18, 2022, the Clerk's office received a notice of resignation from Ms. DeEtta Mayberry effective May 1, 2022. A notice of vacancy was published on April 21, 2022 and one application for appointment was received from Ms. Nissen. If appointed, Ms. Nissen would serve the remainder of the unexpired term effective May 24, 2022 through March 22, 2023.

Ms. Nissen has recently retired as the Secretary and Manager of the Williams Cemetery District but would still like to continue being involved with the Cemetery District. Ms. Nissen meets the requirement set by the Health and Safety Code 9022 requiring Trustees to be a voter within the District.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath to Dawn Nissen, PO Box 1228, Williams, CA 95987 and send letter to the Williams Cemetery District, PO Box 843, Williams, CA 95987.

ATTACHMENTS:

- 04-18-22 Letter of Resignation - Mayberry (PDF)
- 04-21-22 Notice of Vacancy - Williams Cemetery District.doc (PDF)
- 04-18-22 Application to Fill a Vacancy - Nissen (PDF)

RECEIVED
APR 18 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

April 14th, 2022

Colusa,California

Due to family health issues, I find it necessary at this time to submit my resignation as a member of the Williams Cemetery Board, effective May 1st, 2022.

I have found it to be a very gratifying experience to serve on this board over the years. The staff and members are an excellent team, which I will miss!

Sincerely,

DeEtta Mayberry

DeEtta Mayberry

Attachment: 04-18-22 Letter of Resignation - Mayberry (8349 : Appointment to the Williams Cemetery District)

LEGAL NOTICE

COUNTY OF COLUSA
NOTICE OF VACANCY

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors is soliciting applications to fill a vacancy to serve an unexpired term effective from date of appointment to March 22, 2023 for the following:

1 Vacancy – Williams Cemetery District

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

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

Applications are also available online at
www.countyofcolusa.com

Please submit applications by Friday, May 6, 2022

04/21/2022 - CCPR #2022-0491

Attachment: 04-21-22 Notice of Vacancy - Williams Cemetery District.doc (8349 : Appointment to the Williams Cemetery District)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp

RECEIVED
APR 18 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

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

NAME OF APPLICANT: Dawn Nissen

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: P.O. Box 1228 - 5928 Crawford

CITY: Williams

PHONE: 530-701-1920

E-MAIL: dnis@frontiernet.net

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

1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ **Notes:**

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

After 22 years of employment as secretary and office manager at the Williams Cemetery District, I will be leaving its employment as of June 30, 2022. I no longer wish to have the day-to-day duties in the office but wish to remain involved with the cemetery and the best way to do that is to serve on its board of trustees. I will be an active board member and I bring to the board all my years of knowledge regarding the cemetery in every realm. During my 22 years, I have been responsible for burials, recordkeeping, budgeting, grounds development, employee supervision and equipment procurement to name a few things.

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

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

Attachment: 04-18-22 Application to Fill a Vacancy - Nissen (8349 : Appointment to the Williams Cemetery District)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Appointments to the College City Cemetery District

Appoint Linda Aulgur to the College City Cemetery District, to serve the remainder of an unexpired term effective May 24, 2022 to February 20, 2024. **(Applications received: Linda Aulgur)**

Detailed Description/Background of request

Ms. Aulgur submitted an application to be appointed to the College City Cemetery District to serve the remainder of an unexpired term effective May 24, 2022 through February 20, 2024. There is currently one vacancy on the Board and one applicant.

Ms. Aulgur meets the requirement set by Health and Safety Code 9022 requiring Trustees be a voter within the District. Additionally, this vacancy was advertised in the newspaper of local circulation on March 3, 2022.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Linda Aulger, PO Box 92, Arbuckle, CA 95912, and to the College City Cemetery District, Attn: Carole Cain, 426 Johns School Road, Arbuckle, CA 95912.

ATTACHMENTS:

- 05-02-22 Application to Fill a Vacancy - Aulgur (PDF)
- 03-01-22 Notice of Vacancy - College City Cemetery District (PDF)

RECEIVED
MAY 02 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Melissa Kitts

From: noreply@civicplus.com
Sent: Monday, May 2, 2022 11:48 AM
To: Ann Nordyke; Melissa Kitts; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

Colusa County Board of Supervisors Application to Fill a Vacancy

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

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:	College City Cemetery District
NAME OF APPLICANT:	Linda Aulgur
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	126 Emmert Rd, Arbuckle, CA
Address2	PO Box 92
City	Dunnigan
State	CA
Zip	95937
PHONE:	916-768-1283
E-MAIL:	laulgur@frontier.com
SUPERVISORIAL DISTRICT:	1
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	My late husband served on the cemetery board and is now buried in College City. I would like to help my community by serving on this board and I will someday be buried in this cemetery also.

(Section Break)

Attachment: 05-02-22 Application to Fill a Vacancy - Aulgur (8379 : Appointment to the College City Cemetery District)

PIONEER REVIEW: Please Publish on Thursday, March 3, 2022
POSTED: At the Historic Courthouse on February 28, 2022

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill a vacancy to serve the remainder of an unexpired term from date of appointment to February 20, 2024 for the following:

1 Vacancy – College City Cemetery District

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

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

Applications are also available online at www.countyofcolusa.com.

Attachment: 03-01-22 Notice of Vacancy - College City Cemetery District (8379 : Appointment to the College City Cemetery District)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Ratify Equity Lease Agreement for one 2022 Ford Escape from Enterprise FM Trust for Behavioral Health Services

Ratify equity lease agreement of one 2022 Ford Escape vehicle from **Enterprise FM Trust** with a monthly payment of $452.61 for 60 months on behalf of Behavioral Health Services.

Detailed Description/Background of request

The department of Behavioral Health Services (BHS) has been waiting for delivery of a Nissan Rogue that was approved in February to add to their fleet. Currently, there is no estimated delivery date due to the supply chain issues within the auto industry. Enterprise and Purchasing have been in communication regarding the department's need for the additional vehicle. Enterprise contacted Purchasing with the availability of a 2022 Ford Escape that can be delivered by the end of this month.

This smaller SUV fits the profile of vehicles needed by the department. The department has approved acquiring this vehicle to add to their fleet. Due to the unpredictable availability of the Nissan Rogue, the pressing need that BHS has for additional vehicles and following some negotiation with Enterprise, the Purchasing Agent signed the equity lease agreement on May 5, 2022. Purchasing is requesting that the Board ratify the equity lease agreement that was signed by the Purchasing Agent.

Prior Board Action

Additional fleet equity leases with Enterprise FM Trust

Fiscal Impact/Funding Source

Budgeted (005-53198/53120/53250-713-0); monthly payment of $452.61 for 60 months.

Action for the Clerk

ATTACHMENTS:

- Q6363503 Ford Escape (PDF)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

Prepared For: County of Colusa
Gross, Angela

Date 05/05/2022
AE/AM BTS/MHH

Unit #
Year 2022 **Make** Ford **Model** Escape
Series SE 4dr Front-Wheel Drive
Vehicle Order Type In-Stock **Term** 60 **State** CA **Customer#** 570411

$ 27,378.34		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 431.01	*	Initial License Fee
$ 0.00		Registration Fee
$ 315.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 27,693.34		Total Capitalized Amount (Delivered Price)
$ 276.93		Depreciation Reserve @ 1.0000%
$ 114.16		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 391.09		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 33.17		Full Maintenance Program [3] Contract Miles 50,000 — OverMileage Charge $ 0.0400 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 33.17		**Additional Services SubTotal**
$ 28.35		Sales Tax 7.2500% **State** CA
$ 452.61		**Total Monthly Rental Including Additional Services**
$ 11,077.54		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quot apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Dark Earth Gray w/Unique Cloth Front Bu
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Ope End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the righ collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade business of the Lessee.

LESSEE County of Colusa
BY [signature] **TITLE** CAO **DATE** 5.5.2022

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Reba And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certa separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the dire of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q6363503 Ford Escape (8390 : Ratify Equity Lease Agreement for 2022 Ford Escape for BHS)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 140.
Pricing Plan Delivery Charge	C	$ 175.
Courtesy Delivery Fee	C	$ 0.
Total Other Charges Billed		$ 0.
Total Other Charges Capitalized		$ 315.
Other Charges Total		$ 315.

Attachment: Q6363503 Ford Escape (8390 : Ratify Equity Lease Agreement for 2022 Ford Escape for BHS)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

VEHICLE INFORMATION:

2022 Ford Escape SE 4dr Front-Wheel Drive - US

Series ID: U0G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$26,971	$28,095.00
Total Options	$227.34	$110.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$28,693.34**	**$29,700.00**

SELECTED COLOR:

Exterior:	YZ-(0 P) Oxford White
Interior:	4H-(0 I) Dark Earth Gray w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
4	Unique Cloth Front Bucket Seats	Included	Included
153	Front License Plate Bracket	NC	NC
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
4H_01	(0 I) Dark Earth Gray w/Unique Cloth Front Bucket Seats	NC	NC
51U	Mini Spare Wheel	$103.00	$110.00
996	Engine: 1.5L EcoBoost	Included	Included
ADJ2	Dealer Invoice Adjustment	$595.00	$0.00
FLADCR	Fleet Advertising Credit	$-480.00	$0.00
Fuel	Fuel Charge	$9.34	$0.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC3	SYNC 3 Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

Attachment: Q6363503 Ford Escape (8390 : Ratify Equity Lease Agreement for 2022 Ford Escape for BHS)

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
- Front Bumper Insert: black front bumper insert
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome surround grille
- Exhaust Tip: chrome tip exhaust

Convenience Features:
- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Access proximity key
- Valet Key: valet function
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: SYNC 3 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:
- radio SiriusXM AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off projector beam halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper

Attachment: Q6363503 Ford Escape (8390 : Ratify Equity Lease Agreement for 2022 Ford Escape for BHS)

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Attachment: Q6363503 Ford Escape (8390 : Ratify Equity Lease Agreement for 2022 Ford Escape for BHS)

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 181-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

Attachment: Q6363503 Ford Escape (8390 : Ratify Equity Lease Agreement for 2022 Ford Escape for BHS)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital

Approve 4th Modification to **BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital**, for hospital-based psychiatric inpatient services, effective May 1, 2022.

Detailed Description/Background of request

BHC Sierra Vista Hospital has provided County with hospital-based psychiatric inpatient services since 2008. Due to the number of previous modifications to the original agreement, a new contract C19-098 was executed on July 1, 2019. The first modification C19-174 was executed shortly thereafter as the negotiated rates between Sacramento County and the facility had not yet been approved. A second modification C20-053 & C20-162 was approved in September 1, 2020 for FY 20/21 for increased rates, to extend the term of the contract, and to add additional contract language. A third modification C21-176 executed on September 28, 2021 increased the contract amount to $150,000 per fiscal year, negotiated rates for FY 21/22, and extended the term to June 30, 2022.

Behavioral health is requesting fourth modification to increase the contract amount to $250,000 per fiscal year beginning May 1, 2022 (FY 21/22) due to unforeseen increased demand for services. Behavioral health also requests that the term of the contract be extended to June, 30, 2023.

Prior Board Action

C19-098, C19-174, C20-053, C20-162 and C21-176

Fiscal Impact/Funding Source

Budgeted: (003-55270-713-0) Support and Care of Persons

Action for the Clerk

Please obtain signatures and send to:
Attn: Business Development - Contracts
Sierra Vista Hospital, Inc.
8001 Bruceville Road

Sacramento, CA 95823

ATTACHMENTS:

- 4th Modification Sierra Vista Agreement (DOCX)
- C21-176 3rd Modification BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital (PDF)
- C20-162 2nd Modification BHC Sierra Vista Hospital (PDF)
- C19-174 1st Modification Sierra Vista (PDF)
- C19-098 Original Sierra Vista (PDF)

Fourth Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This Fourth Modification of a contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Visit Hospital, (Contractor), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

On July 1, 2019, the parties executed the First Modification (C19-174) to replace Attachment "B" with a new Rates for FY 19-20.

On September 1, 2020, the parties executed the Second Modification (C20-162) adding additional language and replaced Attachment "B" with a new Attachment "B" Rates FY 20/21.

On September 28, 2021 the parties executed the Third Modification (C21-176) extending the term through June 30, 2022, increase the compensation to the contractor and replaced Attachment B with a new Attachment B.

Modification

The parties agree to modify the Contract effective May 1, 2022 as follows:

1. Section 2, Term is modified to extend the term through June 30, 2023
2. Section 3, Compensation, is increased to Two Hundred Fifty Thousand dollars ($250,000).

COUNTY OF COLUSA

_____

J. Merced Corona, Chair

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

_____

, Deputy

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

_____

Tami Brooks, CEO, BHC Sierra Vista Hospital

APPROVED AS TO FORM:

_____

Richard Stout, County Counsel

Attachment: 4th Modification Sierra Vista Agreement (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

C21 - 176

Third Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This Third Modification for Hospital-Based Psychiatric Inpatient Services Contract is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

On July 1, 2019, the parties executed the First Modification (C19-174) to replace Attachment "B" with new Rates for FY 19/20.

On September 1, 2020, the parties executed the Second Modification (C20-162) adding additional language and replaced Attachment "B" with a new Attachment "B" Rates FY 20/21.

Modification

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

1. Section 2, Term is modified to extend the term through June 30, 2022.
2. Section 3, Compensation is increased to one hundred fifty thousand dollars ($150,000) for FY 21/22.
3. Section 22, Attachments, is modified by deleting Attachment "B"–Rate Agreement, and replacing with a new Attachment "B" – Rates FY21/22, attached hereto.

COUNTY OF COLUSA

Gary J. Evans Date: 9/28/21

Gary J. Evans, Board Chair

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

Melissa Kitts

Melissa Kitts, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

Tami Brooks Date: 2/3/22

~~Mike Zauner~~, CEO, BHC Sierra Vista Hospital
Tami Brooks

~~Ryan Quist, Ph.D., Director, Behavioral Health~~ Services *

~~Chevon Kothari~~, Director Department of Health Services *

* Signors are not Sierra Vista Parties.

Attachment: C21-176 3rd Modification BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital (8368 : 4th Modification BHC Sierra Vista Hospital

C21 - 176

ATTACHMENT "B"

RATE AGREEMENT
FISCAL YEAR 2021/2022

The following rate agreement for Fiscal Year 2021/2022 applies to the following contracts between Sacramento County and BHC Sierra Vista Hospital, Inc.:

- Contract #7202200-22014 (Children, Ages 0-21)
- Contract #77202200-22-004 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-22014
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

- Hospital Inpatient (Mode 05, Service Functions 10-18) $889/day
- Hospital Administrative Day* (Mode 05, Service Function 19) $660.66/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) $979/day

Short-Doyle Rates

- Hospital Inpatient without Psychiatric Support Services: $889/day
- Hospital Inpatient with Psychiatric Support Services: $979/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-22-004
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 33-64, served at a private, contracted free standing hospital:

Hospital Inpatient (all inclusive)	
(Mode 05, Service Functions 10-18)	$979/day
Hospital Administrative Day* Mode 05, Service Function 19)	$660.66/day

*Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued.

Attachment: C21-176 3rd Modification BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital (8368 : 4th Modification BHC Sierra Vista Hospital

Sierra Vista
HOSPITAL

Resolution by the Board of Trustees

The hospital Board of Trustees has determined that proposed contracts with California Counties for the delivery of psychiatric hospital services are in its best interest.

Be it resolved that the persons named below are authorized to negotiate and execute, on behalf of this corporation, said contract and any and all documents pertaining to these contracts, and to submit claims for reimbursement and other financial reports required by said contracts.

Furthermore, that the signatures recorded below are the true and correct signatures of the designated individuals.

AUTHORIZED TO EXECUTE CONTRACTS:

Title: Chief Executive Officer Name: Tami Brooks

Signature: TBrooks

AUTHORIZED TO SUBMIT CLAIMS:

Title: Chief Financial Officer Name: Vanessa Pack

Signature:

CERTIFICATION

I certify that I am the duly qualified representative of the Board of Trustees of Sierra Vista Hospital, a duly organized and existing Tennessee Corporation. The foregoing is a true copy of a resolution adopted by the Board of said corporation at a meeting legally held on November 30, 2021 (Date)

Name: Tami Brooks

Signature: TBrooks

Attachment: C21-176 3rd Modification BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital (8368 : 4th Modification BHC Sierra Vista Hospital

Ann Nordyke

From: Bonnie Briscoe
Sent: Friday, February 4, 2022 9:56 AM
To: Ann Nordyke
Subject: FW: Sierra Vista Hospital - Colusa County Agreement Renewal 2021
Attachments: BOT Resolution Signature Authority- Contracts 12-2021.pdf; Sierra Vista Contract 19-21 3rd Amendment - Ext 21-22 Rate FE.pdf

Hi Ann,

We received the below and the attached for Sierra Vista.

Have a good day.

Bonnie Briscoe
Fiscal Administrative Officer
Colusa County Behavioral Health
162 E. Carson Street
Colusa, Ca. 95932
530.458.0521

From: Gutierrez, Martin <Martin.Gutierrez@uhsinc.com>
Sent: Friday, February 4, 2022 9:44 AM
To: Jayro Pina <jpina@countyofcolusa.com>
Cc: Bonnie Briscoe <bbriscoe@countyofcolusa.com>
Subject: RE: Sierra Vista Hospital - Colusa County Agreement Renewal 2021

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

Hi Jayro,

It was great speaking with you earlier this week. I hope this e-mail continues to find you safe and well. The agreement was signed and executed yesterday. The executed copy was signed and returned to the Board of Supervisors address provided in the envelope via FedEx priority Overnight. Please note, the agreement was signed by Tami Brooks our Interim CEO you can find the Board of Trustees letter attached to this e-mail. Also as mentioned during our conversation, Ryan Quist and Chevon Kothari are not parties of Sierra Vista, but our Host County (Sacramento County) authority figures.

Let me know if you have any questions or if I can be of any assistance. Thank you for your patience on this matter.

Warm regards,

Martin Gutierrez | Director of Contract Management | Martin.Gutierrez@uhsinc.com | Office: (916) 288-0420| Mobile: (916) 317-8359 | Sierra Vista & Heritage Oaks Hospital | Sierra Vista Address: 8001 Bruceville Road, Sacramento, CA 95823 |Heritage Oaks Address: 4250 Auburn Blvd., Sacramento, CA 95841 | Book a Meeting

Attachment: C21-176 3rd Modification BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital (8368 : 4th Modification BHC Sierra Vista Hospital

C20 - 162

Second Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This Second Modification for Hospital-Based Psychiatric Inpatient Services Contract C19-098 is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

On July 1, 2019, the parties executed Contract C19-174 to replace Attachment "B" with new rates for FY 19/20.

The parties now want to modify the Contract to add additional language and update daily rates.

Modification

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

1. Section 5.A., Professional Ability of Contractor and Standards of Performance, is modified to read as follows:

   "Services shall be provided by Contractor without the advice, control or supervision of County, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed."

2. Section 22, Attachments, "B", Rates, is replaced with a new Attachment "B" Rate Agreement.

COUNTY OF COLUSA

Date: 9/1/20

Denise J. Carter, Board Chair

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

Date: 11/12/20

Mike Zauner, CEO

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By

Melissa Kitts, Deputy

Attachment: C20-162 2nd Modification BHC Sierra Vista Hospital (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

Attachment "B"

DocuSign Envelope ID: 70E24672-F91D-49D3-83BC-A73C117ACE75

RATE AGREEMENT
FISCAL YEAR 2020/2021

The following rate agreement for Fiscal Year 2020/2021 applies to the following contracts between Sacramento County and BHC Sierra Vista Hospital, Inc.:

- Contract #7202200-21-014 (Childen, Ages 0-21)
- Contract #7202200-21-004 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-21-014
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

• Hospital Inpatient (Mode 05, Service Functions 10-18)	$889day
• Hospital Administrative Day* (Mode 05, Service Function 19)	$597.34/day
• Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided)	$90/day

Short-Doyle Rates

• Hospital Inpatient *without* Psychiatric Support Services:	$889/day
• Hospital Inpatient *with* Psychiatric Support Services	$979/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-21-004
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

Hospital Inpatient (all inclusive) (Mode 05, Service Functions 10-18)	$979/day
Hospital Administrative Day* (Mode 05, Service Function 19)	$597.34/day

In agreement,

Mike Zaurer, CEO
BHC Sierra Vista Hospital, Inc.
6/26/20
Date

DocuSigned by:
Ryan Quist, PhD
3C6D186AF8E3453...
Ryan Quist, Ph.D.
Director, Behavioral Health Services
6/30/2020
Date

DocuSigned by:
[signature]
83503302DE2442D...
Peter Beilenson, MD, MPH
Director, Department of Health Services
6/30/2020
Date

**Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued.*

Attachment: C20-162 2nd Modification BHC Sierra Vista Hospital (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

Sierra Vista Hospital-2nd Mod.

04/1/20

Behavioral Health

C19 - 174

First Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This First Modification for Hospital-Based Psychiatric Inpatient Services Contract C19-098 is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

The parties now want to modify the Contract to replace Attachment "B" with a new rate sheet for Fiscal Year 19/20.

Modification

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

1. Attachment "B", Rates, is replaced with a new Attachment "B" Rate Agreement.

COUNTY OF COLUSA

Date: 9/24/19

Kent S. Boes, Board Chair

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

Date: 1/24/20

MIKE ZAUNER CEO

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By Patricia R

Patricia Rodriguez, Deputy Clerk

Attachment: C19-174 1st Modification Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

C19 - 174

Attachment "B"

RATE AGREEMENT
FISCAL YEAR 2019/2020

The following rate agreement for Fiscal Year 2019/2020 applies to the following contracts between Sacramento County and BHC Sierra Vista Hospital, Inc.:

- Contract #7202200-20-014 (Childen, Ages 0-21)
- Contract #7202200-20-004 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-20-014
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

- Hospital Inpatient (Mode 05, Service Functions 10-18) $793/day
- Hospital Administrative Day* (Mode 05, Service Function 19) $597.34/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) $90/day

Short-Doyle Rates

- Hospital Inpatient *without* Psychiatric Support Services: $793/day
- Hospital Inpatient *with* Psychiatric Support Services $883/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-20-004
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

Hospital Inpatient (all inclusive)
(Mode 05, Service Functions 10-18) $979/day
Hospital Administrative Day* (Mode 05, Service Function 19) $597.34/day

In agreement,

Mike Zauner, CEO
BHC Sierra Vista Hospital, Inc.
7/23/19
Date

Ryan Quist, Ph.D.
Director, Behavioral Health Services
7/24/19
Date

Peter Beilenson, MD, MPH
Director, Department of Health Services
7/31/19
Date

**Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued*

Attachment: C19-174 1st Modification Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

BHC Sierra Vista Hospital for Hospital-Based Psychiatric Inpatient Services

This contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with certain hospital-based psychiatric inpatient services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2019 and shall continue until June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed eighty thousand dollars ($80,000) per fiscal year as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

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. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "C" attached hereto and incorporated herein

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

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

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

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

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

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

    D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than one million dollars ($1,000,000) 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

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

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.

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

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

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

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

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

If to County:	Colusa County Department of Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attention: Director
If to Contractor:	BHC Sierra Vista Hospital, Inc. 8001 Bruceville Road Sacramento, CA 95823 Attention: CEO

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

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

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

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

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

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

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

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

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

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

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

A. Attachment "A" Scope of Service
B. Attachment "B" Rates
C. Attachment "C" Business Associate Addendum

COUNTY OF COLUSA

Date: 6/11/19

Kent S. Boes, Board Chair

BHC SIERRA VISTA HOSPITAL, INC.

Date: 8/14/19

Signature

Mike Zaunck CEO

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy Clerk

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

ATTACHMENT A

SCOPE OF SERVICE

In-patient psychiatric services shall include, but not be limited to, the following components as determined on a case-by-case basis:

1. AA & Cocaine Anonymous Meetings
2. Adjunctive Therapies
3. After Care Programs
4. Dietary Services and Consultations
5. Involuntary Patient Care
6. Psychiatric Acute & Intensive Care
7. Psychiatric Nursing Services
8. Recreational Services
9. Seclusion Room with Observation
10. Social Services
11. Family Therapy (Provided by employed staff person)
12. Clinical Laboratory Services
13. Drug Screening
14. Pharmacy Services

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

ATTACHMENT B

RATES

BHC SIERRA VISTA HOSPITAL, INC.

Children's Services

Medi-Cal Rates

Hospital Inpatient	$793/day
Hospital Administrative Day	$565.58/day
Inpatient Psychiatric Support Services	$90/day

Short-Doyle Rates

Hospital Inpatient *without* Psychiatric Support Services	$793/day
Hospital Inpatient *with* Psychiatric Support Services	$883/day

Adult Services (Ages 22-64)

Hospital Inpatient (all inclusive)	$979/day
Hospital Administrative Day	$565.58/day

Contractor's claim shall be limited to the fixed rate per day noted above. In the event the State Department of Mental Health sets a maximum allowable rate for inpatient care at a new rate, Contractor agrees Colusa County Behavioral Health shall pay the new rate. Colusa County Behavioral Health shall immediately notify Contractor in the event the State Department of Mental Health sets a maximum allowable rate for inpatient care at a new rate.

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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 BHC Sierra Vista Hospital, Inc. 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

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

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

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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

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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

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

legal responsibilities;

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

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

Miscellaneous

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

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

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

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

Attachment: C19-098 Original Sierra Vista (8368 : 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital)

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 3rd Mod to Aegis Treatment Centers

Approve 3rd Modification to **Aegis Treatment Centers, LLC** for medically assisted treatment for substance disorder services, effective July 1, 2022.

Detailed Description/Background of request

The Behavioral Health Department requests a modification to the contract with Aegis Treatment Centers, LLC. Aegis provides a Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) in Colusa County in accordance with the terms of this contract and California Regulations.

The contract was modified on 06/02/20 (C20-095) to extend the term through 06/30/22 and add reporting requirements. The contract was modified a second time on 10/26/21 (C21-194) to extend record keeping from 5 years to 10 years.

Behavioral health is requesting a third modification to extend the term of the contract through 06/30/2024, modify the compensation to reflect compensation per fiscal year, and further to modify the services to be performed by contractor.

Prior Board Action

C18-141approved August 7, 2018
C20-095 1st Mod approved June 2, 2020 and
C21-194 2nd Mod approved October 26, 2021

Fiscal Impact/Funding Source

Budgeted. $30,000 per fiscal year.

Action for the Clerk

Please obtain signatures and email to:
Susan Hoeflich at susan.hoeflich@pinnacletreatment.com
She will print out the agreement, sign and FedEx back to us. Make sure return information is with in the email that is sent to her.

ATTACHMENTS:

- 3rd Mod to C18-141 Aegis Treatment Centers (DOCX)

- C21-194 2nd Mod Aegis Treatment Centers, LLC (PDF)
- C20-095 1st Mod. Aegis Treatment Centers, LLC (PDF)
- C18-141 Aegis Treatment Centers LLC (PDF)

C22-_____

Third Modification of C18-141 for Mental Health Services

This Third Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

On July 1, 2021, the parties executed a Second Modification C21-194 modifying Contractor's Books and Records are required to be kept by the Contractor.

The parties now want to modify the Contract to extend the term, modify compensation and increase the scope of services provided.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 2, Term of the Contract is modified to extend the term of the contract from June 30, 2022 to June 30, 2024.
2. Section 3, Compensation is modified to read, "Compensation to be paid to Contractor shall not exceed $30,000 each fiscal year."
3. Section 21, Attachments, is modified by deleting Attachment D Services to be Performed in its entirety and replacing with a NEW Attachment D Services to be Performed, attached hereto.

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

AEGIS TREATMENT CENTERS, LLC

_____Date:_____
Victoria Blacksmith, CEO

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

_____
Melissa Kitts, Deputy

Attachment: 3rd Mod to C18-141 Aegis Treatment Centers [Revision 5] (8354 : Approve 3rd Modification Aegis Treatment Centers)

C22-_____

ATTACHMENT D

Services to be Performed

1. Contractor shall provide a Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for Colusa County residents in accordance with the terms of this Contract. A NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis. For the purposes of Section 51341.1(d)(1), "narcotic treatment program" does not include detoxification treatment.
2. Contractor shall provide Covered Services for eligible DMC beneficiaries in need of such services. Covered Services means DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, California Code of Regulations and shall include, among other things, NTP services:
    a. Federally approved medications for NTP
    b. Drug screening and other testing as appropriate
    c. Individual and Group counseling services regarding NTP approved medication maintenance
3. Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.
4. Contractor shall require DMC beneficiaries to provide proof of current Colusa County residency prior to billing County for treatment services provided under this program. Proof of current residency must be separate and distinct from Medi-Cal eligibility requirements and be from a reliable and verifiable source (i.e., public utility, municipality, homeowner or tenant records, federal or state records, financial or insurance documents).
5. Contractor shall submit an annual Performance Report to 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.
6. The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether 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 Contractors 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/AN communities within the county.

Attachment: 3rd Mod to C18-141 Aegis Treatment Centers [Revision 5] (8354 : Approve 3rd Modification Aegis Treatment Centers)

C21-194

Second Modification of C18-141 for Mental Health Services

This Second Modification of Medically Assisted Treatment for Substance Disorders Services Contract is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

On June 2, 2020, the parties executed a First Modification C20-095 to extend the term of the contract and add a reporting requirement.

The parties now want to modify the Contract to increase the time of record keeping requirement.

Modification

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

1. Section 6 and 6A, Contractor's Books and Records, is modified to increase the time records are required to be kept by the Contractor from five (5) years to ten (10) years.

COUNTY OF COLUSA

Gary J. Evans Date: 10/26/21

Gary J. Evans, Board Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

AEGIS TREATMENT CENTERS, LLC

Date: 11/17/2021

~~Victoria Blacksmith, CEO~~
SUSAN D. HOLTRICH, VP, MANAGED CARE

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

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C21-194 2nd Mod Aegis Treatment Centers, LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

Attachment: C21-194 2nd Mod Aegis Treatment Centers, LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

C20-095

First Modification of C18-141 for Mental Health Services

This First Modification of Medically Assisted Treatment for Substance Disorders Services Contract C18-141 is between County of Colusa (County), a political subdivision of the State of California, and Aegis Treatment Centers, LLC, (Contractor), a Delaware limited liability company.

Background

On July 1, 2017, the parties executed Contract C18-141 for medically assisted treatment for substance disorder services.

The parties now want to modify the Contract to extend the termination date and add a reporting requirement.

Modification

The parties agree to modify the Contract effective June 2, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2020 to June 30, 2022.

2. Attachment "D", Services to be Performed, add paragraph 5:

   5. Contractor shall submit an annual Performance Report to 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.

COUNTY OF COLUSA

Date: 6/2/20

Denise J. Carter, Board Chair

AEGIS TREATMENT CENTERS, LLC

Date: 7/16/2020

~~Alexander Dodd, CEO~~
Thaiphong Vo, In-House Counsel

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy

Attachment: C20-095 1st Mod. Aegis Treatment Centers, LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

C 18-141

Medically Assisted Treatment for Substance Abuse Disorders Services Contract

This Medically Assisted Treatment for Substance Abuse Disorders Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Aegis Treatment Centers, LLC (Contractor), a Delaware limited liability corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with medically assisted treatment for substance abuse disorders, as more specifically detailed in Attachment "D".

2. **Term:** This Contract shall begin on July 1, 2017 and shall terminate on June 30, 2020. This Contract may be extended for up to two (2) years as long as both parties agree to an extension by signing a written extension approved by the Board of Supervisors.

3. **Compensation:** Compensation to be paid to Contractor shall not exceed $60,000 ($30,000 each fiscal year). Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the Director of Behavioral Health. Contractor will provide County a completed IRS for W-9 before payments will issue from County. 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, including the date, time and duration of services provided.
      6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

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

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

C 18 - 141

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

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

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

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

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

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

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

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

violations of law by the other 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. Such insurance coverage shall have an effective date prior to or equal to the effective date of this Contract and continue coverage for a period of three (3) years after the expiration of this Contract and any extensions thereof. In lieu of maintaining post-contract expiration overage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after expiration of this Contract.

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

   D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to six (6) months 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

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

C18-141

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

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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:
Colusa County
Department of Behavioral Health
Attn: Director
162 E. Carson Street
Colusa, CA 95932

If to Contractor:
Corporate Office
Aegis Treatment Centers, LLC.
7246 Remmet Avenue
Canoga Park, California 91303

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

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

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

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

    A. Attachment "A" Reasons for Termination
    B. Attachment "B" Additional Requirements
    C. Attachment "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Gary J. Evans 8/7/18
Gary J. Evans, Board Chair — Date: 8/7/18

AEGIS TREATMENT CENTERS, LLC

Signature — Date: 8/24/18

ALEXANDER DODD CEO
Printed Name and Title

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

By Patricia R
Ann Nordyke, Deputy

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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ATTACHMENT A

REASONS FOR TERMINATION

1. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

2. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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ATTACHMENT B

ADDITIONAL REQUIREMENTS

1. No Unlawful Use or Unlawful Use of Messages Regarding Drugs

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, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

2. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

3. 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 certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

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

Subcontractor must report any security incidents or breaches of unsecured PHI to the Contractor. In accordance with 45 CFR Section 164.504€(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall provide an opportunity for the subcontractor to cure the breach. If a breach of unsecured protected health information affects fewer than 500 individuals, Subcontractor must complete a notice for a breach within 60 days of the end of the calendar year in which the breach was discovered. If a breach of unsecured protected health information affects 500 or more individuals, Subcontractor must notify the Secretary of the breach without unreasonable delay and in no case later than 60 calendar days from the discovery of the breach. Additionally, subcontractor must submit the notice for a breach.

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Exhibit 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 Addendum 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 Comfort Haven for the Elderly. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

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

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

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification,

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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 Behavioral Health with its current and updated policies;

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

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

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

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

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

(e) Business Associate may disclose protected health information for the proper management

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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 Behavioral Health.

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

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

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

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

Permissible Requests by Behavioral Health

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

Term and Termination

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

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by Behavioral Health, if Behavioral Health determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

the violation within the time specified by Behavioral Health. Behavioral Health may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

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

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

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

Miscellaneous

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

(b) Amendment. The Parties agree to take such action as is necessary to amend this

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

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

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

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

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ATTACHMENT D

Services to be Performed

1. Contractor shall provide a Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for Colusa County residents in accordance with the terms of this Contract. A NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis. For the purposes of Section 51341.1(d)(1), "narcotic treatment program" does not include detoxification treatment.
2. Contractor shall provide Covered Services for eligible DMC beneficiaries in need of such services. Covered Services means DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, California Code of Regulations and shall include, among other things, NTP services:
    a. Federally approved medications for NTP
    b. Drug screening and other testing as appropriate
    c. Individual and Group counseling services regarding NTP approved medication maintenance
3. Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.
4. Contractor shall require DMC beneficiaries to provide proof of current Colusa County residency prior to billing County for treatment services provided under this program. Proof of current residency must be separate and distinct from Medi-Cal eligibility requirements and be from a reliable and verifiable source (i.e., public utility, municipality, homeowner or tenant records, federal or state records, financial or insurance documents).

Attachment: C18-141 Aegis Treatment Centers LLC (8354 : Approve 3rd Modification Aegis Treatment Centers)

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Second Modification Sierra Mental Wellness Group

Approve 2nd Modification to **Sierra Mental Wellness Group** for after-hours crisis services, effective July 1, 2022.

Detailed Description/Background of request

Sierra Mental Wellness currently provides the County with after-hours crisis services in addition to advanced and ongoing training on 5150 procedures, interoperability, IT support and a local crisis supervisor.

Behavioral Health requests that "Attachment B" is replaced with an updated version to reflect current budgeted amount of $135,601 for FY 22/23. Behavioral Health is also requesting that the term of the contract be extended through 06/30/2023.

Prior Board Action

Original contract C20-177 executed 09/29/2020.
1st modification C21-105 was executed on 06/08/2021 to extend the term through 06/30/2022.

Fiscal Impact/Funding Source

Budgeted: (003-53180-713-0) $135,601

Action for the Clerk

Sierra Mental Wellness Group
406 Sunrise Avenue Suite 300
Roseville, CA 95661

ATTACHMENTS:

- 2nd Modificaiton Sierra Mental Wellness (DOCX)
- Attachment B Crisis Services FY 22-23 Rates (PDF)
- C21-105 1st Modification Sierra Mental Wellness Group (PDF)
- C20-177 Sierra Mental Wellness Group (PDF)

C___-_____

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

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

Background

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

On July 1, 2021 the parties executed the First Modification (C21-105) to extend the term of the contract to June 30, 2022.

The parties now desire to modify the agreement further extend the term and increase the rates.

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2022 to June 30, 2023.
2. Section 3, Compensation is modified to increase the compensation in an amount not to exceed One-hundred thirty-five thousand, six hundred-one dollars ($135,601.00) as detailed in Attachment "B".
3. Attachment "B" is deleted in its entirety and replaced with a new Attachment "B" Crisis Services Rates, attached hereto

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

SIERRA MENTAL WELLNESS GROUP

_____Date:_____
Signature

_____
Printed Name & title

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

by _____
Melissa Kitts, Deputy

Attachment: 2nd Modificaiton Sierra Mental Wellness [Revision 2] (8371 : Second Modification Sierra Mental Wellness Group)

C___-_____

Attachment: 2nd Modificaiton Sierra Mental Wellness [Revision 2] (8371 : Second Modification Sierra Mental Wellness Group)

ATTACHMENT B

SIERRA MENTAL WELLNESS GROUP
COLUSA COUNTY
CRISIS SERVICES
FY 22/23
(Revised 3/25/2022)

	PROPOSED 7/1/22-6/30/23			% of	Share	New	New
	Cost /HR	HOURS/ UNIT	Budget	Budget	OP Exp	Budget	Cost/HR
CRISIS SERVICES							
ON CALL	$ 5.86	6150	$ 36,009	34.85%	$ 5,086	$ 41,095	$ 5.94
ON CALL (HOLIDAYS)	$ 8.79	250	$ 2,197	2.13%	$ 310	$ 2,507	$ 8.92
ROLL OUT/FACE TO FACE	$ 65.84	325	$ 21,399	20.71%	$ 3,022	$ 24,421	$ 66.83
ROLL OUT/FACE TO FACE (HOLIDAYS)	$ 98.76	30	$ 2,963	2.87%	$ 418	$ 3,381	$ 100.26
TELEPHONE CONTACTS	$ 21.94	1250	$ 27,430	26.55%	$ 3,874	$ 31,304	$ 22.27
TELEPHONE CONTACTS (HOLIDAYS)	$ 32.93	45	$ 1,482	1.43%	$ 209	$ 1,691	$ 33.42
COMPUTER INPUT OF CLIENT DATA	$ 36.59	105	$ 3,842	3.72%	$ 543	$ 4,384	$ 37.14
LOCAL PROGRAM MANAGEMENT REVIEW AND APPROVAL			$ 8,000	7.74%	$ 1,130	$ 9,130	
TOTAL PERSONNEL EXPENSES			$ 103,321	100.00%	$ 14,592	$ 117,914	
Other Operating Expenses:							
ORIENTATION/TRAINING	$ 36.59	80	$ 2,927				
County share of EHR Implementation			$ 5,101				
INTEROPRABILITY SUPORRT			$ 4,064				
MILEAGE			$ 2,500				
TOTAL OPERATING EXPENSES			$ 14,592				
SUBTOTAL PROGRAM EXPENSES			$ 117,914				
PROGRAM FACILITATION/ADMINISTRATIVE FEE	15%		$ 17,687.03				
TOTAL EXPENSES			**$ 135,601**				

County share of Advanced Evaluation Training
Local Program Management

Notes:

Attachment: Attachment B Crisis Services FY 22-23 Rates (8371 : Second Modification Sierra Mental

C21-105

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

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

Background

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

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

Modification

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

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

COUNTY OF COLUSA

Date: 6/8/21

Gary J. Evans, Board Chair

SIERRA MENTAL WELLNESS GROUP

Date: 6-15-21

Signature

APPROVED AS TO FORM

David Prentice, Interim County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C21-105 1st Modification Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

Sierra Mental Wellness Group After Hours Crisis Services Contract

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

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

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

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

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

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

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

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

COUNTY OF COLUSA

Date: 9/29/20

Denise J. Carter, Board Chair

SIERRA MENTAL WELLNESS GROUP

Date: 10.6.20

Signature

JON KERSCHNER EXECUTIVE DIRECTOR

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

C 20-177

ATTACHMENT A
SCOPE OF SERVICES

A. Purpose

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

B. Principles

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

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

C. Responsibilities

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

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

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

ATTACHMENT B

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

ATTACHMENT "C"

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

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

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

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

Permissible Requests by Behavioral Health

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

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

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

Miscellaneous

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

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

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

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

Attachment: C20-177 Sierra Mental Wellness Group (8371 : Second Modification Sierra Mental Wellness Group)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **May 24, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Second Modification Traditions Behavioral Health**

Approve 2nd Modification to **Traditions Psychology Group, Inc. dba Traditions Behavioral Health** for Psychiatric services, effective July 1, 2022.

Detailed Description/Background of request

Behavioral Health is requesting a second modification to the contract with Traditions Behavioral Health which provides the County with psychiatric services.

A major component of the services that Behavioral Health offers the community is psychiatric evaluation for medication intervention and the follow up with those clients deemed to benefit from this course of treatment. The original contract (C21-119) executed on 06/22/2021 to supplement the in-house psychiatric services. A modification (C22-004) was executed 01/04/2022 increasing the compensation from $95,680 to $445,680 due to Behavioral Health's in-house psychiatrist's retirement in December 2021 which required services to be increased from 10 hours per week to 50.

This modification increases the psychiatrist's hourly rate from $250 per hour to $255 per hour for the upcoming fiscal year.

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Prior Board Action

C22-004 1st Mod approved January 4, 2022
C21-119 approved June 22, 2021

Fiscal Impact/Funding Source

The cost of $663,000 is budgeted and is offset by the salary and benefit savings of no longer having an in-house psychiatrist at Behavioral Health ($544,057), and additional Medi-Cal revenues.

Action for the Clerk

Traditions Psychology Group, Inc.
Attention: Gary A. Hayes, PhD
1580 First Street
Napa, CA 94559

ATTACHMENTS:

- Second Modification Traditions Psychology Group (DOCX)
- C22-004 1st Mod Traditions Psychology Group, Inc. dba Traditions Behavioral Health (PDF)
- C21-119 Traditions Psychology Group dba Traditions Behavioral Health (PDF)

C22-

Second Modification Staff Psychiatrist Services Contract (C21-+119)

This Second Modification of Staff Psychiatrist Services Contract (C21-119) is between Colusa County (County), a political subdivision of the State of California, and Traditions Psychology Group, Inc. dba Traditions Behavioral Health, a psychological corporation (:Contractor").

Background

On June 22, 2021, the parties executed Contract C21-119, for Contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

On January 4, 2022, the parties executed the First Modification (C22-004) increasing the Compensation, rate per hour and Attachment A Scope of Services to increase service hours per week.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 2, Term is modified to extend the term of the contract from July 1, 2022 to June 30, 2023.
2. Section 3, Compensation of the contract is modified to increase the contract to a total not to exceed amount of $663,000 per fiscal year and modify the rate per hour as follows:
    - $255 per hour for Board certified child psychiatrist and
    - $255 per hour for all other psychiatrist

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

TRADITIONS PSYCHOLOGY GROUP, INC. DBA TRADITIONS BEHAVIORAL HEALTH

_____Date:_____
Signature

_____
Printed Name and Title

Attachment: Second Modification Traditions Psychology Group (8399 : Second Mod Traditions Psychology Group Inc dba Traditions

C22-004

First Modification Staff Psychiatrist Services Contract (C21-119)

This First Modification of Staff Psychiatrist Services Contract (C21-119) is between Colusa County (County), a political subdivision of the State of California, and Traditions Psychology Group, Inc. dba Traditions Behavioral Health, a psychological corporation (:Contractor").

Background

On June 22, 2021, the parties executed Contract C21-119, for Contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

The parties now want to modify the contract to increase compensation and the amount of service hours worked per week.

Modification

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

1. Section 3, Compensation of the contract is modified to increase the contract to a total not to exceed amount of $445,680 and modify the rate per hour as follows:
   - $250 per hour for Board certified child psychiatrist and
   - $250 per hour for all other psychiatrist
2. Attachment "A", Scope of Services, is modified to increase service hours from 8 to 10 hours per week to 48 to 50 hours per week.

COUNTY OF COLUSA

Gary J Evans Date: 1/4/22

Gary J Evans, Board Chair

TRADITIONS PSYCHOLOGY GROUP, INC. DBA TRADITIONS BEHAVIORAL HEALTH

Signature Date: 1/10/22

KIM MARTINEZ, COO

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Melissa Kitts, Board Clerk

Attachment: C22-004 1st Mod Traditions Psychology Group, Inc. dba Traditions Behavioral Health (8399 : Second Mod Traditions Psychology

dba Traditions Behavioral Health

1/4/22

Behavioral Health

C21-119

Attachment: C21-119 Traditions Psychology Group dba Traditions Behavioral Health (8399 : Second Mod Traditions Psychology Group Inc dba

Staff Psychiatrist Services Contract

This Staff Psychiatrist Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Traditions Psychology Group, Inc., dba Traditions Behavioral Health, a psychological corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a psychiatrist currently licensed by the State of California and American Board of Psychiatry and Neurology as more specifically detailed in Attachment "A."

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

3. **Compensation:** County will pay Contractor compensation not to exceed $95,680, as provided for in Attachment "A." County shall compensate Contractor at the rate of $230 per hour for each actual unit of service provided. Contractor shall provide personnel to cover an average of 8 to 10 hours per week of services in consultation with the County's Mental Health Director regarding County's needs. County shall pay a recruitment fee that would be payable to Contractor if County were to hire the psychiatrist presented by Contractor. The recruitment fee is a not to exceed amount of $50,000 and only payable if County hires the psychiatrist directly and payable on the first day of employment or contracting relationship. 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) Include a summary of the services and dates provided.
   5) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

   A. Contractor's physicians who are licensed to perform the services and Contractor's

physicians shall have the sole discretion and control of the services and the manner in which they are performed.

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

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

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of ten (10) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of ten (10) years, or for any longer period required by law, from the date of termination or completion of this Contract.

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

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

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

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8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

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

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A: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. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than one million dollars ($1,000,000) 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.

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

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

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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.

C. **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.

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

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

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

13. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of

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California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

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

If to County:	Department of Behavioral Health 162 E. Carson Street Colusa, CA 95932 530.458.0520 Attention: Director
If to Contractor:	Traditions Psychology Group, Inc. 1580 First Street Napa, CA 94559 Attention: Gary A. Hayes, PhD (707) 258-8757

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

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

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

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

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the Subcontractor. Nothing in this Contract shall create any contractual relationship

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between County and Subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such Subcontractor unless otherwise required by law.

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

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

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

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

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

A. Attachment "A" Scope of Services
B. Attachment "B" Requirements
C. Attachment "C" Colusa County Business Associate Agreement

COUNTY OF COLUSA

Date 6/22/21

Gary J. Evans, Board Chair

TRADITIONS PSYCHOLOGY GROUP, INC. DBA TRADITIONS BEHAVIORAL HEALTH

Date: 7/7/2021

Signature

Gary A. Hayes PhD CEO

Printed Name and Title

APPROVED AS TO FORM

David Prentice, Interim County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy

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ATTACHMENT A

Scope of Services

A. Contractor shall provide through its registry a psychiatrist currently licensed by the State of California, and board certified in Psychiatry by the American Board of Psychiatry and Neurology. Such license shall be unrestricted by the California Medical Board at all times.

B. Contractor represents and warrants that the psychiatrist it furnishes to County is an employee of Contractor. Contractor shall provide personnel to cover an average of 8 to 10 hours per week of services in consultation with the County's Mental Health Director regarding County needs.

C. Contractor, through its personnel, agrees to provide direct psychiatric services as needed to supplement County's clinical staff in providing these services to clients of County Behavioral Health Department in accordance with community standards of care, clinical practices and reimbursement regulatory requirements. These services shall include:

1. Interviewing and examining clients and families to diagnose psychiatric problems and determine the type of psychiatric medical treatment needed and referring clients to appropriate sources of treatment and participating in individual and group therapy sessions, treatment planning, and case conferences.

2. Prescribing and dispensing medication to clients for psychiatric treatment and working in close collaboration with nursing staff serving agency clients. Advising the agency on policy and procedures which affect the medication clinic.

3. Monitoring and documenting progress in treatment, or other activities determined by the needs of the clients and the programs to which they are assigned according to the community standard of care and applicable federal, state and County laws, regulations, licensures/certifications, policies and procedures.

4. Preparing a variety of comprehensive records and reports and complete required paperwork such as physician's portion of disability evaluations, psychiatric evaluations, service plans, annual re-assessments, billings, and consent forms.

5. Participating in a variety of processes, meetings and programs such as the peer review process, the medication clinic staff meetings, the

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authorization of services staff meetings, the consortium meetings and the quality improvement/quality assurance program.

6. Providing psychiatric crisis services within the agency and the community and consulting with community organizations for psychiatric follow-up and support. Coordinating client care with other agency providers to develop a treatment plan.

7. Providing psychiatric services for dually diagnosed clients and participating in treatment reviews and service authorizations for the behavioral health department's mental health and drug and alcohol programs.

8. Participating in documentation changes including training related to electronic records and billing procedures.

9. Providing testimony for court proceedings related to County psychiatric clients. This service can be provided via telehealth and the time needed for testimony will be factored in when scheduling patients. If Contractor's psychiatrist provides telehealth services to jail inmates, County will allow ample time for sessions or follow-up.

10. When Psychiatrist provides services to adults, the appointment will be scheduled at intervals of 1 hour for initial evaluation and 30 minutes for follow up visits.

D. Contractor is precluded from billing for services performed under this agreement to any private or governmental third-party payers. The County is the only party that may bill and seek reimbursement from private or governmental third-party payers for the services performed by Contractor on behalf of County.

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ATTACHMENT B

Requirements

Contractor is a "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

Contractor, a group provider, shall comply with all specific terms and conditions of 1 through 17, inclusive.

1. Contractor shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

2. Contractor shall comply with all statutes and regulations governing the confidentiality of records.

3. Contractor shall maintain all governing records in compliance with all appropriate federal, state and local requirements.

4. Contractor shall comply with all Patients' Rights statutes and regulations.

5. Contractor shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.

6. Contractor shall maintain all necessary licensing and certification to perform under the scope of practice of Contractor.

7. Contractor shall comply with all credentialing activities as may be required by the County.

8. Contractor shall submit to County in a timely manner all required reports.

9. Contractor must meet all Department of Mental Health and Mental Health Provider selection criteria.

10. Contractor shall ensure that beneficiaries will receive the same level of care as provided to all other patients served.

11. Contractor shall not discriminate in the provision of services to beneficiaries on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

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12. Contractor shall maintain a log of any complaints or grievances of beneficiaries, including the date received and the date and nature of resolution. Contractor shall make all beneficiaries aware of the avenues of appeal available through County.

13. Contractor shall comply with all certification requirements to practice as an Organizational Provider of Specialty Mental Health Services and must meet all on-site certification criteria prior to certification and every 2 years thereafter.

14. Contractor shall submit an annual cost report to the County if providing services in addition to TBS.

15. Contractor shall insure all licensed staff possesses the proper and valid credentials.

16. Contractor agrees to that all staff providing TBS is trained to deliver behavioral interventions.

17. Contractor agrees to furnish health care services in accordance with CFR, Title 42, Sections 438.206-210.

18. Contractor will be providing a psychiatrist 8 to 10 hours per week to County to see County patients and not in Contractor clinics. Therefore all records, pre-authorizations, utilization review, facility licensing, logging of grievances and annual cost reporting will be done by County staff. The psychiatrist will be responsible for documenting the patient visits in the County EHR and that County will work with Contractor with the IT requirements so that the psychiatrist can access the EHR. Additionally, Contractor psychiatrist may be providing telehealth services to County jail inmates.

19. Time will be scheduled for administrative tasks related to patient care such as prescription reliefs, lab review and treatment team meetings.

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ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

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

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under

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the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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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

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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:

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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.

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COUNTY OF COLUSA, CA

2.10

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Ratify Purchase Order for Computer Equipment for Health and Human Services

Ratify Purchase Order 81104122022B replacing Purchase Order 81104122022 for computer equipment upgrades for Health and Human Services.

Detailed Description/Background of request

On April 12, 2022, the Board authorized the Purchasing Agent to sign Purchase Order 81104122022 in the amount of $55,590.21 to upgrade Health and Human Service computer equipment. After the purchase order was submitted to the vendor, NWN Corporation, Purchasing was contacted by the vendor that one of the monitors on the quote (HP EliteDisplay E243) had been discontinued. The vendor provided an updated quote with a replacement monitor. The difference between the two quotes is $1,755.91.

The Purchasing Agent signed the updated purchase order on May 4, 2022, in order not to delay the order any longer. Purchasing is requesting that the Board ratify purchase order 81104122022B in the amount of $57,346.91.

Prior Board Action

Approved PO 81104122022 on April 12, 2022

Fiscal Impact/Funding Source

Budgeted (005-57011-811-0)

Action for the Clerk

ATTACHMENTS:

- PO 81104122022B CalSAWS Comp Upgrade (PDF)

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

Purchase Order No.
81104122022B

PURCHASE ORDER

VENDOR	NWN Corporation
NAME	Tim Meade
ADDRESS	2969 Prospect Park Dr., Ste. 225
	Rancho Cordova, CA 95670
PHONE	800.660.0430

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
5/4/2022	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			SEE QUOTE DATED 5/4/2022 # Q-72775 COUNTY OF COLUSA SFF		53,088.03

SUBTOTAL	53,088.03
CA Sales Tax 7.25%	3,848.88
Shipping/Install	
E-Waste Fee	410.00
TOTAL	57,346.91

BASED ON ATTACHED QUOTE
CMAS CONTRACT #1-17-70-01B

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Wendy Tyler 5/4/22
Authorized by Date

Attachment: PO 81104122022B CalSAWS Comp Upgrade (8393 : Ratify Purchase Order for Computer Equipment for Health and Human



Innovation Delivered

NWN Corporation
2969 Prospect Park Drive
Suite 225
Rancho Cordova, CA 95670
Phone 800-660-0430
Fax 888-806-6637

Make Payable to:
NWN Corporation
PO Box 884611
Los Angeles, CA 90088

Q-72775-County of Colusa SFF
Current California MSIP

Quotes are Valid for 30 days from Quote Date

Statewide Sourced Desktop Contract
#1-17-70-01B
FEIN# 04-3532235

Quote To: Angela Gross
County of Colusa

Please include Accounts Payable contact on your Purchase Order

Quoted by: Cindi Martineau **SB/DVBE %** 1%
Email: artineau@nwnit.com
Date: 5/4/2022 **Subject to MSIP Control Set Change**

CORE	CLIN	Mfg Part #		QTY	Index	Discount	Unit Price	Extension
Y	102-C	**2G9Q0UP#ABA**	**HP 800 G6 SFF i7 16GB 500GB**	41	$ 2,388.00	64%	$ 859.68	$ 35,246.88
		8YM57AV	HP EliteDesk 800 G6 Small Form Factor PC					
		6ME13AV	ENERGY STAR Certified					
		192J5AV	Electronic TCO Certified labeling					
		8YM60AV	HP EliteDesk ENT20 SFF HS65W PLA260 Chassis					
		4YH35AV	OS Localization US					
		57S18AV	Windows 11 Pro 64 Downgrade Win 10 Pro 64					
		8YN48AV	Intel Core i7 10700 2.9GHz 8C 65W CPU					
		9XM30AV	16GB (1x16GB) DDR4 2933 DIMM Memory					
		8YM86AV	500GB 7200RPM 3.5in					
		1Y484AV	HP USB 320K Keyboard US					
		1Y482AV	HP Optical Wired Mouse USB					
		8YM95AV	HDMI Port v2					
		8YN76AV	No Included ODD					
		8YQ23AV	3/3/3 (material/labor/onsite) SFF Warranty US					
		8YN70AV	Single Unit (Small Form Factor) G6 Packaging					
		8YP83AV	HP 800 G6 SFF Country Kit US					
		3F687AV	Intel CML Core i7 vpro Label					
		1B8E0AV	3.5 BAY SATA Cable Kit					
			Substitutions					
		8YM95AV	HDMI Port v2	41	$ (14.00)	64%	$ (5.04)	$ (206.64)
			Additions					
N		8YN36AV	VGA Port v2	41	$ 9.00	50%	$ 4.50	$ 184.50
Y	1807-A	9VF99AA#ABA	HP E24 G4 FHD Monitor	41	$ 392.00	53%	$ 184.24	$ 7,553.84
N		169L0AA	HP E24mv G4 Conf FHD Monitor	41	$ 535.00	53%	$ 251.45	$ 10,309.45
				Hardware Sub-Total			$ 1,294.83	$ 53,088.03
			Non-taxable Items					
				PC Sub-Total			$ 1,294.83	$ 53,088.03
					Tax (7.25%)			$ 3,848.88
					E-Waste Fee		$ 5.00	$ 410.00
				TOTAL QUOTE PRICE				

Non-core items no longer required DGS-PD approval

Attachment: PO 8110412022B CalSAWS Comp Upgrade (8393 : Ratify Purchase Order for Computer

COUNTY OF COLUSA, CA

2.11

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 1st Amendment to TRIO Community Meals, LLC

Approve 1st Amendment to **Valley Services, LLC, dba TRIO Community Meals, LLC,** for food services to provided meals to senior nutrition program participants, effective May 1, 2022.

Detailed Description/Background of request

The County entered into a contract with Valley Services, LLC for provision of meals under the Senior Nutrition Program. This first modification extends the term of the agreement and increases the price per meal from $2.65 to $3.98.

Given the significant cost increase imposed by Valley Services for this renewal period it is the County's intention to seek competitive bids prior to this contract coming back up for renewal in 2023. Unfortunately, Purchasing was not made aware of the increase in time to conduct that process for this renewal period.

Prior Board Action

C20-178

Fiscal Impact/Funding Source

Budgeted - cost approximately $350,000 per year.

Action for the Clerk

Please email to Lisa Jackson Lisa.Jackson@triocommunitymeals.com for their signature. Please send copy to DHHS once executed.

ATTACHMENTS:

- County of Colusa Letter (PDF)
- Colusa County Amendment #1 2021-05-01 (PDF)
- C20-178 Valley Services, LLC dba TRIO Community Meals (PDF)

TRIO Community Meals

Nourishment through compassionate care.

[Small enough to care . . . Big enough to make a difference.]

January 26, 2022

Angela Bryson
County of Colusa

Dear Angela,

TRIO is honored to partner with you to provide a quality, low-cost food solution.

When the COVID-19 pandemic hit, it impacted the how we do business and how we live our lives. TRIO pivoted to ensuring that all our client's food service needs were met while being flexible to the ever-evolving climate. Unfortunately, the pandemic has drastically impacted the cost of doing business in a challenging manner that we have never experienced.

In this current state of hyperinflation, we are experiencing increases in food cost of 19.1%. Labor shortages have hit us hard resulting in much higher wages. Fuel cost is up 50% since last year, thus impacting transportation and delivery costs. Paper goods are in short supply resulting in a 20% – 25% increases. For example, Oliver trays which we use for almost every meal recently increased by 18%. We have not seen increases this drastic since 1982. The most recent CPI in November shows a 6.8% increase. This is truly unprecedented.

After much thought, TRIO must increase our price to you due to the hyperinflation costs we are experiencing. While we do not take this decision lightly, we must do this to continue to provide you food service.

This letter will serve as notice that we will increase your current price by 50% as of March 1, 2022. If you have questions or concerns about this increase price, please do not hesitate in reaching out to me.

Best Regards,

Lisa Jackson

Lisa Jackson
Regional Manager

Attachment: County of Colusa Letter (8402 : Amendment No. 1 TRIO Community Meals, LLC)

AMENDMENT #1 TO THE FOOD SERVICE PARTNERSHIP AGREEMENT

This Amendment is made and entered into by and between **County of Colusa** ("Client"), and **TRIO Community Meals, LLC,** ("Company") (collectively "the Parties").

WHEREAS, The Parties have entered into a certain Food Service Partnership Agreement (the "Agreement"), effective May 1, 2020

WHEREAS, Company, formerly Valley Services, LLC dba TRIO Community Meals, is now known as TRIO Community Meals, LLC;

WHEREAS, The Parties have agreed to extend with pricing adjustment the partnership; and

WHEREAS, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, The Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement is renewed for an additional year beginning May 1, 2022. This is the second renewal of the agreement that commenced May 1, 2020, with five (5) one (1) year renewals, ending April 30, 2026. Prices below are good through April 30, 2022.

2. **Price.** In consideration for services provided to the Client, Company will charge the Client as follows:

Meal Type: Meal Tray & Frozen Meals	Rate Per Meal, Plus Applicable Sales Tax
March 1, 2022 – April 30, 2023	$3.98

Company shall prepare an average of 1,500 meal trays and 150 frozen meals per week. If the average minimum falls below 1,500, rates will be renegotiated.

This Amendment is effective as of March 1, 2022. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

COUNTY OF COLUSA

Signature: _____

Name: J. Merced Corona

Title: Chairman

_____

TRIO COMMUNITY MEALS, LLC

Signature: _____

Name: John Kirk

Title: Managing Director

Date: _____

Attachment: Colusa County Amendment #1 2021-05-01 (8402 : Amendment No. 1 TRIO Community Meals, LLC)

FOOD SERVICE PARTNERSHIP AGREEMENT

This Food Service Partnership Agreement is made and entered into by and between **County of Colusa,** a political subdivision of the State of California ("Client"), and **Valley Services, LLC d/b/a TRIO Community Meals** ("Company") (collectively "the Parties").

1. TERM AND INTENT

1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide meals to the Client's senior nutrition program participants.

1.2 This Agreement shall commence on May 1, 2020 (the "Commencement Date") or sooner if mutually agreed upon in writing by both Parties. The Agreement will remain in effect through April 30, 2021. The Agreement shall automatically renew for five additional like periods, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

2.1. Accounting Period. Company's accounting calendar is based on an accounting cycle consisting of four (4) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.

2.2. Agreement. In order of precedence: (i) this Food Service Partnership Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company's Proposal and (iii) the Solicitation.

2.3. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Management Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.

2.4. Food Service. Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.

2.5. Food Service Facilities. Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office and storage areas.

2.6. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).

2.7. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.

2.8. Premises. The Company's food service facility (ies) located at 9255 Beatty Drive, Sacramento, CA 95826.

2.9. Products. Food, beverages, goods, merchandise, supplies.

2.10. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 :

practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.

2.11. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.

2.12. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.

2.13. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.

2.14. Utilities and Amenities. All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, and sewage disposal services.

3. FOOD SERVICES

3.1 Food Service. Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's senior nutrition program participants.

3.2 Program Specifications.

A. Meals.

1. Menus. Company reserves the right to make changes to items, portion sizes and pricing on an ongoing basis. Significant changes to portion sizes, offerings or pricing must be approved in writing by the Company prior to implementing such changes.
2. All meal plans shall meet or exceed the one-third daily Dietary Reference Intakes (DRIs) for persons' age fifty-one (51) and over as established by the Food and Nutrition Board of the National Academy of Science National Research Council.
3. Meal types:
   - i. Box Lunch
   - ii. Breakfast
   - iii. Lunch
   - iv. Snack
   - v. Shelf Stable
   - vi. Frozen
   - vii. Congregate
   - viii. Home-delivered

B. Locations. Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.

C. Hours. Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

D. Meal Shortages: In the event Company fails to deliver meals or portions of meals, or Company delivers food that is unwholesome, fails to meet specifications, or has been substituted without prior approval, the Client's representative shall note all discrepancies on the meal delivery ticket and the following procedures shall apply:

1. Alternate Vendor Procedures: The Client's representative shall procure the necessary items from an alternate vendor. Company will be responsible for establishing appropriate alternate vendors in the local area. All meals or portions of meals procured from alternate vendors must meet the one-third (1/3) DRIs.

2. Company will be responsible for alternate vendor bills. Supporting documentation must be submitted to Company for all such payments. The Client will submit to Company all requests for alternate vendor payments within thirty (30) days of occurrence.

E. Meal Credits: When meals or portions of meals cannot be replaced using an alternate vendor, Company will issue a credit to the Client for the meal based on the following allocation:

Food Grouping	Percentage of Meal Cost
Meat or Meat Alternative	41%
Fruit/Salad	15%
Milk	15%
Vegetable or Soup	10%
Dessert (other than fruit)	10%
Bread or Bread Alternative	5%
Margarine	2%
Condiments	2%

The allocation as stated above shall be adjusted with meal rates. Credits will be deducted from the Client's invoice. The Client will submit to Company all requests for credits within thirty (30) days of occurrence.

F. Closings: In the event the Client and/or the State or local government permanently closes a Serving Site/Delivery Point, the Client shall notify Company of the closing five (5) working days in advance. If five (5) working days' notice is not provided, the Client shall pay for the normal number of meals served at such closed Serving Site/Delivery Point, or accept menu substitutions which will allow Company to utilize food products which were purchased for the closed day.

In the event the Client and/or the State or local government temporarily closes a Serving Site/Delivery Point, the Client shall notify Company of the closing two (2) working days in advance. If two (2) working days' notice is not provided, the Client shall pay for the normal number of meals

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

ordered for such closed Serving Site/Delivery Point, or accept menu substitutions which will allow Company to utilize food products which were purchased for the closed day.

In the event a Serving Site/Delivery Point is closed due to inclement weather, acts of God, and/or other unforeseen emergencies, the Client shall not be responsible for payment for food to be delivered on said day if notice has been given to Company by 4:00 a.m. of the serving day. If necessary under these circumstances, Company may make menu substitutions on the following serving day, which shall be reported to the Client as soon as possible.

In the event inclement weather or any other act of God is predicted, Company may consult with the Client to determine if shelf-stable meals should be sent the day or days before such event is predicted to occur.

3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.

3.4 Cleaning. Company agrees to maintain conditions of sanitation and cleanliness. Company further agrees that Company's facilities and services shall at all times be available for inspection by an authorized person or persons designated by the Client.

3.5 Inventory. Company will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Company's option, (i) Company may remove and retain any remaining Product inventory or (ii) Client will purchase from Company, at Company's invoice cost, any remaining Product inventory.

4. EMPLOYEES

4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

4.2. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.

4.3. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.

4.4. Background Checks. Company shall conduct necessary background checks required by law.

4.5. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

5.1 Client Premises. The Premises for the distribution of meals shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises. Company shall use the Food Service Facilities for the purpose of preparing and serving meals to persons designated by the Client, and for no other purpose, except as may hereinafter be provided.

5.2 Client-Owned Equipment. Without limiting the foregoing, Client shall permit Company to use all of the Client's Food Preparation Equipment in the performance of Food Service. Any Food Preparation Equipment provided by Client shall be commercial grade, in good condition and shall be maintained, repaired and replaced by Client to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Company and Client shall inventory

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

Client's current Equipment within thirty (30) days after the Commencement Date. Company shall take reasonable care of all Client-owned Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit Client's obligation to maintain, repair and replace (as necessary) the Food Preparation Equipment. If Client fails to make necessary repairs or replacement to equipment within a reasonable amount of time, Company shall have the right to effect equipment repairs or replacements at Client's expense. Company shall retain title to equipment hereunder and shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section provided that once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client.

5.3 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.

5.4 Smallwares and Servicewares. At its own expense, Client shall furnish Company with the appliances, wares and equipment reasonably requested by Company including all Cooking Equipment, Smallwares and Servicewares.

5.5 Computer Software. Company will license products, software and maintenance for use in providing services in accordance with this Agreement. Company has procured a license to access and use Company's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for Client's Premises. Client agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production systems, and accounting systems, is owned by or licensed to Company. Client's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, Client shall have no right to access or retain any Company software or Confidential Information produced by that software.

6. LICENSES, PERMITS AND TAXES

6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.

6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.
In consideration for services provided to the Client, Company will charge the Client as follows: $2.65 per meal tray and frozen meal. This cost per meal is based upon certain assumptions and circumstances existing as of the date of this Agreement, including, but not limited to, the following: Company shall prepare an average of 1,500 meal trays and 150 frozen meals per week. The amount Client shall pay shall not exceed $150,000 for the current fiscal year, May 1, 2020 through April 30, 2021.

7.2 Payments Due and Late Payment Penalty. On or before the fifth (5th) day of each month, Company will bill the Client for the preceding month's charges. Company shall issue an invoice at the end of each Accounting Period showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.

7.3 Right to Offset. In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.

7.4 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

7.5 Future Pricing. Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

7.6 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

8. TERMINATION OF THE AGREEMENT.

8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.

8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.

8.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.

8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement.

8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

9. INDEMNIFICATION; INSURANCE

9.1 Insurance. Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.

A. Client Insurance. Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).

B. Company Insurance. Company shall procure and maintain the following insurance:

1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
2. Comprehensive General Liability Insurance, with limits of one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.

C. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.

9.2 Indemnification. Each Party agrees to provide the following indemnification:

A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.

B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

C20-178

10. GENERAL AGREEMENT TERMS

10.1 Confidentiality. Neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.

10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.

10.3 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.

10.4 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:

Colusa County Dept of Health & Human Services
Attn: Elizabeth Kelly - Director
251 E Webster St
Colusa, CA 95932

Valley Services, LLC
dba TRIO Community Meals
10 Canebrake Blvd., Suite #120
Flowood, MS 39232

10.5 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

C20-178

10.6 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.

10.7 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.

10.8 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.

10.9 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by California law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in California. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY.

10.10 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

10.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

10.12 Authority: Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

C20-178

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

COLUSA COUNTY DEPARTEMENT OF HEALTH AND HUMAN SERVICES

By: _____

Name: Denise J Carter

Title: Chairperson, Board of Supervisors

Date: 9/29/20

VALLEY SERVICES, LLC - dba TRIO COMMUNITY MEALS

By: _____

Name: John Kirk

Title: Managing Director

Date: 10-15-20

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

By _____ **.Deputy**
Melissa Kitts

Attachment: C20-178 Valley Services, LLC dba TRIO Community Meals (8402 : Amendment No. 1 TRIO Community Meals, LLC)

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

By _____, Deputy

TRIO COMMUNITY MEALS .COM

DHHS

COUNTY OF COLUSA, CA

2.12

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: 5th Modification to Colusa One Stop

Approve 5th Modification to **Colusa One Stop** for career exploration, development and job placement assistance for adult probationer, effective December 31, 2021.

Detailed Description/Background of request

The parties want to modify the Contract to extend the term for 2 years. Colusa One Stop will provide career exploration, job search, job skills assessments/development and job placement assistance to adult probationers..

Prior Board Action

C13-001
C13-268 1st Mod
C16-002 2nd Mod
C17-219 3rd Mod
C19-208 4th Mod

Fiscal Impact/Funding Source

Budgeted: 150-150-53180; fiscal impact shall not exceed $15,000 annually.

Action for the Clerk

Colusa One Stop,
Attn: Angie O'Canas Hernandez, Executive Director
144 Market Street
Colusa, CA 95932.

ATTACHMENTS:

- Fifth Modification Colusa One Stop (DOCX)
- C19-208 4th Modification Colusa One Stop (PDF)
- C17-219 3rd Modification Colusa One Stop (PDF)
- C16-002 2nd Modification Colusa One Stop (PDF)
- C13-268 1st Modification One Stop (PDF)
- C13-001 Colusa One Stop(PDF)

C22-_____

Fifth Modification of Contract C13-001

This Fifth Modification of Contract C13-001 for career exploration, development and job placement assistance for adult probationers is between County of Colusa (County), a political subdivision of the State of California, and Colusa One Stop (Contractor), a nonprofit organization.

Background

On January 8, 2013, the parties executed contract C13-001 for Career exploration, job search, job skills assessment/development and job placement assistance for adult probationers ("Contract").

On December 10, 2013, the parties executed the First Modification to the contract (C13-268) to extend the termination date to December 31, 2015.

On January 13, 2016, the parties executed the Second Modification to the contract (C16-002) to extend the termination date to December 31, 2017.

On December 31, 2017, the parties executed the Third Modification to the contract (C17-219) to extend the termination date to December 31, 2019 and increase the hourly rate to $32.00.

On December 31, 2019 the parties executed the Fourth Modification to the contract (C19-208) to extend the termination date to December 31, 2021.

Since December 31, 2021 Colusa One Stop has continued to provide services under the terms of the agreement and the parties wish to modify retroactively to extend the termination date.

Modification

The parties agree to modify the Contract effective December 31, 2021 as follows:

1. Section 2, Term, of the Contract is modified to extend the termination date from December 31, 2021 to December 31, 2023.

SIGNATURES FOLLOW ON PAGE 2

Attachment: Fifth Modification Colusa One Stop [Revision 1] (8369 : 5th Modificaiton to Colusa One Stop)

C22-_____

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

COLUSA ONE STOP PARTNERSHIP

_____Date:_____
Angie O'Canas Hernandez, Executive Director

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

by _____
Melissa Kitts, Deputy

Attachment: Fifth Modification Colusa One Stop [Revision 1] (8369 : 5th Modificaiton to Colusa One Stop)

C19-208

Fourth Modification of Contract C13-001

This Fourth Modification of Contract C13-001 for career exploration, development and job placement assistance for adult probationers is between County of Colusa (County), a political subdivision of the State of California, and Colusa One Stop Partnership (Contractor), a joint powers agency.

Background

On January 8, 2013, the parties executed contract C13-001 for Career exploration, job search, job skills assessment/development and job placement assistance for adult probationers ("Contract").

On December 10, 2013, the parties executed contract C13-268 to extend the termination date to December 31, 2015.

On January 13, 2016, the parties executed contract C16-002 to extend the termination date to December 31, 2017.

On December 31, 2017, the parties executed contract C17-219 to extend the termination date to December 31, 2019 and increase the hourly rate to $32.00.

The parties now want to modify the Contract to extend the term for two years.

Modification

The parties agree to modify the Contract effective December 31, 2019 as follows:

1. Section 2, Term, of the Contract is modified to extend the termination date from December 31, 2019 to December 31, 2021.

SIGNATURES FOLLOW ON PAGE 2

Attachment: C19-208 4th Modification Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

C19-208

COUNTY OF COLUSA

Date: 12/17/19

Kent S. Boes, Board Chair

COLUSA ONE STOP PARTNERSHIP

Date: 1-2-20

Lora Ceccon, Executive Director

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Melissa Kitts, Deputy

Attachment: C19-208 4th Modification Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

C17-219

Third Modification of Contract C13-001

This Third Modification of Contract C13-001 is between Colusa County (County), a political subdivision of the State of California, and Colusa One Stop (Contractor), a nonprofit organization.

Background

On January 8, 2013, the parties entered into contract C13-001 with Contractor to provide career exploration, job search, job skills assessments/development and job placement assistance to adult probationers.

On December 10, 2013, the parties entered into a first modification (C13-268) to extend the termination date to December 31, 2015.

On January 13, 2016, the parties entered into a second modification (C16-002) to extend the termination date to December 31, 2017.

The parties now want to modify the Contract to extend its term and hourly rate.

Modification

The parties agree to modify the Contract effective December 31, 2017, as follows:

1. Section 2 of the Contract is modified to extend the termination date from December 31, 2017, to December 31, 2019.

2. Section 3 of the Contract is modified to increase the hourly rate from $26.75 to $32.00.

COUNTY OF COLUSA

_____ Date: 12/12/17
Gary J. Evans, Board Chair

COLUSA ONE STOP

_____ Date: 1-3-18
Signature

Lora Ceccon, Executive Director
Printed Name and Title

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Melissa Kitts, Deputy

Attachment: C17-219 3rd Modification Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)



Second Modification of C13-001

This Second Modification of Contract C13-001 is between the County of Colusa ("County"), a Political Subdivision of the State of California, and Colusa One Stop ("Contractor"), a non-profit organization.

Background

On January 8, 2013, the County of Colusa entered into contract C13-001 with Contractor to provide career exploration, job search, job skills assessments/development and job placement assistance to adult probationers. A copy of the contract is on file with the Office of the Colusa County Board Clerk, and is incorporated into this second modification by this reference.

On December 10, 2013 the parties modified the contract (C13-268) to extend the termination date to December 31, 2015. A copy of the first modification is on file with the Office of the Colusa County Board Clerk, and is incorporated into this second modification by this reference.

The parties now wish to modify Section 2 (Time of Performance) of the contract to extend the term of the contract so it ends on December 31, 2017.

Modification

Section 2 of the contract is modified to change the ending date of the contract from December 31, 2015 to December 31, 2017.

Construction

All other terms and conditions of the contract shall remain in full force and effect.

This second modification is executed in Colusa, California on this 12th day of January, 2016.

SIGNATURES TO FOLLOW ON PAGE 2

Attachment: C16-002 2nd Modification Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

COUNTY OF COLUSA

Mark D. Marshall, Board Chair

Colusa One Stop

Signature

Lora Ceccon, Executive Director
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel 1/13/2016

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

By Ann Nordyke
Ann Nordyke, Deputy

Attachment: C16-002 2nd Modification Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

Colusa One Stop

C16-002
1/12/16
Probation

AGREEMENT TO RENEW AGREEMENT BETWEEN COLUSA ONE STOP AND THE COUNTY OF COLUSA

This Agreement to Renew Agreement Between Colusa One Stop and the County of Colusa ("Renewal Agreement") is entered into December 31, 2013 by and between the County of Colusa ("County") and Colusa One Stop ("Contractor")

I. RECITALS

A. On January 8, 2013 County entered into an agreement (C13-001) with Contractor to provide career exploration, job search, job skills assessments/development and job placement assistance to adult probationers. ("Agreement")

B. The Agreement has a termination date of December 31, 2013.

C. The Agreement has a renewal provision that allows it to be renewed from year-to-year, upon the written agreement of County and Contractor.

D. County and Contractor want to renew the Agreement for one (1) year with its same terms and conditions.

II. AGREEMENT TO RENEW

1. County and Contractor agree to renew the Agreement for an additional one (1) year term. The renewed Agreement will now terminate on December 31, 2015.

2. All other terms and conditions in the Agreement shall remain unchanged.

COUNTY OF COLUSA

By _____
Denise Carter, Chairperson
Colusa County Board of Supervisors

Date: 12-10-13

CONTRACTOR

By _____

Title _____

Date: _____

Attachment: C13-268 1st Modification One Stop (8369 : 5th Modificaiton to Colusa One Stop)

C _____

Attest:
Kathleen Moran, County Clerk
And Ex-Officio Clerk to the

By _____

Approved as to form:

_____
Colusa County Counsel

Attachment: C13-268 1st Modification One Stop (8369 : 5th Modificaiton to Colusa One Stop)

Colusa One Stop

C13-001
1-8-13
Probation

AGREEMENT
BETWEEN THE COUNTY OF COLUSA AND COLUSA ONE STOP

THIS AGREEMENT is made and entered into **January 8, 2013** by and between the County of Colusa, a political subdivision of the State of California ("County") Colusa One Stop ("Contractor").

1. **Services to Be Performed:** Contractor agrees at his/her own expense to furnish all equipment, labor and materials necessary to provide career exploration, job search, job skills assessments/development, and job placement assistance to eligible AB 109 and 678 adult probationers and all adult probationers, as more specifically detailed in the attached Exhibit "A."

2. **Time of Performance:** This project shall begin on the date set forth above and continue until December 31, 2013. The agreement may be renewed from year-to-year on written agreement of the parties. Contractor shall not be responsible for delays caused by factors beyond his/her control provided that approval for any extended time of performance has been first approved by the County.

3. **Compensation:** Contractor shall be paid $26.75 per hour for all time spent in the performance of this Agreement, provided that Contractor shall annually be paid no more than $15,000.00. Any payment by County shall not be deemed a waiver of defects, even if such defects were known to the County at the time of payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the Chief probation Officer describing the work, the charge for the work, and date the work was performed. Contractor shall provide County a completed IRS form W-9 before payments will issue from County. The County will pay the invoice within 30 days of the receipt following normal claims handling procedures.

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

Acceptance of work by the County does not operate to release

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

Contractor from any responsibility to perform work to professional and/or trade standards.

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

6. Contractors Books and Records:

a. 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, from the date of final payment to Contractor under this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement 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 Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement 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 the 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 Agreement.

d. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of 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.

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

7. **Independent Contractor:** Nothing contained herein or any document executed in connection herewith, 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 Agreement; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Agreement. Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraphs 3 and 4 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

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

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

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

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

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

9. **Indemnity and Liability:** The County shall not be liable for any damages or injuries caused under this agreement.

   a. Contractor agrees to protect, defend, indemnify and hold harmless the County, its officers, agents, employees and volunteers from and against any and all claims, demands, causes of action of every kind and character, losses, damages, injuries, and/or liability, including without limitation the amounts of judgments or contribution thereon, penalties, interest, court costs, legal fees and all other expenses, any and all costs and expenses in connection therein, occurring or in any way incident too, in connection with or arising directly or indirectly out of this Agreement;

   b. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense;

   c. Contractor agrees to bear all costs and expenses related to any claims, demands, or suit even if the claims, demands, or suit are groundless, false or fraudulent; and

   d. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge, in any way, Contractor's liability but is intended solely to provide for indemnification of County, its officers, agents, employees or volunteers from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this Agreement.

10. **Insurance:** Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, 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 his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors'

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the County at least thirty (30) days prior to such change.

b. **General Liability Coverage**. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such insurance coverage shall have an effective date prior to or equal to the effective date of this Agreement and continue coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration overage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after expiration of this Agreement.

c. **Professional Liability Insurance (Errors and Omissions)** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

d. **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 Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

e. **Policy Endorsements**. All insurance(except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance:

   i. Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Agreement;

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

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

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

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

vi. Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this agreement; and

vii. 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 the County before work is begun. At the 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 agreement, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Agreement. Issuing a notice to proceed shall not waive the County's right to strictly enforce the insurance requirements of this Agreement.

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

11. Compliance with Laws:

a. **Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Agreement.

b. **Safety Training:**

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CALOSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Agreement shall require each subcontractor working with employees to comply with the requirements of this section.

c. **Child, Family and Spousal Support reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

d. **Energy Conservation:** Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation Plan (Title 24 of the California Code of regulations).

e. **Nondiscrimination:**

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et.seq.), the Fair Employment Housing Act (California Government Code sections 12900, et.seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

If to County:
County of Colusa
William E. Fenton
Chief Probation Officer
Probation Department
532 Oak Street
Colusa, CA 95932

If to Contractor:
Lora Ceccon, Executive Director
Colusa One Stop
144 Market Street
Colusa, CA 95932
530-458-0326

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

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

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

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

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

19. **Execution**: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the 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 Agreement shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor unless otherwise is required by law.

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

C1_-_____

21. **Termination**: This Agreement may be terminated for the reasons stated below:

    a. Immediately for cause if either party fails to perform its responsibilities under this Agreement, in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Agreement. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

    b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or

    c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Agreement.

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

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

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

    Program Services Proposal

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

C13-001

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

COUNTY OF COLUSA

Gary J. Evans, Board Chair

APPROVED AS TO FORM:

By
County Counsel

CONTRACTOR

Lora Ceccon
Executive Director

ATTEST: KATHLEEN MORAN
County Clerk Recorder and ex officio Clerk to the Board of Supervisors

By

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

EXHIBIT "A"

TO: William Fenton, Chief Probation Officer

FROM: Lora Ceccon, Executive Director

DATE: November 7, 2012

SUBJECT: Program Services Proposal

Services will be provided on a one-on-one basis to the Public Safety Realignment population at the Colusa County Day Reporting Center. Cost of services not to exceed $15,000 per year for provision of career exploration, job search, job skills assessments/development, and job placement assistance to eligible AB 109 and 678 adult probationers.

- Career Exploration – Clients will be assisted in accessing computer programs for career interest assessments and labor market trends/demands. They will be guided in researching high demand occupations in the local and regional area, and requirements necessary to enter their chosen occupation.
- Job Search Process – Staff-assisted job search includes all aspects of "finding a job". Clients will be introduced to an organized method of seeking work. Job search methods to include researching potential employers and identifying those that may be a good fit for the client, conducting cold calls, volunteering, networking, internet job postings, job fairs, employment agencies, and direct referrals to employers.
- Job Attainment - Clients will be provided guidance on all aspects of job attainment including; completing an application, preparing a resume and cover letter, participating in job interviews, dressing appropriately, following-up (thank you letters) and employer expectations.
- Assessments – Clients will be introduced to a variety of online self-assessment sites and assisted in determining those assessments most beneficial for their needs. Assessments are an important tool in providing information to assist the client in determining the best career path. Clients will be provided access to free on-line personality and life skills assessments. Additionally, clients may be referred for a more in-depth learning disability evaluation conducted by a licensed clinician. A written summary of the evaluation will be provided for those referred. The summary will assist in determining participant's capabilities, attainable goals and outcomes needed for long-term success.

144 & 146 Market Street, Colusa, California 95932 • (530) 458-0326 Fax: (530) 458-0335 or (530) 458-5553

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

Other services may be provided as need is determined and include the following.

- GED – Assisting clients in attaining their GED by providing access to websites/workbooks in preparation of GED testing.
- Workforce Academy – An eight week Life Skills Workshop held in the Colusa County One-Stop computer lab. The instructor is bilingual and provides instruction four hours per day, four days per week. Workshop activities are supplemented with presentations and additional curriculum from local subject-area experts, including substance abuse, mental health, credit repair, budgeting, banking, nutrition, dress for success and personal hygiene. Fundamental life skills instruction, including self-care and healthy lifestyle development, is incorporated throughout the curriculum.
- ESL – Staff can assist those needing access to English as a Second Language services. Programs are available through the Colusa One-Stop (computer lab) or assistance can be provided in accessing other on-line ESL programs.
- Community Services – Staff can assist clients in accessing community services available through the Colusa County One-Stop including Home Energy Assistance, Cal Fresh (Food Stamps Program), and Housing Assistance.
- Workforce Investment Act Program - Staff may provide WIA services to eligible/suitable Public Safety Realignment participants. Services may include development of Individual Service Strategies that identify the employment goal, achievement objectives and services to help the participant to succeed. Training services may also be available to the client population and may include; occupational skills training, on-the-job training, private sector training programs, skill upgrading and retraining, Job/Work readiness training, adult education and literacy activities and customized training.

The Colusa County One-Stop is responsible for the implementation of the Federal Workforce Investment Act program for the County of Colusa. Colusa is part of the four-county North Central Counties Consortium (NCCC) with administrative offices in Yuba City, CA. In addition to WIA funds, NCCC submits applications for special project funding to serve specific populations such as the AB 109 and SB 678 adult probationers, when available.

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

Attachment: C13-001 Colusa One Stop (8369 : 5th Modificaiton to Colusa One Stop)

Colusa One Stop

1-8-13

Probation

COUNTY OF COLUSA, CA 2.13

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Sheriff

FROM: Mathew Purcell

SUBJECT: 2022/2023 Resolution for Off-Highway Vehicle Law Enforcement Grant Application

Adopt a Resolution authorizing the Sheriff to receive grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program and to accept any awarded funds subject to Board approval.

Detailed Description/Background of request

The Office of the Sheriff conducts on-going Off-Highway Vehicle (OHV) law enforcement activities, including but not limited to education, preservation of natural resources, and protection of habitat. OHV patrols are conducted in the western mountainous area of Colusa County that traverses approximately 160,000 acres of public lands. The Sheriff's Office has the primary or concurrent law enforcement responsibility in this area. The OHV riding area continues to be used as one of the largest OHV areas in Northern California, experiencing in excess of 1,000 riders on heavy use days. The Sheriff's Office is the primary first responder to OHV accidents, with Sheriff's Deputies providing basic life support for victims. The grant provides the Sheriff's Office with funding to effectively continue patrolling this area and providing various services to the OHV community.
The Colusa County Sheriff's Office will be applying for the 2022/2023 OHV Law Enforcement grant in the amount of $50,777.50 with a 27% cost match of $19,192.50 for a total amount of $69,970.00.

Prior Board Action

A Resolution has been adopted by the Board for the OHV grant every year for the past several years, including last year's Resolution 21-012.

Fiscal Impact/Funding Source

The fiscal impact is $69,970.00. Grant funds will account for $50,777.50. The County's cost match will be $19,192.50. The matching fund source will be Off-Highway Vehicle License Fee in-lieu fund (Special Revenue Fund- 02132).

Action for the Clerk

A) Signature requirements- On Resolution only: Board Chair, County Counsel, Clerk of the Board.

B) Please return two certified copies of Signature Resolution to Sgt. Mathew Purcell for preliminary grant application submission.

ATTACHMENTS:

- Board of Resolution (DOCX)
- Location Map 2022 (DOCM)
- G22 Preliminary Grant (PDF)
- General Application Requirements (PDF)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SHERIFF TO RECEIVE GRANT FUNDING FROM THE OFF-HIGHWAY VEHICLE GRANT OR COOPERATIVE AGREEMENT PROGRAM AND TO ACCEPT ANY AWARDED FUNDS SUBJECT TO BOARD APPROVAL

WHEREAS, the California Public Resources Code section 5090.50 et seq. provides for the development and implementation of a grant and cooperative agreement program to support the planning, acquisition, development, maintenance, administration, operation, enforcement, restoration, and conservation of trails, trailheads, areas, and other facilities associated with the use of off-highway motor vehicles, and programs involving off-highway motor vehicle safety or education (Grant);

WHEREAS, the Off-Highway Motor Vehicle Division within the California Department of Parks and Recreation is delegated with the responsibility to administer the program which provides the grants;

WHEREAS, the California Public Resources Code section 5090.50(b)(3) and the California State Parks Off-Highway Motor Vehicle Recreation Division Grants and Cooperative Agreements Program Regulations, regulation 4970-12(a), provides funding to local law enforcement agencies for protection of life and property, related to Off-Highway Motor Vehicle Recreation and motorized access to non-motorized recreation; and

WHEREAS, the California State Parks Off-Highway Motor Vehicle Recreation Division Grants and Cooperative Agreements Program Regulations regulation 4970.05.1(l) requires that all city, county and District Applicants shall submit a governing body resolution providing approval to receive Grant funding from the OHV Trust Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Colusa County Sheriff, on behalf of the County, is authorized to apply to the California Department of Parks and Recreation Off Highway Motor Vehicle Recreation Division for grant funds for continued law enforcement services associated with the use of off-highway motor vehicles, and programs involving off highway motor vehicle safety and education.

BE IT FURTHER RESOLVED, the Sheriff is authorized to negotiate, execute and submit all documents needed to complete the grant fund application process on behalf of the County.

BE IT FURTHER RESOLVED, the Sheriff is authorized to accept any awarded grant funds, subject to Board approval, which shall only be used in accordance with the grant and the law.

//
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Attachment: Board of Resolution [Revision 1] (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

PASSED AND ADOPTED this __ day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

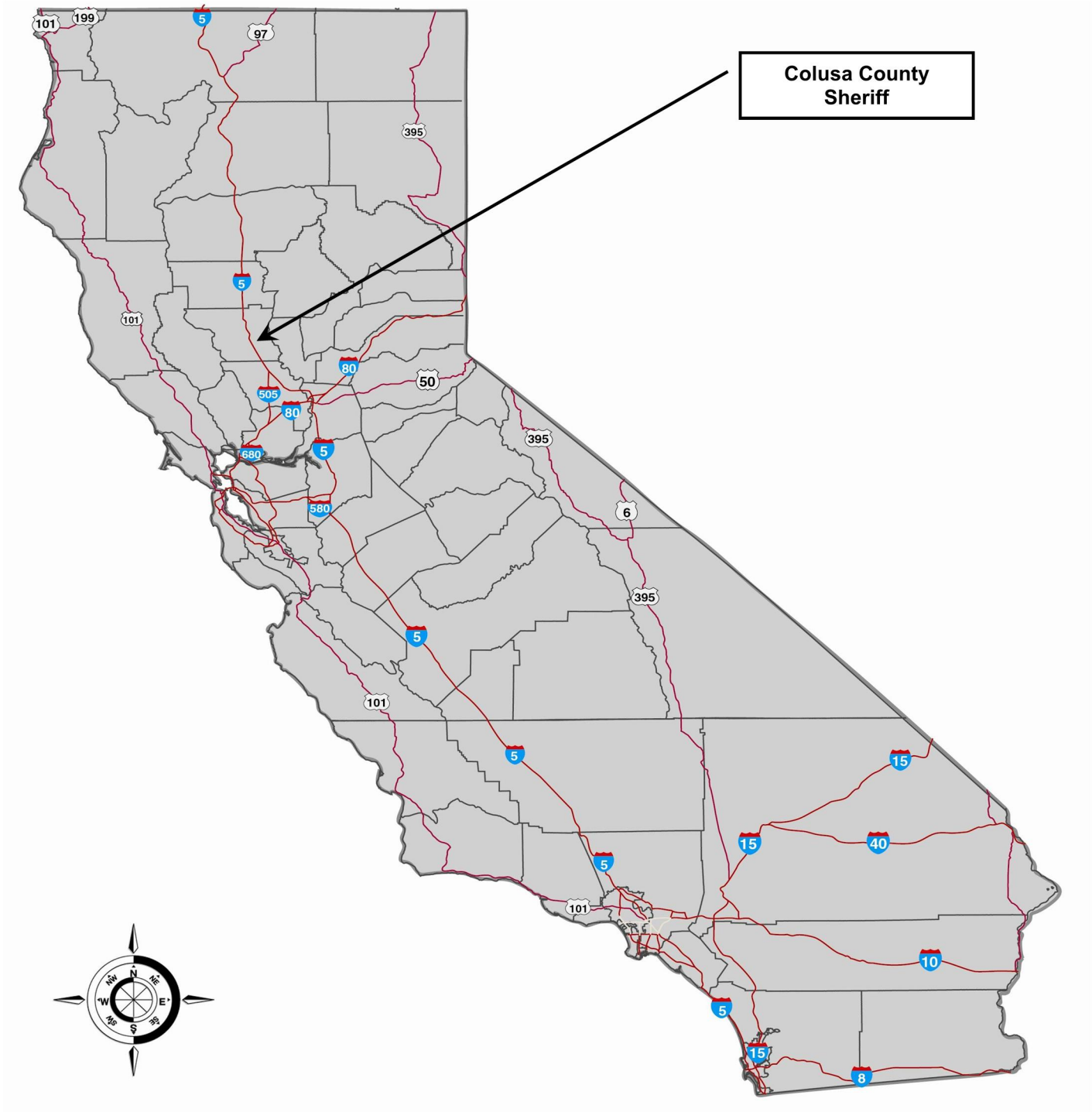
Attachment: Board of Resolution [Revision 1] (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

LOCATION MAP

APPLICATION YEAR:
2022

APPLICANT NAME:
Colusa County Sheriff

***INSTRUCTIONS*:** *Click on the 'Applicant's Location' box and enter your agency's name in the box (deleting 'Applicant's Location'). Then click on the arrow and drag the arrow to point to your agency's general location (i.e., Headquarters, Field/District Office, etc.). Save the Location Map to your desktop or other appropriate location, then click the 'Browse…' button in OLGA to attach the Location Map and enter a title in the 'Attachment Title' field (e.g., Location Map 2013/2014).*



Attachment: Location Map 2022 (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Law Enforcement

Law Enforcement Needs

FOR OFFICE USE ONLY: Version # _____ APP # _____

ITEM 1. Proposed Project

Colusa County's Law Enforcement Project is to support the continued OHV Law Enforcement operations made possible through previous OHV grants. This grant cycle's project shall be overseen by a Sergeant / OHV Coordinator who will be responsible for overseeing the grant, scheduling, assigning, and implementation of the grants objectives. Enforcement shall consist of shifts of two fully sworn deputies or sergeants patrolling heavy OHV use areas during peak periods while operating our OHV designated truck purchased with past grant monies or our Polaris RZR purchased with past grant monies. In previous years, the program was extremely effective, with the deputies / sergeants conducting numerous enforcement activities, public assists and education, medical emergency response, and search and rescue operations.

This year we are asking for the same amount of patrol hours as previous years. No matter how much we patrol up there we still get citizens and Forrest Patrol asking for us to be in our project area more and more. The need for a more patrol hours has been obvious with what we've seen over the past few years. We have a extremely large riding area and we've seen an increase in OHV riders in our county. On busy weekends with hundreds of rider, the trails can become dangerous. Our trail system has blind turns and can get narrow making acccidents more likely. Being present during busy weekends to ensure riders are being safe is key. Our team members consist of both Sergeants and Deputies who are eager to make our project area a fun and safe place to ride. One of the biggest complaints I've heard from the community is inexperienced riders tearing up the trails and riding on the roadways. This has been a focus of ours on patrol this past year. Even though we promote riders having fun, safety for the riders and the public is our number one concern. Riders on the roadway, specifically the M10 and Goat Mountain Road, is a major safety concern for the rider and the public. M10 and Goat Mountain Road has many blind turns and becomes extremely narrow at times. Keeping riders in the designated riding areas will continue to be a focus for our OHV Team. Some other reoccurring violations we've had issues with and will be focusing on are: Reckless driving, riding without a helmet, riding without spark arrestors, drinking and driving, improper PPE, and overcrowding issues. This past year we increased our patrol presence which helped us enhance the enforcement of applicable vehicle code sections, such as registration and equipment requirements (spark arresters, noise level), open container and driving under the influence, as well as other local, state, and federal laws. Our increased patrol efforts going forward would also reduce violations and incidents of encroachment (illegal activity that may result in resource damage, trespass, or violations of closed areas) simply by being highly visible.

We have a great working relationship with Forrest Service who does a great job working in the project area. Newly promoted Patrol Captain, Tad Call has done a great job in coordinating with us on holiday and busy weekends. We try and read the OHV forums as much as possible and field questions from local riders and the feedback has been mostly positive. This year I'm asking for grant money to purchase an OHV dedicated Trailer so we don't have to use our current trailer which is supposed to be dedicated to OES and used for storing generators. This has been a request in the past but it has been cut after getting our reward amount that was less than requested. It continues to be a need and hopefully this year we can make it a priority. This year we will be asking for grant monies to purchase UTV Snow Tracks for our 2019 Polaris RZR XP4 1000. This past year we got a lot of snow in our project area and had to perform several rescues due to motorcycle accidents and UTV acccidents. We couldn't get to the riders without tracks and had to use our personal UTV's to get there. Three years ago we used grant / matching fund monies to purchase a 2019 Polaris RZR 1000 XP4 UTV.

In this year's grant we're asking for several upgrades to our UTV to better equip it for the terrain we are patrolling in. A roof is necessary to navigate the trails without causing injury to the riders and for the long term sustainability of the UTV. The project area is known to have trails with low hanging branches and we often work in inclimate weather conditions. We are also looking to purchase a window and doors for the UTV this year. These additions will make it easier to work in cold / incliment weather. These are some of the upgrades to the UTV's we are asking for and we

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

consider all of them necessary.

This UTV will be used by this department for OHV patrol for at least the next ten years.

ITEM 2. Project Coverage

The OHV patrols will be conducted in the western mountainous area of Colusa County that transverses approximately one hundred and sixty thousand acres of public lands. The Sheriff's Office has the primary or concurrent law enforcement responsibility of all National Forest, Bureau of Land Management, and Bureau of Reclamation lands within Colusa County. This includes the Davis Flat area of the Mendocino National Forest. This area continues to be used as one of the largest OHV areas in Northern California, experiencing in excess of one thousand riders on heavy use days, as well as three large scale endure events. Bureau of Land Management lands continue to see an increase in OHV use in an area that, prior to the Sheriff's OHV program, saw no OHV law enforcement at all. All areas are of the same level of concern needing continued law enforcement attention.

Another area of concern is the Arbuckle area, specifically in the Sand Creek area and the creek beds that travel through Arbuckle and south towards the Yolo County Line. We have received several citizen complaints regarding OHV activity in these areas and have not been able to patrol them because our patrol vehicles cannot access them. Our OHV RZR can access the creek beds and assist in patrolling for illegal OHV activity when complaints arise. The major complaints we get are OHV riders trespassing and tearing up land. The creek bed system runs through Arbuckle and south to the Yolo County Line. Rider can access most properties from the creek bed system and reaccess the creek bed from several places in the Arbuckle area. Another complaint we have been receiving is OHV activity on the roadways in Arbuckle. This is a reoccurring issue that is difficult for patrol deputies to deal with due to the easy access to the creek beds which can't be accessed with our patrol vehicles. This year I'm recommending we dedicate some of our OHV patrol hours to the Arbuckle creek beds and Sand Creek area when complaints arise.

Areas that are open and suitable to wheeled cross-country OHV operations exist within the project area. There are in excess of 60 miles of developed motorcycle trails, 110 miles of ATV routes, 60 miles of true four-wheel drive routes, and 120 miles of level 2 type roads, available. There are no groomed or marked snowmobile trails or routes, however, 2,000 acres of land is open and suitable for cross-country snowmobile travel.

The above described areas will be the primary targets of this program, the Colusa County Sheriff's Office acknowledges that there may be additional needs for OHV enforcement on public lands not articulated within this plan. An example would be public land adjacent to the Sacramento River that, at times, experiences violations by OHV users. While this problem has been minimal in the past, there may be occasion to utilize the OHV enforcement program to deal with it.

ITEM 3. Describe the frequency of the patrols

Sworn Sheriff's Office personnel having received training in certified OHV courses will patrol in rotational two man shifts year round with a focus on major holiday weekends and Enduro events. This season is early fall weekends, spring weekends, summer weekends, special events and Holidays being the primary target of patrols. Additional personnel may be assigned depending on the circumstances presented and the need, such as large scale Enduro events. Normal patrol shifts will be 10 hours in duration.

Under previous grants we have asked for an average of 600 or more hours of Law Enforcement Officers staff time. This year we're asking for a total of 600 hours of law enforcement patrol time. The amount of hours has been needed but not asked for in previous grants. Our young team of deputies and sergeants are motivated to putting together a top notch OHV program that is dedicated to keeping our project area a fun and safe place to ride. We have had a lot of issues over this past year with overcrowding, riders tearing up the trails, OHV's on the roadways and riders not equipping spark arrestors. These are some of our reoccurring issues we plan on focusing on this year when going out on shifts this year.

We have seen an increase in OHV use in our county, specifically in the Fouts Springs-Davis Flat area of the Mendocino National Forest. This area continues to be used as one of the largest OHV areas in Northern California,

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

experiencing in excess of one thousand riders on heavy use days, as well as three large scale Enduro events a year. We have also had a need for OHV patrol in the Arbuckle area, specifically in the Sand Creek area and the creek beds that run through Arbuckle and run south of the county to the Yolo County Line.There have been complaints of unsafe OHV activities in the creek beds with no PPE, OHV's on the roadways and OHV's trespassing. Random patrols will be conducted during off peak riding times to ensure that OHV riders are observing the local, state, and federal laws that pertain to their recreational activities. OHV Team members may deviate from their normal patrol operations to assist in search and rescue missions when they involve off-road enthusiasts. OHV Team members will also be available for response or conduct patrols in areas were illegal OHV activities are occurring, such as on private property or public areas not open to OHV use.

ITEM 4. Deployment of Personnel

Currently the Colusa County Sheriff's Office OHV Law Enforcement Team consists of 19 members who have received training in OHV courses. We have a few experienced OHV team members mixed with a group of younger deputies who are learning quickly. Approximately half of our team attending a P.O.S.T. approved OHV training this past year at the Yuba County Sheriff's Office, put on by Jennifer Wilson. We plan on finding additional training for the other half of the team this coming year (if it's available).

Our OHV Team consists of both Sergeants and Deputies who share the same OHV patrol duties. Examples of some of those duties include: patrolling the project area, issue warnings, issuing citations for OHV related infractions, making contacts, search and rescue for injured or lost riders, providing maps, OHV education, keeping riders off closed trails and roads and first aid to injured riders.

Two deputies will be deployed per shift during the project with each shift scheduled for 10 hours or as needed. Additional personnel will be assigned depending on the circumstances presented and the need. Each team member of the team is equipped with their own safety equipment and are certified in first aid, CPR and AED.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☑ State Senate 04

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

☑ State Assembly 03 ☑ State Assembly 04

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

☑ Congressional District 3

D. County

Select one or more of the California Counties where the proposed project activities will occur.

☑ Colusa ☑ Glenn

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

LE Certification

FOR OFFICE USE ONLY: Version # _____ APP # _____

Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

   The high priority law enforcement area is with the Mendocino National Forest in the western portion of Colusa County. This area contains the Stonyford Area where two OHV staging areas, the Davis Flat/Fouts Springs OHV staging area and the Little Stony OHV staging area. Both areas are located near public roads, where OHV cross or use the roads to access trails. There are numerous campgrounds in the area and the high congestion of OHV riders in such a concentrated area is a concern for public safety. The Snow Mountain Wilderness Area is in the area and often encounters trespassers.

2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

   The law enforcement project by the Colusa County Sheriff's Office relates to OHV recreation and will sustain OHV opportunities by ensuring that all riders will have a safer opportunity to enjoy the recreational experience if there is an active patrol. At times the presence of law enforcement alone aids in keeping riders and drivers alert and aware of their actions, ensuring responsible and safe operation of the OHVs with minimal to no impact on the environment. Without this presence, damage to the environment may occur by OHV operators going off route, trespassing reports will become numerous, dangerous areas may become routinely accessed, and many participants may decide not to attend events without a patrol presence.

3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

   There are formal cooperative agreements with both the Mendocino National Forest and the Bureau of Land Management. The Sheriff's Office provides services as needed to assist in investigations, special events and details, or emergencies requested by other agencies, including the National Forest service, BLM, California Highway Patrol, California Department of Fish and Game, as well as Colusa County Environmental Health, Health and Human Services, Colusa County Road Department, Indian Valley Fire Department, and Cal-Fire.

Law Enforcement - Page 2

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? ○ Yes ◉ No

   Explain:

   Law enforcement costs associated with OHV events are not recovered where a local permit is required.

5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? ◉ Yes ○ No

6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

   Members of the Colusa County Sheriff's Office OHV enforcement team are required to attend an OHV training course, taught by a certified training instructor from the ATV Safety Institute. Additionally, Members are required to complete the web based UTV Safety Training Course. Members are required to possess current first aid and CPR cards. Members are also taught local, state, and federal laws which are specific to OHV enforcement.

Law Enforcement - Page 3

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? ◉ Yes ○ No

8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

The Colusa County Sheriff's Office is the primary law enforcement agency responsible for enforcement on federal land. There are cooperative agreements with the Mendocino National Forest, Bureau of Land Management, and the Department of the Interior relating to enforcement of specific activities. These include A Cooperative Patrol Agreement with the US Forest Service, Mendocino National Forest; MOU regarding State and Federal Jurisdiction with BLM; and Enhanced Law Enforcement Services with the Department of the Interior.

9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

The OHV in-lieu of tax funds are being used to complement the Colusa County Sheriff's Office project for this grant cycle. The funds are used for a portion of the match required by the project.

Law Enforcement - Page 4

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:

Not applicable.

11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? (●) Yes ( ) No

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Project Cost Estimate

	FOR OFFICE USE ONLY: Version # _____ APP # _____		
APPLICANT NAME :	Colusa County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	**PROJECT NUMBER (Division use only) :**	G22-03-05-L01
PROJECT TYPE :	☑ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	Colusa County's Law Enforcement Project is to support the continued OHV Law Enforcement operations made possible through previous OHV grants. This grant cycle's project shall be overseen by a Sergeant / OHV Coordinator who will be responsible for overseeing the grant, scheduling, assigning, and implementation of the grants objectives. Enforcement shall consist of shifts of two fully sworn deputies or sergeants patrolling heavy OHV use areas during peak periods while operating our OHV designated truck purchased with past grant monies or our Polaris RZR purchased with past grant monies. In previous years, the program was extremely effective, with the deputies / sergeants conducting numerous enforcement activities, public assists and education, medical emergency response, and search and rescue operations. This year we are asking for the same amount of patrol hours as previous years. No matter how much we patrol up there we still get citizens and Forrest Patrol asking for us to be in our project area more and more. The need for a more patrol hours has been obvious with what we've seen over the past few years. We have a extremely large riding area and we've seen an increase in OHV riders in our county. On busy weekends with hundreds of rider, the trails can become dangerous. Our trail system has blind turns and can get narrow making acccidents more likely. Being present during busy weekends to ensure riders are being safe is key. Our team members consist of both Sergeants and Deputies who are eager to make our project area a fun and safe place to ride. One of the biggest complaints I've heard from the community is inexperienced riders tearing up the trails and riding on the roadways. This has been a focus of ours on patrol this past year. Even though we promote riders having fun, safety for the riders and the public is our number one concern. Riders on the roadway, specifically the M10 and Goat Mountain Road, is a major safety concern for the rider and the public. M10 and Goat Mountain Road has many blind turns and becomes extremely narrow at times. Keeping riders in the designated riding areas will continue to be a focus for our OHV Team. Some other reoccurring violations we've had issues with and will be focusing on are: Reckless driving, riding without a helmet, riding without spark arrestors, drinking and driving, improper PPE, and overcrowding issues. This past year we increased our patrol presence which helped us enhance the enforcement of applicable vehicle code sections, such as registration and equipment requirements (spark arresters, noise level), open container and driving under the influence, as well as other local, state, and federal laws. Our increased patrol efforts going forward would also reduce violations and incidents of encroachment (illegal activity that may result in resource damage, trespass, or violations of closed areas) simply by being highly visible. We have a great working relationship with Forrest Service who does a great job working in the project area. Newly promoted Patrol Captain, Tad Call has		

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

	done a great job in coordinating with us on holiday and busy weekends. We try and read the OHV forums as much as possible and field questions from local riders and the feedback has been mostly positive. This year I'm asking for grant money to purchase an OHV dedicated Trailer so we don't have to use our current trailer which is supposed to be dedicated to OES and used for storing generators. This has been a request in the past but it has been cut after getting our reward amount that was less than requested. It continues to be a need and hopefully this year we can make it a priority. This year we will be asking for grant monies to purchase UTV Snow Tracks for our 2019 Polaris RZR XP4 1000. This past year we got a lot of snow in our project area and had to perform several rescues due to motorcycle accidents and UTV acccidents. We couldn't get to the riders without tracks and had to use our personal UTV's to get there. Three years ago we used grant / matching fund monies to purchase a 2019 Polaris RZR 1000 XP4 UTV. In this year's grant we're asking for several upgrades to our UTV to better equip it for the terrain we are patrolling in. A roof is necessary to navigate the trails without causing injury to the riders and for the long term sustainability of the UTV. The project area is known to have trails with low hanging branches and we often work in inclimate weather conditions. We are also looking to purchase a window and doors for the UTV this year. These additions will make it easier to work in cold / incliment weather. These are some of the upgrades to the UTV's we are asking for and we consider all of them necessary. This UTV will be used by this department for OHV patrol for at least the next ten years.

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Staff-Law Enforcement Officers - Sergeants Notes : Staff overtime requested at approximately 75% grant funds and 25% matching funds to fund law enforcement officer overtime shifts. *** There was a significant increase in hourly rates: A 3% cost of living increase this past year, 2.5% county x-step increase for some and a majority of our shifts that occur on busy holiday weekends which increases our rates due to holiday pay. Example of Sergeant OHV patrol duties: Patrol the project	300.0000	85.000	HRS	25,500.00	19,125.00	6,375.00

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

4/26/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off closed trails and roads, first aid to injured riders. *** We're again asking for a slight increase in patrol hours compared to last year. In the current G21 grant, we are almost completely through our requested hours at the beginning of February. The project area has been extremely busy this year. A lot of complaints regarding OHVs on roadways and riders speeding through the Davis Campgrounds.						
	2. Staff-Law Enforcement Officers - Deputies Notes : Staff overtime requested at approximately 75% grant funds and 25% matching funds to fund law enforcement officer overtime shifts. *** There was a significant increase in hourly rates: A 3% cost of living increase this past year, 2.5% county x-step increase for some and a majority of our shifts that occur on busy holiday weekends which increases our rates due to holiday pay. Example of Deputy OHV patrol duties: Patrol the project area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off	300.0000	75.000	HRS	22,500.00	16,875.00	5,625.00

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	closed trails and roads, first aid to injured riders. *** We're again asking for a slight increase in patrol hours compared to last year. In the current G21 grant, we are almost completely through our requested hours at the beginning of February. The project area has been extremely busy this year. A lot of complaints regarding OHVs on roadways and riders speeding through the Davis Campgrounds.						
Total for Staff					48,000.00	36,000.00	12,000.00
2	**Contracts**						
3	**Materials / Supplies**						
	1. Materials / Supplies-Safety Equipment Notes : Four sets of Personal Protective Equipment (PPE) to replace old worn out equipment that is ten or more years old. Helmet and gloves. This equipment is to be used 100 percent of the time for OHV patrol and will be purchased with 75 percent grant funds and 25 percent matching funds. We also added four new team members this past year and plan to supply them with new gear.	4.0000	350.000	EA	1,400.00	1,050.00	350.00
4	**Equipment Use Expenses**						
	1. Equipment Use Expenses-Vehicle Operations - Fuel Notes : Fuel reimbursement at .56 cents per mile when driving to the project area from the Colusa County Sheriff's Office, while driving in the project area and from driving to the Sheriff's Office from the project area. The fuel	4500.0000	0.560	MI	2,520.00	1,890.00	630.00

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	reimbursement will be at 75 % grant funds and 25% matching funds. The vehicles used for our 2022 grant cycle were both purchased with grant funds and will be used 100% percent of the time for OHV operations. The vehicles used will be a 2017 Dodge 2500 4X4 (purchased with grant and match funds) and a 2019 Polaris RZR XP4 1000 (purchased with grant and match funds).						
	2. Equipment Use Expenses-Vehicle Operation and Maintenance Notes : Annual service and preventative maintenance for our 2017 Dodge 2500 (purchased with grant and match funds) and our 2019 Polaris RZR XP4 1000 (purchased with grant and match funds). Per the manual, under the periodic maintenance chart our 2019 Polaris RZR requires an oil change every 50 hours, general lubrication maintenance such as lubricating fittings, pivots, cables, etc. are required every 50 hours as well.These are only a few of the general maintenance recommendations from the owners manual. Our Dodge 2500 requires an oil change every 4,000 miles. This is just some of the required maintenance required by Dodge, not to count any general maintenance that comes up while patrolling during the OHV season.	2.0000	500.000	EA	1,000.00	750.00	250.00

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

4/26/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Total for Equipment Use Expenses					3,520.00	2,640.00	880.00
5	**Equipment Purchases**						
6	**Others**						
	1. Windshield for RZR Notes : Super ATV Hard Coated Flip Up Front Windshield for our 2019 Polaris RZR XP4 1000 (purchased with grant and match monies). This item would be purchased at 75 % grant funds and 25% matching funds. Our OHV area is open year round and can be extremely cold during the winter months. We have trails that go up to Snow Mountain and Letts Lake area which can have high winds, rain and snow at times. A windshield can flip up making it useful during any weather. The windshield is also hard coated on both sides for extreme durability. ** We put this same item in our grant last year but had to cut it out due to final award amount. We still consider this item important even thought it was ultimately cut out for other important items such as patrol hours.	1.0000	400.000	EA	400.00	300.00	100.00
	2. Roof for Polaris RZR XP4 1000 Notes : 4 seat aluminum roof for our 2019 Polaris RZR XP4 1000 (purchased with grant and match funds). This UTV is used 100 percent of the time for OHV patrol. This roof is to be purchased using 75% grant funds and 25% match funds.	1.0000	750.000	EA	750.00	562.50	187.50

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

4/26/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	OHV patrol is year round. The best riding weather in our area is during the winter and early spring months. In our project area it can be extremely cold in the mountains. We've also had to conduct rescues in the snow and rain. A roof would make patrol more enjoyable during colder shifts. ***This item has been requested in previous years grants and had to be cut out due to the final award amount being less than requested. This is still an important item I would like to add to our UTV.						
	3. OHV Dedicated Trailer Notes : An OHV dedicated trailer for our 2019 Polaris RZR 1000XP4 4 seat UTV. We are currently using an 8.5 by 20 foot trailer that was previously used and purchased with OES funds. This was a temporary fix until we could find a permanent solution for the OHV Team. We are no longer allowed to get grant funding for maintenance for a non grant funded piece of equipment and we cannot maintenance the trailer under the OES grant since we are using the trailer for OHV purposes. Therefore, we are looking at purchasing a Continental Cargo 8.5 by 20 foot Tandem Axle Cargo Trailer. The approximate quote we received was for $6,500.00.	1.0000	6500.000	EA	6,500.00	4,875.00	1,625.00

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

4/26/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	*** This has been a need for several years and has been asked for in previous grants. Due to final award amount it had to be cut for priority items and staffing. This is an item we believe is important for the future of the OHV program.						
	4. Tracks for Polaris RZR XP4 1000 Notes : CAMSO ATV / UTV TRACK SYSTEMS for our 2019 Polaris RZR XP4 1000 (purchased with grant and match monies). This item will be purchased at 75% grant funds and 25 percent match funds. During the G21 grant cycle we have had several call outs for injured, lost and downed riders in our project area. We ran into multiple calls where we had to go into the snow to get to the riders. Our OHV truck and RZR could not get to them and we had to use our personal UTV's with tracks to get to the down riders. Our project area is in mountains and we get snow regularly during the winter months. Getting a track system was a want before this years grant cycle and now it's clearly a need for us going forward.	1.0000	6000.000	EA	6,000.00	4,500.00	1,500.00
Total for Others					13,650.00	10,237.50	3,412.50
Total Program Expenses					66,570.00	49,927.50	16,642.50
TOTAL DIRECT EXPENSES					66,570.00	49,927.50	16,642.50
INDIRECT EXPENSES							
Indirect Costs							

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

4/26/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1	**Indirect Costs**						
	1. Indirect Costs-Supervisor hours / payroll hours Notes : Hours of time for payroll, logs, time sheets, reimbursement paperwork, stats and management of the grant. This includes any work on the UTV / OHV Truck, payroll, creating new spreadsheets or forms. Sergeant rate is approximately 85 dollars per hour and we're asking for 25% grant funding and 75% match funding.	40.0000	85.000	HRS	3,400.00	850.00	2,550.00
Total Indirect Costs					3,400.00	850.00	2,550.00
TOTAL INDIRECT EXPENSES					3,400.00	850.00	2,550.00
TOTAL EXPENDITURES					**69,970.00**	**50,777.50**	**19,192.50**

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Project Cost Summary for Grants and Cooperative Agreements Program - 2022
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

4/26/2022

	Category	Total	Grant Req.	Match	Narrative
DIRECT EXPENSES					
Program Expenses					
1	Staff	48,000.00	36,000.00	12,000.00	
2	Contracts	0.00	0.00	0.00	
3	Materials / Supplies	1,400.00	1,050.00	350.00	
4	Equipment Use Expenses	3,520.00	2,640.00	880.00	
5	Equipment Purchases	0.00	0.00	0.00	
6	Others	13,650.00	10,237.50	3,412.50	
Total Program Expenses		66,570.00	49,927.50	16,642.50	
TOTAL DIRECT EXPENSES		66,570.00	49,927.50	16,642.50	
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	3,400.00	850.00	2,550.00	
Total Indirect Costs		3,400.00	850.00	2,550.00	
TOTAL INDIRECT EXPENSES		3,400.00	850.00	2,550.00	
TOTAL EXPENDITURES		**69,970.00**	**50,777.50**	**19,192.50**	

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement

Environmental Review Data Sheet (ERDS)

FOR OFFICE USE ONLY: Version # _____ APP # _____

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete item #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete letter d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

ITEM 5 - Evaluate the Impact of this Project

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

ITEM 8 - Significant effect on the environment

ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

ITEM 12 - Indirect Significant Impacts

ITEM 13 - Baseline conditions

CEQA/NEPA Attachment

Attachment Title	Attachment

Attachment: G22 Preliminary Grant (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

General Application Requirements

General

FOR OFFICE USE ONLY: Version # _____ APP # _____

1. Agency Information

a. Agency Name: Colusa County Sheriff's Office
b. Organizational Unit:
c. Address: 929 Bridge St.
d. Address 2:
e. City: Colusa State CA Zip 95932
f. Federal ID Number: 94-6000508 Reference No.:
g. Agency fiscal year (beginning month and day): January-01
h. Agency Type

- ○ City
- ○ U.S. Forest Service
- ○ U.S. Bureau of Land Management
- ○ Federally or State Recognized Native American Tribe
- ○ Nonprofit Organization - 501(c)(3) status only
- ○ District
- ● County
- ○ U.S. Forest Service - Patrol District
- ○ Federal Agency
- ○ Educational Institution
- ○ State Agency
- ○ Certified Community Conservation Corps

2. Project Information

a. Project Name: General Application Requirements
b. Is implementing agency same as Agency: ● Yes ○ No
c. Implementing Agency Name:
d. Amount of Funds Requested: $50,777.50 Project Cost: $69,970.00

Project Request(s) Summary

#	Project Type	Project Title	Grant Request	Match	Total Project Cost
1	G22-03-05-L01	Law Enforcement	50,778	19,193	69,971

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

FOR OFFICE USE ONLY: Version # _____ APP # _____

3. Contact

a. Authorized Representative

Name	Joe Garofalo				
Title	Sheriff-Coroner				
Mailing Address	929 Bridge Street				
City	Colusa	State	CA	Zip	95932
Telephone	(530) 458-0200			Fax	(530) 458-4697
E-mail Address	jgarofalo@colusasheriff.com				

b. Project Administrator

Name	Mathew Purcell				
Title	Grants Administrator				
Mailing Address	929 Bridge St				
City	Colusa	State	CA	Zip	95932
Telephone	(530) 458-0200 - 0216			Fax	
E-mail Address	mpurcell@colusasheriff.com				

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Location Map

FOR OFFICE USE ONLY:	Version # _____	APP # _____

A. Location Map

Attachment Title	Attachment

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Equipment Inventory

FOR OFFICE USE ONLY: Version # _____ APP # _____

A. Equipment Inventory

Has your agency acquired any Equipment from this Grants program that is still in use? (•) Yes ( ) No
(This question applies to Equipment purchased with Grant funds and/or claimed as match.)

#	Item Description	Make	Model	Model Year	Vehicle Identification Number (VIN) or Serial Number	Project Agreement Number
1	2017 Dodge Ram 2500 Pickup Truck	Dodge	Ram 2500	2,017	3C6TR5CT2JG276478	G-16-03-05-L01
2	2019 Polaris RZR XP4 1000	Polaris	RZR XP4 1000	2,019	3NSVFE99XKF421326	G-17-03-05-L01

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Habitat Management Program (HMP)

FOR OFFICE USE ONLY: Version # _____ APP # _____

PART 1 - HABITAT MANAGEMENT PROGRAM (HMP)

All Applicants submitting Projects involving Ground Disturbing Activities are subject to Habitat Management Program (HMP) requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2 in accordance with 14 CCR Section 4970.06.2.

1. Do any of proposed Projects involve Ground Disturbing Activities? ○ Yes ◉ No
(If you checked YES, complete Question # 2. If you checked NO, stop here)

2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats? ○ Yes ○ No
(If you checked YES, complete Item #2. If you checked NO, stop here).

ITEM #2

Discuss the research and justification used to certify that the proposed Project does not contain any risk factors to special status species and/or sensitive habitats. To demonstrate that all special status species and sensitive habitat have been considered for evaluation within the HMP, Applicants are encouraged to attach a California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), United States Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC), and USFWS National Wetland Inventory (NWI) record search for the proposed Project Area. The record searches ought to cover an appropriate buffer surrounding your proposed Project footprint(s).

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Habitat Management Program (HMP)

FOR OFFICE USE ONLY:	Version # _____	APP # _____

PART 2 - DETERMINE THE NEED FOR FULL HABITAT MANAGEMENT PROGRAM (HMP)

1. *Do any of your proposed projects involve Ground Disturbing Activities? (If you checked YES, complete #2. If you checked NO, stop here.) ○ Yes ○ No

2. Did the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, in areas open to legal OHV Recreation including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats? (If you checked YES, stop here. If you checked NO, complete HMP Part 2 on the next page). ○ Yes ○ No

PART 2 - HABITAT MANAGEMENT PROGRAM (HMP)

Attachment Title	Attachment

PART 2 - HABITAT MANAGEMENT PROGRAM (HMP) - Additional attachments (large size)

i. Attachment 1

ii. Attachment 2

iii. Attachment 3

iv. Attachment 4

v. Attachment 5

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Public Review Process

FOR OFFICE USE ONLY: Version # _____ APP # _____

A. Public Notification Efforts

(Check all that apply)

- ☐ Notice to interested person(s) (Enter date in mm/dd/yyyy format)
- ☐ Published on Applicant's website (Enter date in mm/dd/yyyy format)
- ☐ Published in local newspaper (Enter date in mm/dd/yyyy format)
- ☐ News release issued (Enter date in mm/dd/yyyy format)
- ☐ Public meeting(s)/hearing(s) held either in-person or virtual. (Enter date in mm/dd/yyyy format)

B. Public Comments

C. Application Development as a result of Public Comments

a. Were changes made to the Application as a result of public comments? ○ Yes ○ No
(If selected YES, complete item b. If selected NO, stop here.)

b. Describe how public comments affected the Application

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Certifications

FOR OFFICE USE ONLY:	Version # _____	APP # _____

1. Applicant Certifications

A. General Conditions

A. ☐ The Applicant hereby certifies, under the penalty of perjury, compliance with the following terms and conditions:

1. If the Project involves a Ground Disturbing Activity, the Applicant agrees to monitor the condition of soils and wildlife in the Project Area each year in order to determine whether the soil conservation standard adopted pursuant to Public Resource Code (PRC), Section 5090.35 and the HMP prepared pursuant to Section 5090.53(a) are being met.

2. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the soil conservation standard adopted pursuant to PRC Section 5090.35 is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion, to repair and prevent accelerated erosion, until the same soil conservation standard adopted pursuant to PRC Section 5090.35 is met.

3. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the HMP prepared pursuant to PRC Section 5090.53(a) is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion until the same HMP prepared pursuant to PRC Section 5090.53(a) is met.

4. The Applicant agrees to enforce the registration of off-highway motor vehicles and the other provisions of Division 16.5 (commencing with Section 38000) of the Vehicle Code and to enforce the other applicable laws regarding the operation of off-highway motor vehicles.

5. The Applicant agrees to cooperate with appropriate law enforcement entities to provide proper law enforcement at and around the Facility.

6. The Applicant's Project is in accordance with local or federal plans and the strategic plan for OHV Recreation prepared by the OHMVR Division.

B. Programmatic Conditions

B. **The Applicant must describe the following programmatic conditions:**

1. Identify the potential for the facility to reduce illegal and unauthorized OHV Recreation activities in the surrounding areas:

2. Describe how the Applicant is meeting the operations and maintenance needs of any existing OHV Recreation Facility under its jurisdiction:

C. Fee Collection

Describe how fees collected pursuant to Section 38230 of the Vehicle Code (in-lieu funds) are utilized and whether the fees complement the Applicant's proposed Project:

D. Compliance with PRC 5090.50(b)(1)(C)

Projects within the O&M category that affect lands identified as inventoried roadless areas by the U.S. Forest Service, are compliant with PRC 5090.50(b)(1)(C). ☐ Yes ☐ No

2. Governing Body Resolution

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Attachment Title	Attachment

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

Certification – Required Documents

FOR OFFICE USE ONLY: Version # _____ APP # _____

1. **Written Permission with Land Manager**

Attachment Title	Attachment

2. **Verification of Nonprofit 501(c)(3) Status**

Attachment Title	Attachment

3. **Nonprofit's IRS Form 990 or equivalent**

Attachment Title	Attachment

4. **Nonprofit Certification**

Attachment Title	Attachment

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

List Of Attachments for Grants and Cooperative Agreements Program - 2022 4/26/2022
Agency: Colusa County Sheriff's Office
Application: General Application Requirements

Attachments Index

FOR OFFICE USE ONLY: Version # _____ APP # _____

#	Section	Title	File Name
1	Location Map		

Attachment: General Application Requirements (8352 : Reso for 2022/2023 Off-Highway Vehicle Law Enforcement Grant)

COUNTY OF COLUSA, CA

2.14

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Resolution approving Entry License with State Fish and Wildlife for Elk Hunt East Park Reservoir

Adopt a Resolution Approving The East Park Reservoir Wildlife Management Entry License Agreement with the **California Department of Fish and Wildlife**, finding the Agreement is exempt from review under CEQA.

Detailed Description/Background of request

On November 8, 2013, the United States of America, Orland Unit Water Users Association, and the County of Colusa executed Managing Agreement 13-LC-20-0442 (Managing Agreement) . The Managing Agreement delegates to Colusa County the responsibility of managing resource conditions and recreational opportunities at the East Park Reservoir. To that end, Chapter 46 of the County Code provides rules and regulations for activities in the Park Reservoir recreational area.

Generally, hunting in the East Park Reservoir recreational area is prohibited under County Code 46-04(q). Section 46-04 does however allow the Department of Public Works to permit certain hunting if approved in advance and if in accordance with State law.

The California Department of Fish and Wildlife (DFW) in cooperation United States Bureau of Reclamation have traditionally offered special draw elk hunting opportunities at East Park Reservoir. These limited Elk hunts are part of DFW's wildlife management program to maintain sustainable Tule Elk heard populations. The State and the Bureau would like to continue these limited hunts as part of its program. Accordingly, the State has requested the County to continue the cooperative agreement by granting certain limited access for the proposed hunts.

For the Board's consideration is a resolution approving a limited license agreement allowing DFW to administer hunts in the East Park Reservoir recreational area. The hunts will be limited to 4 consecutive days each week during a 3 week period in September during 2022, 2023 and 2024. Only muzzle-loading firearms as defined in section 353 of Title 14 of the California Code of Regulations can be used on these hunts.

Prior Board Action

Approval of Managing Agreement 11-8-2013
Approval of Entry License 5-31-2016
Approval of Entry License 1-22-2019

Fiscal Impact/Funding Source

None

Action for the Clerk

Circulate for signature, return executed documents to Department of Public Works.

ATTACHMENTS:

- East Park Wildlife Management Entry License RESO 2022-2024 (DOCX)
- 2022_State_of_Ca._Dept._of_Fish_and_Wildlife-East_Park_Reservoir_Entry_License_-_ver2.doc (PDF)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE EAST PARK RESERVOIR WILDLIFE MANAGEMENT ENTRY LICENSE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

WHEREAS, The United States has constructed the East Park Reservoir, a feature of its Orland Project;

WHEREAS, The United States, the Orland Unit Water Users Association and the County of Colusa entered into a Management Agreement 13-LC-20-0442 on November 8, 2013 providing for the management of East Park Reservoir by the County of Colusa;

WHEREAS, The California Department of Fish and Wildlife in cooperation with the United States Bureau of Reclamation, have traditionally offered limited special draw elk hunting opportunities at East Park Reservoir as part of DFW's wildlife management program to maintain sustainable Tule Elk herd populations; and

WHEREAS, the State and the Bureau would like to continue limited elk hunts as part of DFW's wildlife management program.

NOW, THEREFORE, BE IT RESOLVED that the East Park Reservoir Wildlife Management Entry License Agreement attached to this resolution as Attachment A, is approved and the Chair of the Board is authorized to execute the agreement on behalf of the County; and

IT IS FURTHER RESOLVED, that the County finds that to the extent the approval of the East Park Reservoir Wildlife Management Entry License Agreement is a project under the California Environmental Quality Act (CEQA), it is not subject to further environmental review under the following sections of Title 14, Article 7 of the California Code of Regulations:

1. Section 15061(b)(3), because there is no possibility the activity in question may have a significant effect on the environment;

2 Section 15307, because it regulates activities to assure the maintenance, restoration, or enhancement of natural resources;

3. Section 15308, because it regulates activities to assure the maintenance, restoration or enhancement of the environment; and

4. Section 15321, because it amounts to an action by an agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency.

Attachment: East Park Wildlife Management Entry License RESO 2022-2024 [Revision 1] (8347 : State Fish and Wildlife East Park Entry

PASSED AND ADOPTED this 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Jose Merced Corona, Board Chair

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

By _____, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: East Park Wildlife Management Entry License RESO 2022-2024 [Revision 1] (8347 : State Fish and Wildlife East Park Entry

DocuSign Envelope ID: 29DAFEA8-CEFE-40BC-88FB-E18ED6E200C7

EAST PARK RESERVOIR WILDLIFE MANAGEMENT ENTRY LICENSE AGREEMENT

This East Park Reservoir Wildlife Management Entry License agreement ("License") is between the County of Colusa, a political subdivision of the State, and the State of California, Department of Fish and Wildlife, a State agency ("DFW").

RECITALS

A. The United States has constructed the East Park Reservoir, a feature of its Orland Project;

B. The United States of America, Orland Unit Water Users Association, and the County of Colusa executed Managing Agreement 13-LC-20-0442 (Managing Agreement) on November 8, 2013. The Managing Agreement delegates to Colusa County the responsibility of managing resource conditions and recreational opportunities at East Park Reservoir;

C. DFW has requested a temporary right to enter up on certain lands within the East Park Reservoir recreation area for purposes related to the control of the Tule Elk herd population growth (Wildlife Management Program);

D. DFW's proposed East Park Reservoir Tule Elk Hunt season for bull and antlerless elk as shown on the attached Exhibit "A" titled East Park Reservoir Tule Elk Hunt Zone will begin on the first Saturday in September and continue for 27 consecutive days. This license only applies to authorized hunting occurring in the East Park Reservoir recreational area managed by the County. DFW has requested four special hunts per year, each September, for the years 2022, 2023, and 2024. The hunt periods will be open beginning on the first, second, third, and fourth Mondays in September for a period of 4 consecutive days each week; and

E. The County has determined that the proposed temporary Wildlife Management Program by DFW in the County managed East Park Reservoir recreation area will not interfere with the purpose or purposes for which the land was acquired and is being administered.

LICENSE

1. Subject to the terms and conditions in this License Agreement, the County of Colusa grants to DFW and persons designated by DFW in accordance with this license (collectively "Licensees"), the privilege to enter upon the recreational area known as the East Park Reservoir as more specifically shown in Exhibits "A" and "B" ("Recreation Area") for a period of 4 consecutive days each week, beginning on Monday of the first, second, third, and fourth weeks of September during the years 2022, 2023, and 2024. This limited privilege is granted to DFW so it can implement its wildlife management program.

2. This license is nonexclusive, revocable, and nontransferable. It does not grant Licensees, any right, title, or interest in any lands. This license may be revoked at any time by the County in its sole discretion upon 30 days written notice to DFW.

3. DFW, at its own expense, shall keep the Recreation Area clean from garbage and free of damage, fire, and safety hazards related to the Licensees' activities. Additionally, DFW agrees to protect the terrain, vegetation, and prevent potential erosion that may arise from its Wildlife Management Program activities.

Attachment: 2022_State_of_Ca._Dept._of_Fish_and_Wildlife-East_Park_Reservoir_Entry_License_-_ver2.doc (8347 : State Fish and Wildlife

DocuSign Envelope ID: 29DAFEA8-CEFE-40BC-88FB-E18ED6E200C7

4. All activities by Licensees in the Recreational Area shall be coordinated with the County's Assistant Public Works Director, or his authorized representative, in advance of any entry into the Recreational Area.

5. Licensees' entry into the Recreational Area is limited to the specifically designated area described in Exhibit B to this license.

5. Licensees' shall conduct its activities in full compliance with all Federal, State, and local laws, rules, and regulation, including, but not limited to all those relating to or concerned with the environment and public safety. Any activity deemed by the County to be illegal shall be cause for immediate termination of this license without notice.

6. DFW shall ensure all hunters participating shall have the appropriate license and tags for the hunt, and DFW shall also ensure:

a. Each participant's weaponry shall be restricted to the type and nature identified as muzzleloaders, as defined in Section 353, Title 14 California Code of Regulation. Additional weaponry other than muzzleloaders shall be excluded from use, including all bows/arrows, all firearms (including guns, rifles, handguns), explosives, and other discharging or incendiary devices.

b. No more than two companions may be authorized to accompany each hunter.

c. Any approved hunter companion shall not carry or use any weaponry.

d. All approved tag holders shall attend a mandatory orientation meeting prior to commencing the hunt. Orientation shall be provided at DFW's sole expense.

e. No additional game may be taken other than the quantity and species identified in, the most current Title 14 California Code of Regulation, Section 364, entitled "East Park Reservoir Tule Elk Hunt".

f. Due to fire danger and potential degradation of the lands, access shall be allowed only on established roads. No vehicular traffic shall be permitted off established roadways as shown on the map attached to this agreement as Exhibit "C", for retrieval of downed elk.

g. Disposal of entrails and/or elk remains shall not be conducted in streams, lakes, wetlands, or any bodies of water. Remains may be left for consumption by other animals.

h. DFW shall coordinate all its activities with County Department of Public Works staff. DFW shall provide the County with prior notification of Licensees' proposed entry activities, dates, times, and/or modifications and/or improvements for future seasons.

8. DFW shall schedule an annual post-season review with appropriate County Department of Public Works personnel within 30 days following each hunting season to discuss results and identify potential modifications and/or improvements for future seasons.

9. DFW shall, upon completion of its Wildlife Management Program activities, remove all waste material and debris from the Recreation Area related to its Wildlife Management Program activities and

Attachment: 2022_State_of_Ca._Dept._of_Fish_and_Wildlife-East_Park_Reservoir_Entry_License_-_ver2.doc (8347 : State Fish and Wildlife

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the site shall be left in as presentable condition as before the special hunt activities began.

10. DFW shall defend, indemnify and hold the County harmless from all damages, or claims arising from Licensees' activities arising out of or in any way related to their participation in the Wildlife Management Program activities or their entry into or use of the Recreation Area. DFW shall be liable for any damage to the Recreation Area or its facilities related to Licensees' use of the Recreation Area.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on this 24th day of May, 2022.

COUNTY OF COLUSA

_____
Jose Merced Corona, Board Chair

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:
Kevin Thomas
A2A0A9C574C3445...
Signature

Kevin Thomas 4/22/2022

Kevin Thomas, North Central Region Manager

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

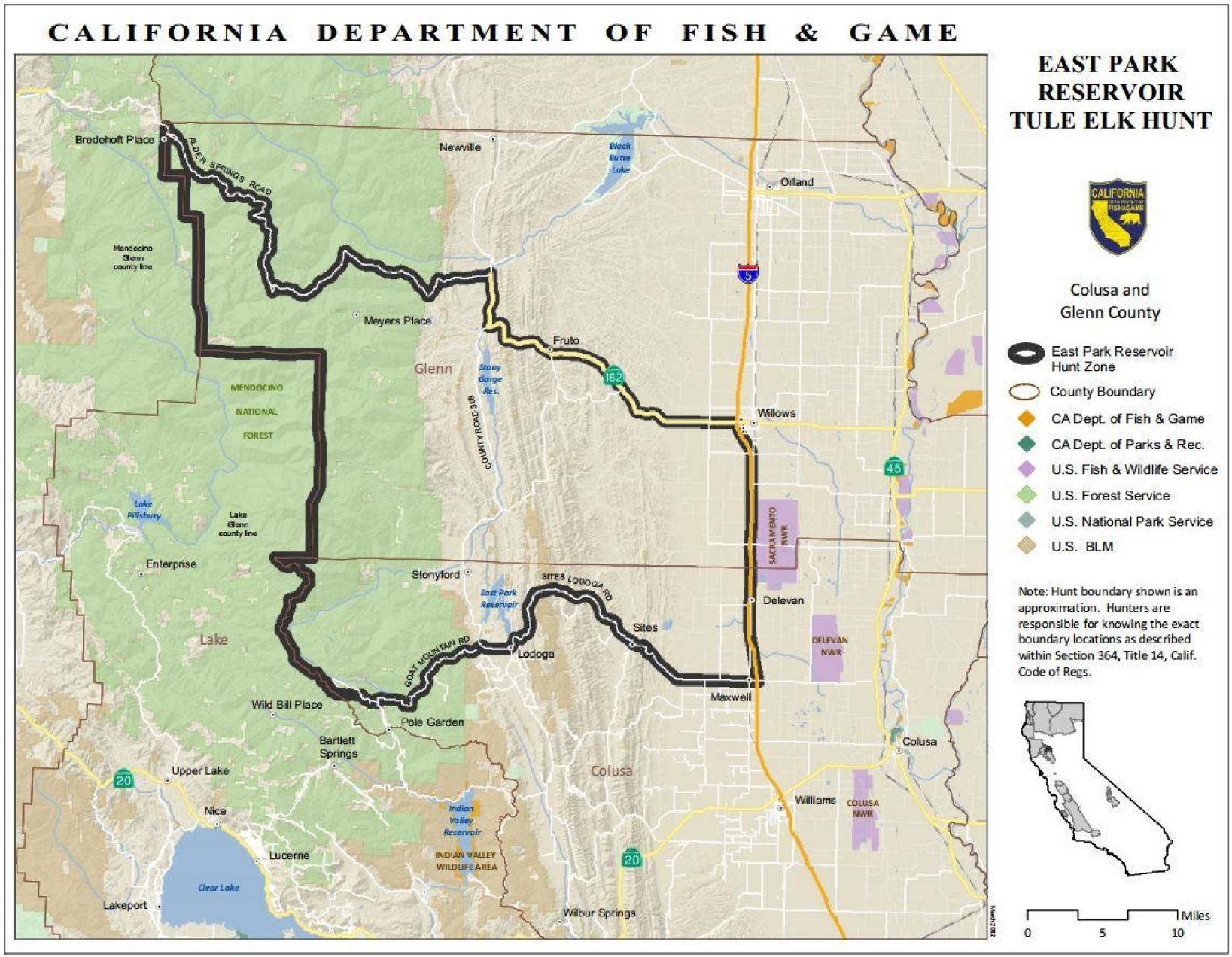
ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy Clerk

Attachment: 2022_State_of_Ca._Dept._of_Fish_and_Wildlife-East_Park_Reservoir_Entry_License_-_ver2.doc (8347 : State Fish and Wildlife

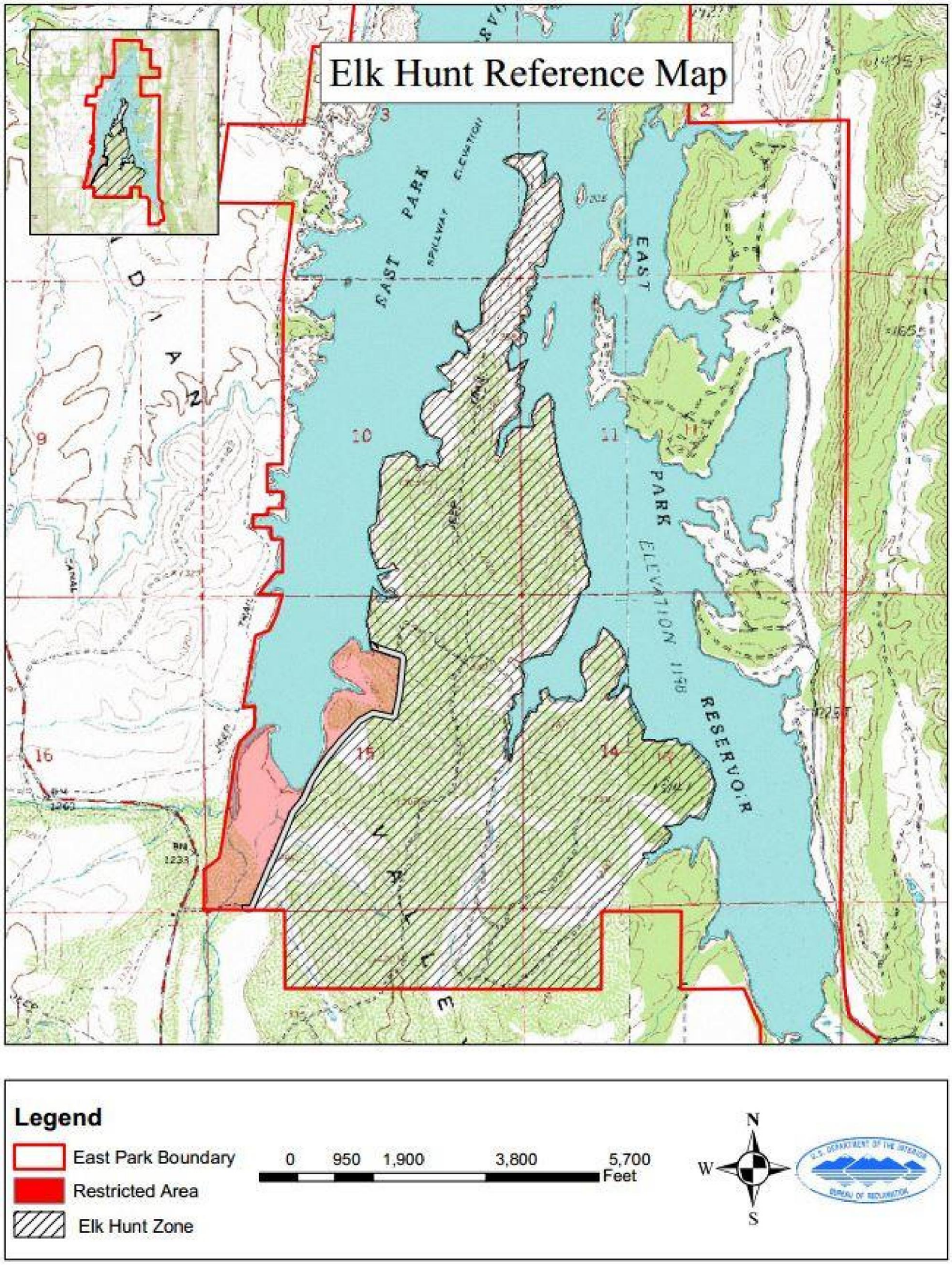
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Exhibit 'A'



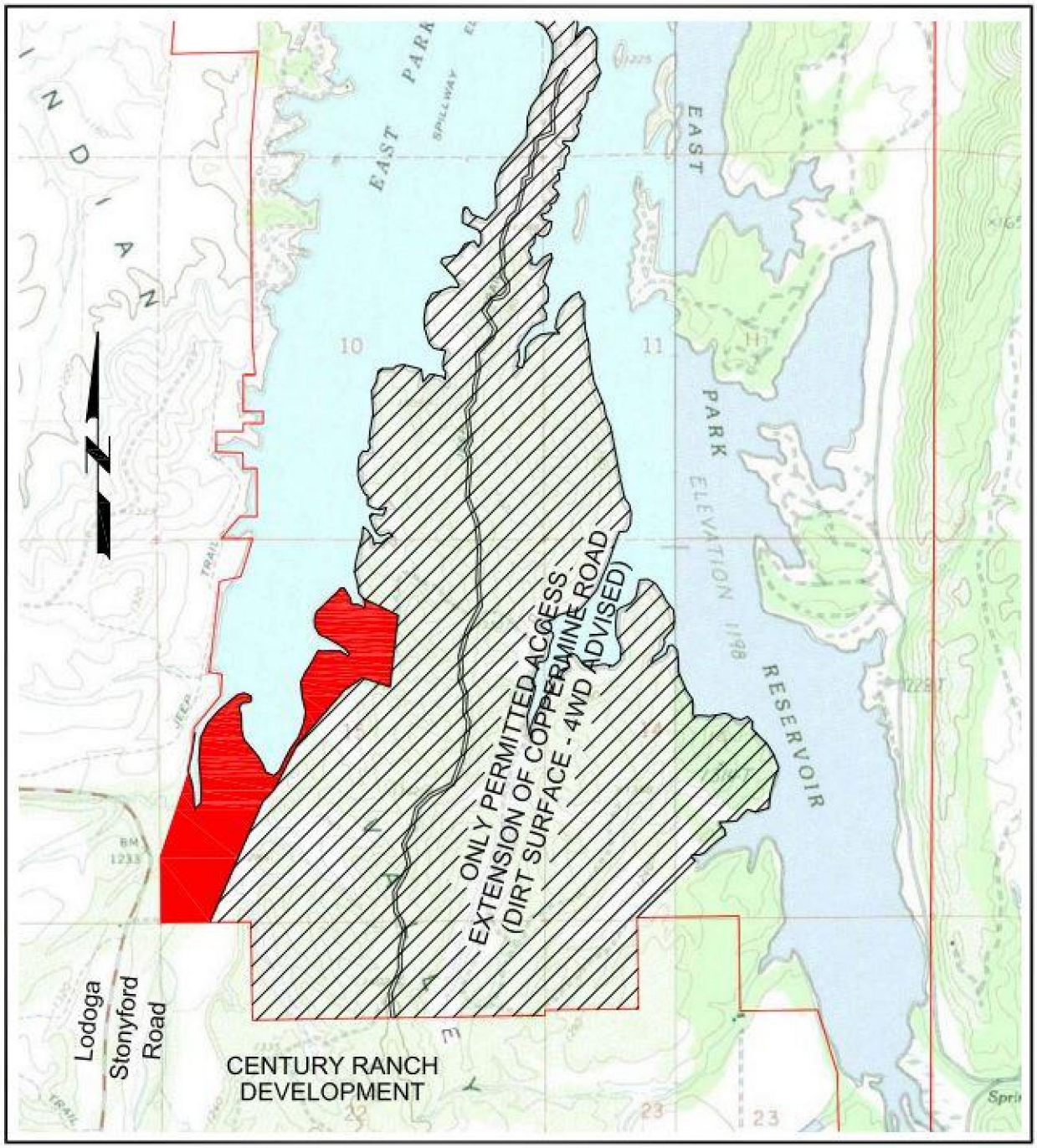
Attachment: 2022_State_of_Ca._Dept._of_Fish_and_Wildlife-East_Park_Reservoir_Entry_License_-

Exhibit 'B'



Attachment: 2022_State_of_Ca._Dept._of_Fish_and_Wildlife-East_Park_Reservoir_Entry_License_-_ver2.doc (8347 : State Fish and Wildlife

Exhibit 'C'



Legend

- East Park Boundary
- Restricted Area
- Elk Hunt Zone

1000 0 1000 2000 3000

Scale 1" = 2000 FT

N W S

Attachment: 2022_State_of_Ca._Dept._of_Fish_and_Wildlife-East_Park_Reservoir_Entry_License_-_ver2.doc (8347 : State Fish and Wildlife

COUNTY OF COLUSA, CA **2.15**

Request For County Board of Supervisors Action

MEETING DATE: **May 24, 2022**

DEPARTMENT: **Public Works/Road Department**

FROM: **Michael Azevedo**

SUBJECT: **Consider and approve the First Modification of Contract C07-196 between Stonycreek Garbage Service and the County of Colusa**

Approve the 1st Modification to **Stonycreek Garbage Services**, for franchise collection of waste materials.

Detailed Description/Background of request

On August 7th, 2007 Stony Creek Garbage Service, entered into a franchise contract, C07-196 ("Contract") with Colusa County to provide franchise collection of waste materials in the Colusa County Western mountain area and disposal of wastes at the Stonyford Landfill. The Contract term was originally for ten years, after which it would continue on a year to year basis provided either party did not serve written notice of non-renewal.

Since that time, the Contract has continued without adjustment to the Franchise collection fees. On April 7, 2022 a request was received by the Department to exercise Section 5 of C07-196.

This modification would increases monthly fee for weekly collection as follows:

		Existing	Proposed	
•	Household cans -	$27.00	$30.00	11% increase
•	1 yard bins -	$54.40	$60.00	10% increase
•	2 yard bins -	$102.80	$115.00	11%increase

Additionally, Restructure roll off bin schedule to reflect the following:

- 10 yard roll off - $600 plus disposal fee
- 20 yard roll off - $700 plus disposal fee
- 30 yard roll off - $800 plus disposal fee
- 40 yard roll off - $900 plus disposal fee

Previously, only 30 yard roll off service was offered at a cost of $300 plus disposal fee and $100.00 per hour drive time charge for service outside of the Town of Stonyford area.

Staff recommends approval of the requested modification.

Prior Board Action
Approval of the underlying contract C07-196

Fiscal Impact/Funding Source
No fiscal impact anticipated.

Action for the Clerk
Please obtain necessary signatures.

ATTACHMENTS:

- C07-196 mod 01 (DOCX)
- Colusa County - Rate increase Prop 2022 (DOCX)
- C07-196 Stonycreek Garbage Serv (PDF)

C___-_____

First Modification of Solid Waste Franchise Collection Contract C07-196

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

Background

1. On August 7, 2007, the parties entered into contract C07-196 to provide County with services for the collection of solid waste, the collection of recyclable materials in the area west of the Tehama-Colusa Canal from the Northern Colusa County border south to Highway 20 and west of Highway 20 thereafter ("Contract").

The County and Contractor now agree to modify Contract C07-196 as follows:

Modification

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

Monthly fee for weekly collection of residential/commercial accounts

- Household cans - $30.00
- 1 yard bins - $60.00
- 2 yard bins - $115.00

Restructure roll off bin schedule to reflect the following:

- 10 yard roll off - $600 plus disposal fee
- 20 yard roll off - $700 plus disposal fee
- 30 yard roll off - $800 plus disposal fee
- 40 yard roll off - $900 plus disposal fee

Construction

2. All other terms and conditions of the Contract shall remain in full force.

3. The effective date of this modification shall be the date it is approved by the County Board of Supervisors.

Attachment: C07-196 mod 01 [Revision 1] (8351 : 1st Mod Stonycreek Garbage Service)

C___-_____

This modification is executed on May 24, 2022.

COUNTY OF COLUSA

_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

CONTRACTOR

_____
Signature

_____
Printed Name and Title

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

By _____, Deputy

Attachment: C07-196 mod 01 [Revision 1] (8351 : 1st Mod Stonycreek Garbage Service)

Stonycreek Garbage Service
PO BOX 195
Stonyford, CA 95979

County of Colusa
547 Market St.
Colusa, CA 95932

To whom it may concern:

Stonycreek Garbage Service is requesting a rate increase for trash collection in our permit area. Please see our reasons for this request below:

- Last rate increase was back in 2006
- Cost of living rates have increased by 40% since 2006
- Cost of fuel has gone up $2.00 in the last 2 years

We are requesting for, roughly, a 12% increase to cover our costs. Below is a reflection of this increase:

- Household cans - $30.00
- 1 yard bins - $60.00
- 2 yard bins - $115.00

We would like to change the billing on roll off bins to a set tunnage with an extra charge for over tunnage, according to dumping fees at time of service.

- 10 yard roll off - $600 plus disposal fee
- 20 yard roll off - $700 plus disposal fee
- 30 yard roll off - $800 plus disposal fee
- 40 yard roll off - $900 plus disposal fee

We are grateful for the ongoing support and understanding in this matter. If you have any questions or concerns, please feel free to reach out to me at kcook3273@yahoo.com, or by phone at 530-713-3158.

Thank you,

Ken Cook

Owner/Operator

Attachment: Colusa County - Rate increase Prop 2022 (8351 : 1st Mod Stonycreek Garbage Service)

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

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

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

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

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

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

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

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

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

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

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

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

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

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

to the limits of liability of the insuring company.

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

13. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address, set forth herein below. Either party may change its address by notifying the other party of the change of address.

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

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

If to Collector: _____
_____
_____

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

a. Collector shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Collector to this Agreement.

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

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

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

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

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

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

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

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

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

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

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

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

    Exhibit A - Scope of Services

    Exhibit B - Franchise Waste Collection Proposal

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

COUNTY OF COLUSA

Mark D. Marshall, Chairman
Board of Supervisors

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

By _____
Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts
County Counsel

COLLECTOR
Stonycreek Garbage Service

By: Ken Cook

Title owner

Address P.O. Box 95

Stonyford, CA 95979

Telephone 530 713 3158

Dated 8/15/07

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

BACKGROUND

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

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

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

SCOPE OF WORK

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

1. Provide residential solid waste collection.

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

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

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

2. Provide commercial/recreational large scale waste collection.

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

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

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

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

3. Describe drop box services if applicable.

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

SELECTION PROCESS

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

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

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

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

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

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

FRANCHISE AGREEMENT INFORMATION

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

SUBMITTAL TIME FRAME

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

Proposals shall be addressed to:

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

Questions regarding this Request for Proposals should be directed to:

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

July 14, 2007

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

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

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

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

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

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

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

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

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

July 14, 2007

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

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

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

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

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

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

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

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

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

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

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

July 23, 2007

Colusa County
Public Works Department

ADDENDUM TO PROPOSAL

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

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

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

Thank you,
Stonycreek Garbage Service

Attachment: C07-196 Stonycreek Garbage Serv (8351 : 1st Mod Stonycreek Garbage Service)

Aug 7, 2007

COUNTY OF COLUSA, CA **2.16**

Request For County Board of Supervisors Action

MEETING DATE: **May 24, 2022**

DEPARTMENT: **County Administrative Office**

FROM: **Ann Nordyke**

SUBJECT: **Approve Memorandum of Understanding with Arbuckle Park and Recreation District (APRD)**

Approve Memorandum of Understanding with **Arbuckle Park and Recreation District** to manage/maintain the Memorial Park located at 309 5th Street, Arbuckle, CA.

Detailed Description/Background of request

The County has never had a written agreement for APRD to manage/maintain the Memorial Park in Arbuckle, CA. The District needs to have an agreement in place for insurance and grant solicitation purposes.

As written the agreement provides that the District shall have responsibility for managing and maintaining the Park at their own expense. Any improvements to the Park become property of the County. This agreement does not apply to the old train depot, as that project is being managed by the Arbuckle Revitalization Committee.

The District has reviewed and approved this agreement.

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Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Obtain signatures and Chair Corona will take a copy back with him for APRD.

ATTACHMENTS:

- Arbuckle Park and Rec MOU-FINAL (DOCX)
- MOU Arbuckle Parks and Recreation Distric (PDF)

MEMORAUNDUM OF UNDERSTANDING
WITH ARBUCKLE PARKS AND RECREATION DISTRICT

This Memorandum of Understanding (MOU) is between the County of Colusa, a political subdivision of the State of California (County), and the Arbuckle Parks and Recreation District (District), an independent special district.

Recitals

A. Whereas County recently acquired the land and improvements located at the corner of Hall and Fifth Streets, Arbuckle, California, identified as a portion of assessor parcel number 020-024-007-000, commonly known as Memorial Park (Park) and identified on the attached map marked Exhibit A;

B. Whereas the Park has historically been managed and maintained by the District for the beneficial use of the community and the region;

C. Whereas District desires to continue to manage and maintain the Park;

Now, therefore, the parties agree as follows:

Duties of District:

1. District shall manage the Park on behalf of County including special events and rentals, ensuring that all appropriate permissions are obtained from regulatory agencies of the County and State. District shall retain any revenue from said special events and/or rentals. Notwithstanding the preceding, the County shall retain the right to use the Park for County events at no cost to the County.

2. District shall perform all maintenance and repairs required on the grounds and improvements located at the Park, at their own expense. All improvements to the Park shall become property of the County. This section shall not apply to the old train depot currently located partially on APN 020-024-007-000.

3. District shall be responsible for all utilities costs including municipal waste disposal.

4. District shall obtain County approval of any structural modifications proposed to be made to the Park prior to implementing the modification.

5. District shall obtain Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage.

   A. Policy Endorsements: Said insurance shall include an endorsement or an amendment to the policy of insurance:

Attachment: Arbuckle Park and Rec MOU-FINAL (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

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 District;

2) Providing that District's insurance shall be the primary insurance as respects County. 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 District'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;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

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

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

6. District shall provide Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

7. At the time of execution of this MOU, District shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this MOU.

8. District shall manage the Park in compliance with all applicable Federal, State and local laws, rules and regulations.

9. District shall defend, indemnify, and hold the County and its officers, agents, employees and volunteers (collectively, "County Parties") harmless against all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, liens, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to District's management of the Park, or any act, error, omission, or negligence of District, its agents, servants, officers, directors, members, employees, or guests.

Duties of County:

10. County shall ensure access to the Park for District's maintenance and management.

Attachment: Arbuckle Park and Rec MOU-FINAL (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

11. County shall provide property insurance for the Park at $2,000,000 per occurrence.
12. County shall coordinate with District any use of the Park by County.

General Conditions:

13. **Term:** The Initial term shall be June 1, 2019 through May 31, 2029, and shall renew in 10-year increments upon written approval of the parties.

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

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

If to County:	County of Colusa ATTN: Chairman of the Board of Supervisors 547 Market Street, Suite 110 Colusa, California 95932
If to District:	Arbuckle Park and Recreation District ATTN: General Manager PO Box 1376 Arbuckle, CA 95912

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

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

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

19. **Termination**: This MOU may be terminated:

    A. Immediately for cause if either party violates the terms or provision of this MOU; or

Attachment: Arbuckle Park and Rec MOU-FINAL (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

B. By either party with 90 days written notice.

20. **Partial Invalidity:** If any provision of this MOU 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.

COUNTY OF COLUSA

_____
J. Merced Corona, Board Chair

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

By

_____
Ann Nordyke, Deputy

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ARBUCKLE PARK AND RECREATION DISTRICT

_____
Signature

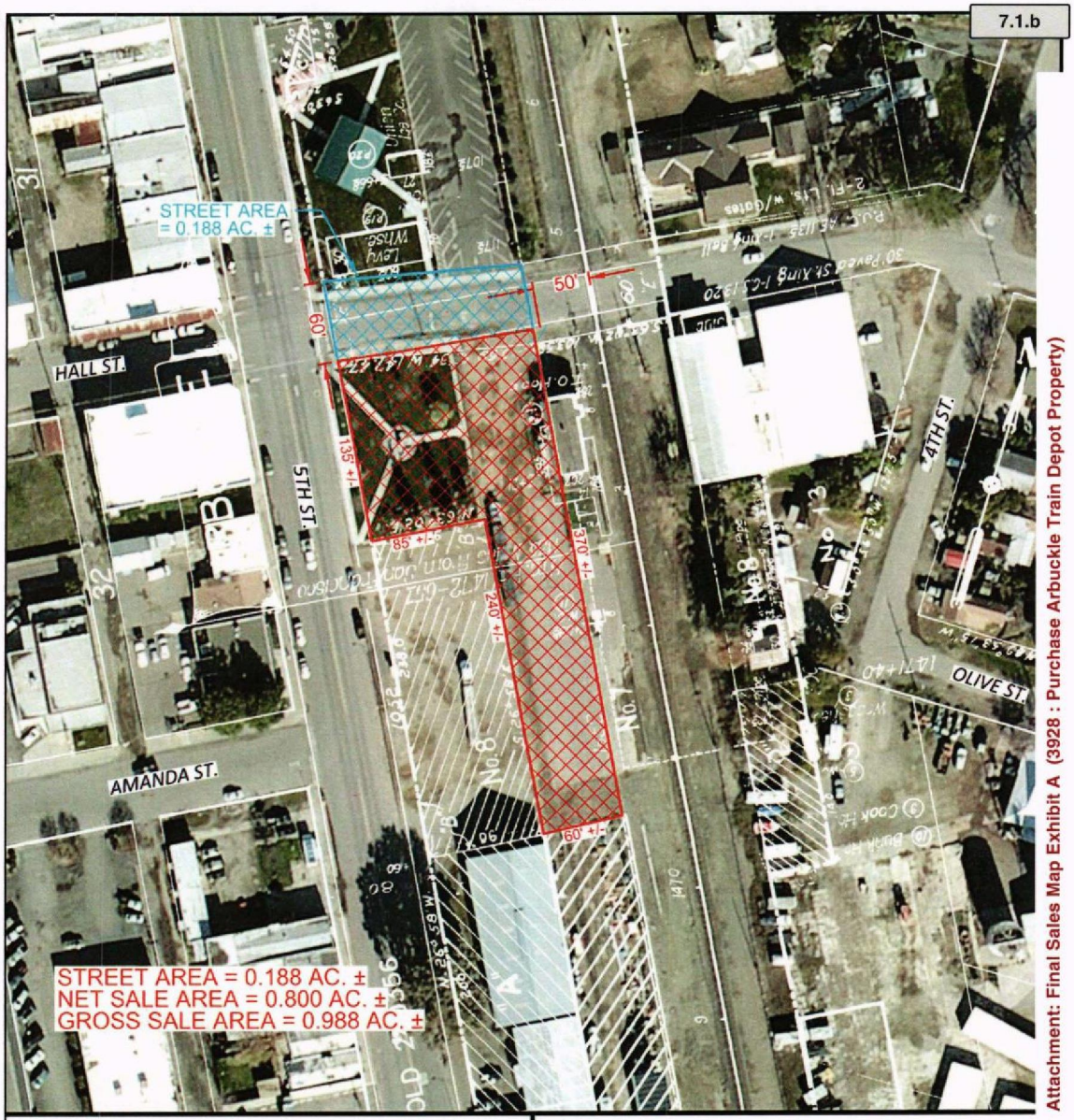
_____
Printed Name and Title

ATTEST: Clerk of the Arbuckle Park and Recreation District

By _____

Attachment: Arbuckle Park and Rec MOU-FINAL (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

Exhibit A



Attachment: Final Sales Map Exhibit A (3928 : Purchase Arbuckle Train Depot Property)
Attachment: Arbuckle Park and Rec MOU-FINAL (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

MEMORAUNDUM OF UNDERSTANDING WITH ARBUCKLE PARKS AND RECREATION DISTRICT

This Memorandum of Understanding (MOU) is between the County of Colusa, a political subdivision of the State of California (County), and the Arbuckle Parks and Recreation District (District), an independent special district.

Recitals

A. Whereas County recently acquired the land and improvements located at the corner of Hall and Fifth Streets, Arbuckle, California, identified as a portion of assessor parcel number020-024-007-000, commonly known as Memorial Park (Park) and identified on the attached map marked Exhibit A;

B. Whereas the Park has historically been managed and maintained by the District for the beneficial use of the community and the region;

C. Whereas District desires to continue to manage and maintain the Park;

Now, therefore, the parties agree as follows:

Duties of District:

1. District shall manage the Park on behalf of County including special events and rentals, ensuring that all appropriate permissions are obtained from regulatory agencies of the County and State. District shall retain any revenue from said special events and/or rentals. Notwithstanding the preceding, the County shall retain the right to use the Park for County events at no cost to the County.

2. District shall perform all maintenance and repairs required on the grounds and improvements located at the Park, at their own expense. All improvements to the Park shall become property of the County. This section shall not apply to the old train depot currently located partially on APN 020-024-007-000.

3. District shall be responsible for all utilities costs including municipal waste disposal.

4. District shall obtain County approval of any structural modifications proposed to be made to the Park prior to implementing the modification.

5. District shall obtain Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage.

   A. Policy Endorsements: Said insurance shall include an endorsement or an amendment to the policy of insurance:

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

      2) Providing that District's insurance shall be the primary insurance as respects County. 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 District's insurance;

Attachment: MOU Arbuckle Parks and Recreation Distric (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

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;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

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

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

6. District shall provide Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

7. At the time of execution of this MOU, District shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this MOU.

8. District shall manage the Park in compliance with all applicable Federal, State and local laws, rules and regulations.

9. District shall defend, indemnify, and hold the County and its officers, agents, employees and volunteers (collectively, "County Parties") harmless against all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, liens, losses, damages, expenses, charges or costs, of any kind or character, including attorneys 'fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to District's management of the Park, or any act, error, omission, or negligence of District, its agents, servants, officers, directors, members, employees, or guests.

Duties of County:

10. County shall ensure access to the Park for District's maintenance and management.

11. County shall provide property insurance for the Park at $2,000,000 per occurrence.
12. County shall coordinate with District any use of the Park by County.

General Conditions:

13. **Term:** The Initial term shall be June 1, 2019 through May31, 2029, and shall renew in 10-year increments upon written approval of the parties.

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

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

Attachment: MOU Arbuckle Parks and Recreation Distric (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

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
ATTN: Chairman of the Board of Supervisors
547 Market Street, Suite 110
Colusa, California 95932

If to District:
Arbuckle Park and Recreation District
ATTN: General Manager
PO Box 1376
Arbuckle, CA 95912

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

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

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

19. **Termination**: This MOU may be terminated:

    A. Immediately for cause if either party violates the terms or provision of this MOU; or

    B. By either party with 90 days written notice.

20. **Partial Invalidity:** If any provision of this MOU 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.

COUNTY OF COLUSA

_____
J. Merced Corona, Board Chair

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

By _____
Ann Nordyke, Deputy

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ARBUCKLE PARK AND RECREATION DISTRICT

Ellen Voorhees
Signature

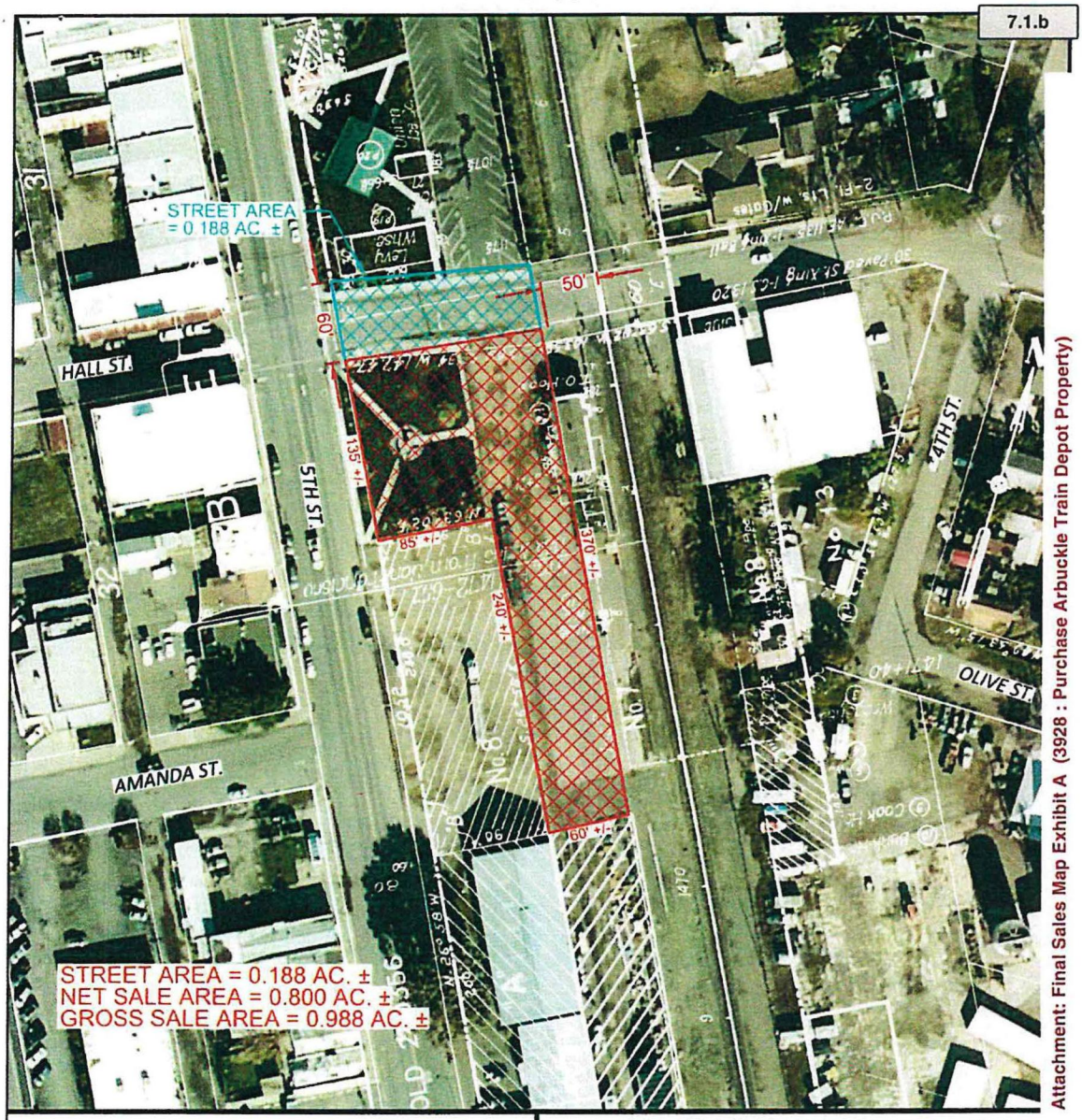
Ellen Voorhees, APRD Chair
Printed Name and Title

ATTEST: Clerk of the Arbuckle Park and Recreation District

By _____
Jody Ehrke

Attachment: MOU Arbuckle Parks and Recreation Distric (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

Exhibit A



LEGEND:

SALE AREA .....

STREET AREA .....

UPRRCO. R/W OUTLINED .....

CADD FILENAME	0276968.DGN
SCAN FILENAME	0276968-CAV84S10.TIFF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPAN

ARBUCKLE, COLUSA COUNTY, CA

M.P. 113.5 - DUNSMUIR TO DAVIS LINE

TO ACCOMPANY AGREEMENT WITH

SP CA V-84 / S-10
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 4-17-2017

RRM FILE: 2769-6

7.1.b

Attachment: Final Sales Map Exhibit A (3928 : Purchase Arbuckle Train Depot Property)

Packet Pg. 208

Attachment: MOU Arbuckle Parks and Recreation Distric (8406 : Approve Use Agreement with Arbuckle Park and Recreation District)

COUNTY OF COLUSA, CA

3.1

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Human Resources

FROM: Jolene Church

SUBJECT: Approve New Salary Range for Operations Supervisor to Address Salary Inversion

Approve new salary range for Operations Supervisor (MSC 30) $4,128 - $6,776 effective May 6, 2022.

Detailed Description/Background of request

On April 5, 2016, the Board ratified the 2016-2019 CCEA Miscellaneous Memorandum of Understanding that included an equity adjustment to bring 103 classifications that fell below the County's established market comparison threshold (approximately 5% below market) to the threshold.

A salary study was conducted by Bryce Consulting to determine the benchmark position salary for each job family. Information provided to Bryce on the job families incorrectly grouped the benchmarked classification relationships.

There are three classifications in the Transit grouping, Transit Driver, Lead Transit Specialist and Operations Supervisor. When the study was done, the Benchmarks to CCEA Positions document provided to the consultant grouped the Lead Transit Specialist with Equipment Mechanic and not in the Transit family that it belonged. As a result, the Operations Supervisor position, which supervises the Lead Transit Specialist, was inadvertently left off the equity adjustment schedule because separation between the Transit Driver and the Operations Supervisor was sufficient.

The Lead Transit Specialist received an equity adjustment but not the Operations Supervisor because the benchmark grouping was incorrect.

As a general practice, the County maintains a 3-range spread between first line supervisors and subordinate staff. Because of the equity adjustments to the subordinate positions, the Operations Supervisor (MSC 23) salary range is below that of the subordinate Lead Transit Specialist (MSC 27).

To adjust salary inversion HR is recommending that the Operations Supervisor salary range adjusted from the current MSC 23 ($3,557-$5,842) to MSC 30 ($4,128 -6,776).

CCEA was given an opportunity to review the proposed adjustment and concurs with

the recommendation.

Prior Board Action
Board approved an equity adjustment to Transit job family classifications to be phased in between January 1, 2016 and September 30, 2019. Board approved a revision to the minimum qualifications of the Operations Supervisor on December 15, 2020.

Fiscal Impact/Funding Source
The fiscal impact for this recommended action is approximately $1,332.28 for FY 21/22 and $6,066.31 for FY 22/23.

Action for the Clerk
None

ATTACHMENTS:

- Equity Adjustment MOU Append A (PDF)
- Benchmarks to CCEA Positions 2016 (PDF)
- Transit Driver Benchmark Salary Survey (PDF)

APPENDIX A
EQUITY ADJUSTMENTS
MISCELLANEOUS UNIT

Introduction: The purpose of this introduction is to provide historical context and generally describe the methodology used to determine the equity adjustments identified below. This general description of methodology is not controlling. The equity adjustments identified in this Appendix have been agreed upon by the Parties and they are the only equity adjustments to be provided during the term of this Agreement. While the methodology used here may guide the Parties in the future, it is not binding on either Party going forward.

- **Survey Counties:** The County surveyed the following counties: Amador; Butte; Glenn; Lake; Shasta; Sutter; Tehama; Yolo; and, Yuba.
- **Compensation Surveyed:**[1] Wages and longevity benefits that were in effect or scheduled to be in effect on January 1, 2016.
- **Classifications Surveyed:** The County surveyed Benchmark Classifications only. The Benchmark Classifications which are represented by the CCEA are **bolded** in the equity adjustment schedules which follow.
- **Desired Relationships to Surveyed Counties:** Subject to the fiscal limitations of the County, generally it is the County's desire to compensate employees at a level that is within plus or minus 5% of the median of the surveyed counties.
- **Benchmark Classifications:** Benchmark classifications which were identified to be more than 5% below the median of the survey counties are scheduled to receive equity adjustments sufficient to bring them to within approximately 5% of the median.
- **Separations between Classifications within a series:** Following the application of equity adjustments to Benchmark Classifications, those classifications within a series were adjusted to generally provide the following separations: 4 salary ranges or approximately 10% between entry and journey level classes in a series; 4 salary ranges or approximately 10% between journey and advanced journey level classes in a series; 3 salary ranges or approximately 7.5% between advanced journey level classes and lead worker; 3 salary ranges or approximately 7.5% between supervisor and lead worker where there is one or, 6 salary ranges or approximately 15% between first line supervisor and highest, non-lead worker level supervised; and, 6 to 8 salary ranges or approximately 15% to 20% between a first line manager and highest level managed or supervised.
- **Separation between Benchmark Classifications and classifications not in a series:** The separation between Benchmark Classifications and those classifications not in a series was determined on a case-by-case basis. Generally, these separations did not change.

Equity Adjustments: The Parties agree that the following classifications will receive equity increases in the form of salary range adjustments in accordance with the following schedule.

Effective April 1, 2016

Classification	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Account Clerk II	4	MSC10	MSC11	2.52%
Account Clerk III	4	MSC14	MSC15	2.50%
Classification	**Budgeted Positions**	**Current Range**	**New Range**	**Approximate Monthly Increase Percentage**

[1] Healthcare benefits (health, dental and vision) were surveyed separately.

Attachment: Equity Adjustment MOU Append A (8389 : Approve new salary range for Operations Supervisor)

Account Clerk Supervisor	1	MSC20	MSC21	2.54%
Accounting Technician	7	MSC20	MSC21	2.54%
Medical Billing Specialist	2	MSC20	MSC21	2.54%
Asst. Revenue & Recovery	1	MSC20	MSC21	2.54%
Financial Eligibility Worker	1	MSC20	MSC21	2.54%
Risk Management Specialist	1	MSC22	MSC23	2.50%
Department Secretary	1	MSC12	MSC13	2.53%
Administrative Secretary I	2	MSC16	MSC17	2.50%
Appraiser Aide	1	MSC16	MSC17	2.50%
Building Inspector	1	MSC28	MSC29	2.52%
Building Maintenance Worker II	3	MSC16	MSC17	2.50%
Building Maintenance Lead Worker	1	MSC19	MSC20	2.52%
Deputy Clerk Recorder Registrar I	1	MSC11	MSC12	2.52%
Deputy Clerk Recorder Registrar II	2	MSC17	MSC18	2.50%
Vocational Assistant	6	MSC03	MSC04	2.53%
Eligibility Worker I	8	MSC08	MSC09	2.53%
Eligibility Worker II	4	MSC12	MSC13	2.53%
Eligibility Worker III	4	MSC16	MSC17	2.50%
Asst. Veterans Services Officer	1	MSC14	MSC15	2.50%
Engineering Technician Trainee	2	MSC16	MSC17	2.50%
Equipment Mechanic	1	MSC18	MSC19	2.50%
Lead Transit Specialist	1	MSC20	MSC21	2.52%
Heavy Equipment Mechanic	1	MSC22	MSC23	2.50%
Equipment Maintenance Supervisor	1	MSC28	MSC29	2.52%
Legal Secretary	3	MSC14	MSC15	2.50%
Senior Legal Secretary	2	MSC18	MSC19	2.50%
Library Assistant II	1	MSC08	MSC9	2.53%
Office Assistant I	4	MSC01	MSC02	2.53%
Office Assistant II	4	MSC05	MSC06	2.53%
Purchasing Technician	1	MSC17	MSC18	2.50%
Road Maintenance Worker I	2	MSC12	MSC13	2.53%
Road Maintenance Worker II	8	MSC16	MSC17	2.50%
Road Maintenance Worker III	2	MSC20	MSC21	2.52%
Road Maintenance Worker IV	2	MSC22	MSC23	2.50%
Road Maintenance Lead Worker	3	MSC25	MSC26	2.52%
Public Works Supervisor	2	MSC29	MSC30	2.50%
Parks and Recreation Attendant	1	MSC15	MSC16	2.50%
Parks and Recreation Lead Worker	1	MSC17	MSC18	2.50%
Social Services Assistant	2	MSC16	MSC17	2.50%
Counselor II	1	MSC27	MSC28	2.51%
Traffic Control Technician	1	MSC16	MSC17	2.50%
Total Number of Positions	103			

Effective April 1, 2017

Classification)	**Budgeted Positions**	**Current Range**	**New Range**	**Approximate Monthly Increase Percentage**
Account Clerk II	4	MSC11	MSC12	2.52%
Account Clerk III	4	MSC15	MSC16	2.50%
Account Clerk Supervisor	1	MSC21	MSC22	2.51%
Accounting Technician	7	MSC21	MSC22	2.51%
Medical Billing Specialist	2	MSC21	MSC22	2.51%
Classification – (MSC)	**Budgeted Positions**	**Current Range**	**New Range**	**Approximate Monthly Increase Percentage**

Attachment: Equity Adjustment MOU Append A (8389 : Approve new salary range for Operations Supervisor)

Classification – (MSC)	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Asst. Revenue & Recovery	1	MSC21	MSC22	2.51%
Financial Eligibility Worker	1	MSC21	MSC22	2.51%
Risk Management Specialist	1	MSC23	MSC24	2.52%
Department Secretary	1	MSC13	MSC14	2.50%
Administrative Secretary I	2	MSC17	MSC18	2.50%
Appraiser Aide	1	MSC17	MSC18	2.50%
Building Inspector	1	MSC29	MSC30	2.50%
Building Maintenance Worker II	3	MSC17	MSC18	2.50%
Building Maintenance Lead worker	1	MSC20	MSC21	2.52%
Deputy Clerk Recorder Registrar I	1	MSC12	MSC13	2.53%
Vocational Assistant	6	MSC04	MSC05	2.51%
Eligibility Worker I	8	MSC09	MSC10	2.51%
Eligibility Worker II	4	MSC13	MSC14	2.50%
Eligibility Worker III	4	MSC17	MSC18	2.50%
Asst. Veterans Services Officer	1	MSC15	MSC16	2.50%
Engineering Technician Trainee	2	MSC17	MSC18	2.50%
Equipment Mechanic	1	MSC19	MSC20	2.52%
Lead Transit Specialist	1	MSC21	MSC22	2.51%
Heavy Equipment Mechanic	1	MSC23	MSC24	2.52%
Equipment Maintenance Supervisor	1	MSC29	MSC30	2.50%
Legal Secretary	3	MSC15	MSC16	2.50%
Senior Legal Secretary	2	MSC19	MSC20	2.52%
Road Maintenance Worker I	2	MSC13	MSC14	2.50%
Road Maintenance Worker II	8	MSC17	MSC18	2.50%
Road Maintenance Worker III	2	MSC21	MSC22	2.51%
Road Maintenance Worker IV	2	MSC23	MSC24	2.52%
Road Maintenance Lead Worker	3	MSC26	MSC27	2.50%
Public Works Supervisor	2	MSC30	MSC31	2.50%
Parks and Recreation Attendant	1	MSC16	MSC17	2.50%
Parks and Recreation Lead Worker	1	MSC18	MSC19	2.50%
Social Services Assistant	2	MSC17	MSC18	2.50%
Traffic Control Technician I	1	MSC17	MSC18	2.50%
Total Number of Positions	89			

Effective April 1, 2018

Classification – (MSC)	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Department Secretary	1	MSC14	MSC15	2.50%
Administrative Secretary I	2	MSC18	MSC19	2.50%
Building Maintenance Worker II	3	MSC18	MSC19	2.50%
Building Maintenance Lead worker	1	MSC21	MSC22	2.51%
Deputy Clerk Recorder Registrar I	1	MSC13	MSC14	2.50%
Vocational Assistant	6	MSC05	MSC06	2.53%
Eligibility Worker I	8	MSC10	MSC11	2.52%
Eligibility Worker II	4	MSC14	MSC15	2.50%
Eligibility Worker III	4	MSC18	MSC19	2.50%
Asst. Veterans Services Officer	1	MSC16	MSC17	2.50%
Engineering Technician Trainee	2	MSC18	MSC19	2.50%
Equipment Mechanic	1	MSC20	MSC21	2.52%
Lead Transit Specialist	1	MSC22	MSC23	2.50%
Heavy Equipment Mechanic	1	MSC24	MSC25	2.51%
Classification – (MSC)	**Budgeted**	**Current**	**New**	**Approximate Monthly**

Attachment: Equity Adjustment MOU Append A (8389 : Approve new salary range for Operations Supervisor)

	Positions	Range	Range	Increase Percentage
Equipment Maintenance Supervisor	1	MSC30	MSC31	2.50%
Legal Secretary	3	MSC16	MSC17	2.50%
Senior Legal Secretary	2	MSC20	MSC21	2.52%
Road Maintenance Worker IV	2	MSC24	MSC25	2.51%
Road Maintenance Lead Worker	3	MSC27	MSC28	2.51%
Public Works Supervisor	2	MSC31	MSC32	2.51%
Social Services Assistant	2	MSC18	MSC19	2.50%
Total Number of Positions	51			

Effective April 1, 2019

Classification – (MSC)	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Building Maintenance Worker II	3	MSC19	MSC21	5.10%
Building Maintenance Lead worker	1	MSC22	MSC25	7.71%
Vocational Assistant	6	MSC06	MSC08	5.09%
Eligibility Worker I	8	MSC11	MSC13	5.12%
Eligibility Worker II	4	MSC15	MSC17	5.07%
Eligibility Worker III	4	MSC19	MSC21	5.10%
Asst. Veterans Services Officer	1	MSC17	MSC19	5.07%
Engineering Technician Trainee	2	MSC19	MSC22	7.74%
Equipment Mechanic	1	MSC21	MSC25	10.42%
Lead Transit Specialist	1	MSC23	MSC27	10.43%
Heavy Equipment Mechanic	1	MSC25	MSC29	10.43%
Equipment Maintenance Supervisor	1	MSC31	MSC35	10.40%
Legal Secretary	3	MSC17	MSC18	2.50%
Senior Legal Secretary	2	MSC21	MSC22	2.51%
Road Maintenance Worker IV	2	MSC25	MSC26	2.52%
Road Maintenance Lead Worker	3	MSC28	MSC29	2.52%
Social Services Assistant	2	MSC19	MSC20	2.52%
Total Number of Positions	45			

Attachment: Equity Adjustment MOU Append A (8389 : Approve new salary range for Operations Supervisor)

Benchmarks to CCEA Positions

BchMk	Position Title	Schedule	Range	Step 6
	ACCOUNT CLERK I	MSC	5	$2,491.00
XX	ACCOUNT CLERK II	MSC	10	$2,821.00
	ACCOUNT CLERK III	MSC	14	$3,116.00
	ACCOUNT CLERK SUPERVISOR	MSC	20	$3,615.00
	ACCOUNTING TECHNICIAN	MSC	20	$3,615.00
	MEDICAL BILLING SPECIALIST	MSC	20	$3,615.00
	ASSISTANT REVENUE & RECOVERY OFFICER	MSC	20	$3,615.00
	FINANCIAL ELIGIBILITY WORKER	MSC	20	$3,615.00
	RISK MANAGEMENT SPECIALIST	MSC	22	$3,799.00
	ACCOUNTANT I	PF	26	$4,234.00
	STAFF SERVICES ANALYST I	PF	29	$4,561.00
XX	ACCOUNTANT II	PF	30	$4,676.00
	FISCAL PROGRAM ANALYST	MSC	31	$4,748.00
	PROPERTY TAX MANAGER	PF	34	$5,162.00
	STAFF SERVICES ANALYST II	PF	35	$5,292.00
	BUDGET ANALYST - DHHS	PF	35	$5,292.00
	FISCAL SERVICES DIRECTOR - SHERIFF	PFA	36	$5,403.00
	DEPARTMENT SECRETARY	MSC	12	$2,965.00
	ADMINISTRATIVE SECRETARY I	MSC	16	$3,274.00
XX	ADMINISTRATIVE SECRETARY II	MSC	20	$3,615.00
	FIELD RESEARCH ASSOCIATE	MSC	16	$3,274.00
	AIR POLLUTION STANDARDS OFFICER I	PF	21	$3,740.00
	AG. BIOLOGIST & STANDARDS OFFICER/APCO I	PF	25	$4,130.00
	AIR POLLUTION STANDARDS OFFICER II	PF	25	$4,130.00
XX	AG. BIOLOGIST & STANDARDS OFFICER/APCO II	PF	29	$4,561.00
	AG. BIOLOGIST & STANDARDS OFFICER/APCO III	PF	33	$5,036.00
	DEPUTY AIR POLLUTION CONTROL OFFICER	PF	36	$5,425.00
	WATER RESOURCES COORDINATOR	PF	36	$5,425.00
	APPRAISER AIDE	MSC	16	$3,274.00
	APPRAISER I	PF	21	$3,740.00
XX	APPRAISER II	PF	25	$4,130.00
	AUDITOR/APPRAISER I	PF	26	$4,234.00
	APPRAISER III	PF	29	$4,561.00
	TRANSFER ANALYST	MSC	16	$3,274.00
XX	ASSESSMENT TECHNICIAN	MSC	20	$3,615.00
XX	ASSOCIATE PLANNER	PF	36	$5,425.00
XX	BUILDING INSPECTOR	MSC	28	$4,408.00
	BUILDING MAINTENANCE WORKER I	MSC	12	$2,965.00
XX	BUILDING MAINTENANCE WORKER II	MSC	16	$3,274.00
	BUILDING MAINTENANCE LEADWORKER	MSC	19	$3,526.00

Attachment: Benchmarks to CCEA Positions 2016 (8389 : Approve new salary range for Operations Supervisor)

Benchmarks to CCEA Positions

BchMk	Position Title	Schedule	Range	Step 6
	CHILD SUPPORT ASSISTANT I	MSC	10	$2,821.00
	CHILD SUPPORT ASSISTANT II	MSC	14	$3,116.00
	CHILD SUPPORT SPECIALIST I	MSC	19	$3,526.00
XX	CHILD SUPPORT SPECIALIST II	MSC	23	$3,894.00
	CHILD SUPPORT SPECIALIST III	MSC	27	$4,300.00
	CHILD SUPPORT SUPERVISOR	MSC	32	$4,867.00
XX	CUSTODIAN	MSC	6	$2,554.00
	CUSTODIAN LEADWORKER	MSC	9	$2,752.00
	DEPUTY CLERK RECORDER REGISTRAR I	MSC	11	$2,892.00
XX	DEPUTY CLERK RECORDER REGISTRAR II	MSC	17	$3,356.00
	CHIEF DEPUTY COUNTY CLERK AND RECORDER	MSC	21	$3,706.00
	DEPUTY CLERK OF THE BOARD OF SUPERVISORS I	CNF	18	$3,440.00
XX	DEPUTY CLERK OF THE BOARD OF SUPERVISORS II	CNF	22	$3,799.00
	CHIEF DEPUTY CLERK OF THE BOARD OF SUPERVISORS	CNF	32	$4,867.00
	DEPUTY DISTRICT ATTORNEY I	PF	43	$6,453.00
XX	DEPUTY DISTRICT ATTORNEY II	PF	48	$7,304.00
	DEPUTY DISTRICT ATTORNEY III	PF	51	$7,867.00
	WORK CREW SUPERVISOR	MSC	14	$3,116.00
	WORK PROGRAM COORDINATOR	MSC	18	$3,440.00
XX	DEPUTY PROBATION OFFICER II	DSA	35	$4,862.00
	VOCATIONAL ASSISTANT	MSC	3	$2,370.00
	ELIGIBILITY WORKER I	MSC	8	$2,684.00
XX	ELIGIBILITY WORKER II	MSC	12	$2,965.00
	ASSISTANT VETERANS SERVICE OFFICER	MSC	14	$3,116.00
	ELIGIBILITY WORKER III	MSC	16	$3,274.00
	CCS ELIGIBILITY WORKER	MSC	16	$3,274.00
	EMPLOYMENT & TRAINING WORKER I	MSC	16	$3,274.00
	PUBLIC HEALTH ASSISTANT	MSC	16	$3,274.00
XX	EMPLOYMENT & TRAINING WORKER II	MSC	20	$3,615.00
	EMPLOYMENT & TRAINING WORKER III	MSC	24	$3,992.00
	HUMAN SERVICES SUPERVISOR	MSC	30	$4,632.00
	ENGINEERING TECHNICIAN TRAINEE	MSC	16	$3,274.00
	ENGINEERING TECHNICIAN I	MSC	22	$3,799.00
XX	ENGINEERING TECHNICIAN II	MSC	26	$4,195.00
	ENGINEERING TECHNICIAN III	MSC	30	$4,632.00
	ENVIRONMENTAL HEALTH AIDE	MSC	18	$3,440.00
	ENVIRONMENTAL HEALTH SPECIALIST I	PF	28	$4,449.00
XX	ENVIRONMENTAL HEALTH SPECIALIST II	PF	32	$4,913.00
	ENVIRONMENTAL HEALTH SPECIALIST III	PF	38	$5,701.00

Attachment: Benchmarks to CCEA Positions 2016 (8389 : Approve new salary range for Operations Supervisor)

Benchmarks to CCEA Positions

BchMk	Position Title	Schedule	Range	Step 6
XX	EQUIPMENT MECHANIC	MSC	18	$3,440.00
	LEAD TRANSIT SPECIALIST	MSC	20	$3,615.00
	HEAVY EQUIPMENT MECHANIC	MSC	22	$3,799.00
	EQUIPMENT MAINTENANCE SUPERVISOR	MSC	28	$4,408.00
XX	HUMAN RESOURCES ANALYST	CNF	32	$4,867.00
XX	PAYROLL SPECIALIST	CNF	32	$4,867.00
	SYSTEM SUPPORT ANALYST	MSC	27	$4,300.00
	ELECTRONIC HEALTH RECORDS COORDINATOR	MSC	27	$4,300.00
XX	INFORMATION SYSTEMS TECHNICIAN	MSC	32	$4,867.00
	INFORMATION SYSTEMS ANALYST II	MSC	35	$5,242.00
	DEPARTMENT INFORMATION SYSTEMS COORDINATOR	PF	43	$6,453.00
XX	LEGAL SECRETARY	MSC	14	$3,116.00
	LEGAL SECRETARY - CONFIDENTIAL	CNF	14	$3,116.00
	SENIOR LEGAL SECRETARY	MSC	18	$3,440.00
	SENIOR LEGAL SECRETARY - CONFIDENTIAL	CNF	18	$3,440.00
	VICTIM WITNESS COORDINATOR/ADVOCATE - BILINGUAL	PF	30	$4,676.00
	LEGAL ASSISTANT - DHHS	PF	32	$4,913.00
	LIBRARY ASSISTANT I	MSC	5	$2,491.00
	MOBILE COMPUTER LAB ASSISTANT/DRIVER	MSC	5	$2,491.00
XX	LIBRARY ASSISTANT II	MSC	8	$2,684.00
	LIBRARY ASSISTANT III	MSC	12	$2,965.00
	LIBRARIAN	PF	22	$3,834.00
	LITERACY PROGRAM COORDINATOR	PF	22	$3,834.00
XX	LICENSED PSYCHIATRIC TECHNICIAN	PFA	31	$4,773.00
	PEER SUPPORT SPECIALIST	MSC	10	$2,821.00
	PARENT PARTNER	MSC	18	$3,440.00
	CONSUMER/FAMILY MEMBER SERVICES LIAISON	MSC	23	$3,894.00
XX	CASE MANAGER	MSC	24	$3,992.00
	MHSA CHILD SERVICES PROGRAM COORDINATOR	PF	27	$4,340.00
	MHSA COORDINATOR GRANT WRITER	PF	29	$4,561.00
	MIGRANT HOUSING RESIDENT MANAGER	MSC	17	$3,356.00
XX	MIGRANT HOUSING PROGRAM MANAGER	MGT	2	$4,141.00
	OFFICE ASSISTANT I	MSC	1	$2,255.00
	OFFICE ASSISTANT I - CONFIDENTIAL	CNF	1	$2,255.00
XX	OFFICE ASSISTANT II	MSC	5	$2,491.00
	OFFICE ASSISTANT II - CONFIDENTIAL	CNF	5	$2,491.00
	OFFICE ASSISTANT III	MSC	10	$2,821.00
	OFFICE ASSISTANT III - CONFIDENTIAL	CNF	10	$2,821.00
	OFFICE ASSISTANT SUPERVISOR	MSC	16	$3,274.00
XX	PSYCHIATRIST	PF	53	$25,015.00

Attachment: Benchmarks to CCEA Positions 2016 (8389 : Approve new salary range for Operations Supervisor)

Benchmarks to CCEA Positions

BchMk	Position Title	Schedule	Range	Step 6
	HEALTH PROGRAM SPECIALIST	PF	30	$4,676.00
	PUBLIC HEALTH NURSE I	PF	38	$5,701.00
XX	PUBLIC HEALTH NURSE II	PF	42	$6,295.00
	PUBLIC HEALTH NURSE III	PF	45	$6,781.00
	REGISTERED NURSE	PF	35	$5,292.00
	PURCHASING TECHNICIAN	MSC	17	$3,356.00
XX	PURCHASING COORDINATOR	MSC	24	$3,992.00
	ROAD MAINTENANCE WORKER I	MSC	12	$2,965.00
	PARKS AND RECREATION ATTENDENT	MSC	15	$3,194.00
XX	ROAD MAINTENANCE WORKER II	MSC	16	$3,274.00
	PARKS AND RECREATION LEADWORKER	MSC	17	$3,356.00
	ROAD MAINTENANCE WORKER III	MSC	20	$3,615.00
	ROAD MAINTENANCE WORKER IV	MSC	22	$3,799.00
	ROAD MAINTENANCE LEADWORKER	MSC	25	$4,092.00
	PUBLIC WORKS SUPERVISOR	MSC	29	$4,519.00
XX	SAFETY OFFICER	PFA	34	$5,142.00
	SOCIAL SERVICES ASSISTANT	MSC	16	$3,274.00
	SOCIAL WORKER I	PF	19	$3,559.00
XX	SOCIAL WORKER II	PF	23	$3,930.00
	SOCIAL WORKER III	PF	27	$4,340.00
	SOCIAL WORKER IV	PF	29	$4,561.00
	SOCIAL WORKER SUPERVISOR I	PF	31	$4,793.00
	SOCIAL WORKER SUPERVISOR II	PF	33	$5,036.00
	COUNSELOR I (some college)	MSC	23	$3,894.00
	COUNSELOR II (Bach Degree)	MSC	27	$4,300.00
	THERAPIST I (Masters Degree Program)	PF	29	$4,561.00
	MHSA FAMILY SPECIALIST (Bach Degree)	PF	31	$4,793.00
XX	THERAPIST II	PF	31	$4,793.00
	THERAPIST III	PF	35	$5,292.00
	QUALITY ASSURANCE COORDINATOR	PF	38	$5,701.00
	TIME - MATERIAL & SAFETY ASSISTANT	MSC	24	$3,992.00
	TRAFFIC CONTROL TECHNICIAN I	MSC	16	$3,274.00
XX	TRAFFIC CONTROL TECHNICIAN II	MSC	22	$3,799.00
	OPERATIONS SUPERVISOR	MSC	24	$3,992.00
XX	TRANSIT DRIVER	MSC	16	$3,274.00

Attachment: Benchmarks to CCEA Positions 2016 (8389 : Approve new salary range for Operations Supervisor)

Agency	Classification	Bargaining Unit	min salary for formula	max salary for formula	Minimum Base Salary	Maximum Base Salary	Maximum Base Salary-Longevity-10 years	Maximum Base Salary-Longevity-15 years	Maximum Base Salary-Longevity-20 years	Comments
Colusa County	***Transit Driver***	***MSC16***			***$2,554***	***$3,274***	***$3,440***	***$3,706***	***$3,894***	***40 hour work week***
Amador County	No Comparable Class									
Butte County	No Comparable Class									
Glenn County	Van Driver	40	$11.26	$13.68	$1,991	$2,419	$2,540	$2,565	$2,591	
Lake County	No Comparable Class									
Shasta County	Driver	upec	$10.25	$13.08	$1,777	$2,267	$2,267	$2,267	$2,267	Class C
Sutter County	No Comparable Class									
Tehama County	No Comparable Class									
Yolo County	No Comparable Class									
Yuba County	No Comparable Class									

Comparability	2

Median	$2,343	$2,403	$2,416	$2,429
% Above or Below	---	---	---	---

NOTES

All have 40 hour work weeks unless otherwis

COUNTY OF COLUSA, CA

3.2

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Human Resources

FROM: Jolene Church

SUBJECT: Adopt Revised Job Class Table as Required by CalPERS

Adopt Revised Job Class Table reflecting classification range change adopted by the Board on May 24, 2022.

Detailed Description/Background of request
Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Table reflecting the following:

Operations Supervisor salary range change from MSC 24 ($3,557-$4,559) to MSC 30 ($4,128-$5,291) adopted by the Board on May 24, 2022.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no costs associated with adopting the Job Class Table.

Action for the Clerk
None.

ATTACHMENTS:

- Job Class Table Approved 05.24.22 (XLSX)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 05/24/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
ACCOUNT CLERK II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
ACCOUNT CLERK III	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
ACCOUNT CLERK SUPERVISOR	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
ACCOUNTANT I	PF 26	3,775	3,967	4,168	4,379	4,603	4,836	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,195	162.50
ACCOUNTANT II	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
ACCOUNTANT/AUDITOR I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
ACCOUNTANT/AUDITOR II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
ACCOUNTANT/AUDITOR III	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
ACCOUNTING TECHNICIAN	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
ACCOUNTING TECHNICIAN-AG	MSC42	3,608	3,794	3,986	4,190	4,403	4,628	4,744	4,863	4,985	5,110	5,239	5,370	5,505	5,643	5,930	173.33
ADMIN SECRETARY I	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
ADMIN SECRETARY II	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
AG BIO STND OFF I	PF 56	3,927	4,126	4,337	4,557	4,788	5,032	5,159	5,288	5,421	5,557	5,696	5,839	5,985	6,135	6,447	173.33
AG BIO STND OFF II	PF 57	4,337	4,557	4,788	5,032	5,287	5,556	5,696	5,839	5,985	6,135	6,289	6,447	6,609	6,775	7,117	173.33
AG BIO STND OFF III	PF 58	4,788	5,032	5,287	5,556	5,839	6,134	6,289	6,447	6,609	6,775	6,945	7,119	7,297	7,480	7,859	173.33
AGRICULTURAL COMMISSIONER	DH 52	9,327	9,802	10,298	10,820	11,367	11,944	12,243	12,550	12,864	13,186	13,516	13,854	14,201	14,557	15,293	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
AIR POL STANDARDS OFF I	PF 55	3,556	3,737	3,927	4,126	4,337	4,557	4,671	4,788	4,909	5,032	5,159	5,288	5,421	5,557	5,840	173.33
AIR POL STANDARDS OFF II	PF 56	3,927	4,126	4,337	4,557	4,788	5,032	5,159	5,288	5,421	5,557	5,696	5,839	5,985	6,135	6,447	173.33
AIR POL STANDARDS OFF III	PF 57	4,337	4,557	4,788	5,032	5,287	5,556	5,696	5,839	5,985	6,135	6,289	6,447	6,609	6,775	7,117	173.33
ANIMAL CONTROL OFFICER	DSA13	2,972	3,124	3,284	3,452	3,628	3,812	3,908	4,006	4,106	4,209	4,315	4,423	4,534	4,648	4,883	173.33
APPRAISAL AIDE	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
APPRAISER I	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
APPRAISER II	PF 27	3,870	4,066	4,272	4,489	4,718	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,350	162.50
APPRAISER III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
ASSESSMENT TECHNICIAN I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
ASSISTANT ASSESSOR	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
ASSISTANT ENGINEER	PF 37	4,957	5,209	5,474	5,751	6,044	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	8,133	173.33
ASSISTANT PLANNER	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
ASSISTANT SHERIFF	MGS20	8,708	9,149	9,612	10,098	10,609	11,146	11,425	11,711	12,004	12,304	12,611	12,926	13,249	13,581	14,269	173.33
ASSOCIATE CIVIL ENGINEER	PF 48	6,509	6,840	7,187	7,551	7,935	8,337	8,546	8,760	8,979	9,204	9,434	9,670	9,912	10,160	10,674	173.33
ASSOCIATE PLANNER	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
ASSOCIATE SURVEYOR	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	173.33
ASST AG COMM/SEALER W & M	MGT52	7,310	7,683	8,074	8,484	8,913	9,366	9,601	9,842	10,089	10,342	10,601	10,867	11,139	11,418	11,991	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,027	7,384	7,759	8,152	8,566	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,525	162.50
ASST CHIEF PROBATION OFF	MGS16	7,886	8,287	8,708	9,149	9,612	10,098	10,350	10,609	10,874	11,146	11,425	11,711	12,004	12,304	12,926	162.50
ASST CLERK/RECORDER	MGT20	5,763	6,056	6,365	6,687	7,027	7,384	7,570	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,459	162.50
ASST DIRECTOR PUBLIC WRKS	MGT38	9,001	9,459	9,938	10,441	10,970	11,525	11,813	12,108	12,411	12,721	13,039	13,365	13,699	14,041	14,752	173.33
ASST TREAS-TAX COLLECTOR	MGT15	5,090	5,349	5,621	5,908	6,208	6,524	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,356	162.50
ASST VETERANS SERV OFF	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
AUDITOR/APPRAISER II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50

Attachment: Job Class Table Approved 05.24.22 (8372 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 05/24/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
AUDITOR/APPRAISER I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
BILNG VIC WIT PRG COR/AD	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
BLDG & GRD MAINT LEADWRKR	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
BLDG & GRD MAINT SERV SUP	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
BLDG & GRD MAINT WORKER I	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
BLDG & GRD MAINT WORKR II	MSC21	3,301	3,470	3,646	3,831	4,027	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,424	162.50
BOOKING CLERK	DSA15	3,124	3,284	3,452	3,628	3,812	4,006	4,106	4,209	4,315	4,423	4,534	4,648	4,764	4,883	5,130	173.33
BUILDING INSPECTOR I	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	162.50
BUILDING INSPECTOR II	MSC33	4,448	4,674	4,912	5,161	5,424	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,298	162.50
BUILDING INSPECTOR III	MSC37	4,912	5,161	5,424	5,699	5,988	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,481	7,668	8,057	162.50
CAO-BUDGET MGMT ANALYST	MGT18	5,483	5,763	6,056	6,365	6,687	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,356	8,566	9,001	162.50
CASE MANAGER	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
CHIEF ANIMAL CONT OFFICER	DSA17	3,284	3,452	3,628	3,812	4,006	4,209	4,315	4,423	4,534	4,648	4,764	4,883	5,005	5,130	5,390	173.33
CHIEF APPRAISER	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	162.50
CHIEF DEP CLK-BRD OF SUPS	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
CHIEF DEP CO CLRK-REC-REG	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
CHIEF DEPUTY DA	MGT35	8,356	8,781	9,227	9,696	10,186	10,702	10,970	11,244	11,525	11,813	12,108	12,411	12,721	13,039	13,699	162.50
CHIEF DPTY PROBATION OFFR	MGS06	6,167	6,476	6,801	7,142	7,505	7,886	8,084	8,287	8,495	8,708	8,926	9,149	9,378	9,612	10,098	162.50
CHIEF PROBATION OFFICER	DH 51	9,573	10,052	10,556	11,085	11,641	12,224	12,530	12,844	13,166	13,496	13,834	14,180	14,535	14,899	15,644	162.50
CHILD SUPPORT SERV DIR	DH 38	8,965	9,419	9,896	10,398	10,925	11,478	11,765	12,060	12,362	12,671	12,988	13,313	13,646	13,987	14,694	162.50
CHILD SUPPORT SUPERVISOR	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
CHILD SUPT ASSISTANT I	MSC10	2,513	2,639	2,773	2,915	3,063	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,128	162.50
CHILD SUPT ASSISTANT II	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
CHILD SUPT SPECIALIST I	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
CHILD SUPT SPECIALIST II	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
CHILD SUPT SPECIALIST III	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
CLINICAL PROGRAM MGR I	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
CLINICAL PROGRAM MGR II	MGT28	7,027	7,384	7,759	8,152	8,566	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,525	162.50
CODE COMPLIANCE OFFICER	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
CONFIDENTIAL LEGAL SPC I	CNF18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
CONFIDENTIAL LEGAL SPC II	CNF22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
CONFIDENTIAL LEGAL SPC III	CNF26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
CONSUMER/FAMILY SUPT COOR	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
CORRECTIONAL CORPORAL	DSS20	4,466	4,693	4,932	5,183	5,446	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	6,976	7,331	173.33
CORRECTIONAL OFFICER	DSS17	4,146	4,357	4,578	4,811	5,056	5,313	5,446	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,806	173.33
COUNSELOR I	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
COUNSELOR II	MSC28	3,928	4,128	4,339	4,559	4,791	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,449	162.50
COUNSELOR III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
COUNSELOR IV	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
COUNTY ADMIN OFFICER	UDH53	12,989	13,647	14,338	15,063	15,825	16,627	17,042	17,469	17,906	18,353	18,811	19,282	19,765	20,259	21,285	162.50
COUNTY COUNSEL	UDH55	13,647	14,338	15,063	15,825	16,627	17,469	17,906	18,353	18,811	19,282	19,765	20,259	20,765	21,285	22,363	162.50
COUNTY LIBRARIAN	DH 32	7,730	8,121	8,532	8,965	9,419	9,896	10,144	10,398	10,658	10,925	11,198	11,478	11,765	12,060	12,671	162.50

Attachment: Job Class Table Approved 05.24.22 (8372 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 05/24/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
COUNTY VETERANS SERV OFF	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
CRISIS RESPONSE LVN	PFA40	5,310	5,579	5,862	6,161	6,473	6,802	6,973	7,149	7,328	7,511	7,699	7,892	8,089	8,291	8,711	162.50
CRISIS RESPONSE PHN/RN	PF 54	8,401	8,822	9,264	9,728	10,215	10,726	10,995	11,270	11,552	11,841	12,138	12,442	12,754	13,073	13,727	162.50
CUSTODIAN	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
DA CHIEF INVESTIGATOR	MGS08	6,476	6,801	7,142	7,505	7,886	8,287	8,495	8,708	8,926	9,149	9,378	9,612	9,852	10,098	10,609	173.33
DA ENFORCEMENT OFFICER	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
DA INVESTIGATOR I	DSS27	5,313	5,582	5,866	6,164	6,477	6,806	6,976	7,152	7,331	7,514	7,702	7,895	8,093	8,295	8,717	173.33
DA INVESTIGATOR II	DSS31	5,866	6,164	6,477	6,806	7,152	7,514	7,702	7,895	8,093	8,295	8,503	8,717	8,936	9,159	9,623	173.33
DEP CLERK-BOARD OF SUP I	CNF18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
DEP CLERK-BOARD OF SUP II	CNF22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
DEPARTMENT SECRETARY	MSC15	2,843	2,988	3,140	3,301	3,470	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,674	162.50
DEPT INF SYSTEMS COORD	PF 43	5,751	6,044	6,350	6,672	7,012	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,434	162.50
DEPUTY AIR POLL CNTRL OFF	MGT50	5,165	5,428	5,704	5,996	6,301	6,622	6,789	6,959	7,133	7,312	7,496	7,684	7,877	8,074	8,484	173.33
DEPUTY CLERK REC REGSTR I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
DEPUTY DIR HLTH & HUM SER	MGT35	8,356	8,781	9,227	9,696	10,186	10,702	10,970	11,244	11,525	11,813	12,108	12,411	12,721	13,039	13,699	162.50
DEPUTY DIRECTOR CLINICAL	MGT32	7,759	8,152	8,566	9,001	9,459	9,938	10,186	10,441	10,702	10,970	11,244	11,525	11,813	12,108	12,721	162.50
DEPUTY DIST ATTORNEY I	PF 44	5,896	6,195	6,509	6,840	7,187	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,670	162.50
DEPUTY DIST ATTORNEY II	PF 48	6,509	6,840	7,187	7,551	7,935	8,337	8,546	8,760	8,979	9,204	9,434	9,670	9,912	10,160	10,674	162.50
DEPUTY DIST ATTORNEY III	PF 52	7,187	7,551	7,935	8,337	8,760	9,204	9,434	9,670	9,912	10,160	10,414	10,674	10,941	11,215	11,779	162.50
DEPUTY PROBATION OFFCR I	DSS15	3,945	4,146	4,357	4,578	4,811	5,056	5,183	5,313	5,446	5,582	5,722	5,866	6,013	6,164	6,477	162.50
DEPUTY PROBATION OFFCR II	DSS19	4,357	4,578	4,811	5,056	5,313	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	7,152	162.50
DEPUTY SHERIFF	DSS24	4,932	5,183	5,446	5,722	6,013	6,319	6,477	6,639	6,806	6,976	7,152	7,331	7,514	7,702	8,093	173.33
DEPUTY SHERIFF TRAINEE	FLAT	2,600/month															173.33
DHHS BUDGET ANALYST	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
DHHS OFFICE MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
DIR HEALTH & HUMAN SERV	DH 45	10,658	11,198	11,765	12,362	12,988	13,646	13,987	14,336	14,694	15,063	15,440	15,826	16,223	16,628	17,472	162.50
DIR OF INFORMATION TECH	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
DIR OF PUB WRKS/AIRPT OPR	DH 41	9,655	10,144	10,658	11,198	11,765	12,362	12,671	12,988	13,313	13,646	13,987	14,336	14,694	15,063	15,826	173.33
DIRECTOR BEHAVIORAL HLTH	DH 42	9,896	10,398	10,925	11,478	12,060	12,671	12,988	13,313	13,646	13,987	14,336	14,694	15,063	15,440	16,223	162.50
DIRECTOR OF COMMUNITY DEV	DH 44	10,398	10,925	11,478	12,060	12,671	13,313	13,646	13,987	14,336	14,694	15,063	15,440	15,826	16,223	17,045	162.50
DISPATCHER	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
DISPATCHER SUPERVISOR	DSA28	4,315	4,534	4,764	5,005	5,258	5,525	5,663	5,805	5,950	6,099	6,252	6,408	6,570	6,735	7,078	173.33
DISPATCHER TRAINEE	DSA18	3,367	3,539	3,719	3,908	4,106	4,315	4,423	4,534	4,648	4,764	4,883	5,005	5,130	5,258	5,525	173.33
DPTY DIR CHILD SUPPORT	MGT21	5,908	6,208	6,524	6,854	7,203	7,570	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,696	162.50
ELEC HLTH REC COORDINATOR	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
ELECTRNC HLTH RECORDS MGR	MGT12	4,724	4,965	5,218	5,483	5,763	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,203	7,384	7,759	162.50
ELIGIBILITY SPECIALIST I	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,301	3,470	3,646	3,831	4,027	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,424	162.50
ELIGIBILITY SPECIALST III	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
ELIGIBILITY SUPERVISOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
EMERGENCY SERVICES TECH	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33

Attachment: Job Class Table Approved 05.24.22 (8372 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 05/24/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
EMP & TRAIN SPECIALIST I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
EMP & TRAIN SPECIALIST II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
EMP & TRAIN SPECIALST III	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
ENGINEER TECH TRAINEE	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
ENGINEER TECHNICIAN I	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	173.33
ENGINEER TECHNICIAN II	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	173.33
ENGINEER TECHNICIAN III	MSC34	4,559	4,791	5,035	5,291	5,560	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,481	173.33
ENV HEALTH AIDE	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
ENV HEALTH MANAGER	MGT27	6,854	7,203	7,570	7,953	8,356	8,781	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	11,244	162.50
ENV HLTH SPECIALIST I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
ENV HLTH SPECIALIST II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
ENV HLTH SPECIALIST III	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
EQUIP MAINT SUPERVISOR	MSC35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	173.33
EQUIP MECHANIC	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	173.33
EXTRA HELP	FLAT	Various rates 15.00/hour - 65.00/hour															162.50
FIELD RESEARCH ASSOCIAT	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
FINANCIAL ELIG COORD	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
FISCAL ADMIN OFFICER	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	162.50
FISCAL ADMIN OFFICER - AG	MGT51	5,564	5,848	6,148	6,460	6,789	7,133	7,312	7,496	7,684	7,877	8,074	8,276	8,484	8,697	9,137	173.33
FISCAL PROGRAM ANALYST	MSC31	4,232	4,448	4,674	4,912	5,161	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,946	162.50
HEALTH EDUCATOR	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
HEALTH PRG SPECIALIST I	PF 26	3,775	3,967	4,168	4,379	4,603	4,836	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,195	162.50
HEALTH PRG SPECIALIST II	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
HEALTH PRG SPECIALIST III	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
HEALTH PRG SPECIALIST SUP	PF 40	5,340	5,611	5,896	6,195	6,509	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,760	162.50
HEAVY EQUIP MECHANIC	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	173.33
HUMAN RESOURCE ANALYST	CNF35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	162.50
HUMAN RESOURCE TECHNICIAN	CNF23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,325	8,746	9,190	9,656	10,145	10,659	10,926	11,199	11,479	11,766	12,061	12,363	12,672	12,989	13,647	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	162.50
INFO SYSTEMS ANALYST	MSC35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	162.50
INFORMATION SYSTEMS TECH	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
LEAD CUSTODIAN	MSC12	2,639	2,773	2,915	3,063	3,219	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,339	162.50
LEAD TRANSIT SPECIALIST	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	173.33
LEGAL ADMINISTRATIVE ASST	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
LEGAL SPECIALIST I	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
LEGAL SPECIALIST II	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
LEGAL SPECIALIST III	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	162.50
LIBRARIAN	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
LIBRARY ASSISTANT I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
LIBRARY ASSISTANT II	MSC12	2,639	2,773	2,915	3,063	3,219	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,339	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,247	4,463	4,690	4,928	5,180	5,443	5,579	5,719	5,862	6,010	6,161	6,315	6,473	6,636	6,973	162.50
LICENSED VOCATIONAL NURSE	PFA26	3,753	3,943	4,143	4,353	4,575	4,808	4,928	5,053	5,180	5,310	5,443	5,579	5,719	5,862	6,161	162.50

Attachment: Job Class Table Approved 05.24.22 (8372 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 05/24/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
LIEUTENANT	MGS10	6,801	7,142	7,505	7,886	8,287	8,708	8,926	9,149	9,378	9,612	9,852	10,098	10,350	10,609	11,146	173.33
LITERACY PROGRAM COORDINA	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
MARKETING & ADMIN SPECIAL	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
MEDICAL BILLING SPEC	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
MENTAL HEALTH SPECIALIST	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
MENTAL HLTH CLINICAL SUPV	MGT18	5,483	5,763	6,056	6,365	6,687	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,356	8,566	9,001	162.50
MHSA COORD GRANT WRITER	PF 29	4,066	4,272	4,489	4,718	4,957	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,672	162.50
MHSA FAMILY FACILITATOR	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
MHSA FAMILY SPECIALIST	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
MIGRANT HSG CARETAKER I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
MIGRANT HSG CARETAKER II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
MIGRANT HSG OPERATIONS SUPV	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
MOBILE COMP LAB AST/DRIVR	MSC05	2,221	2,333	2,450	2,573	2,705	2,843	2,915	2,988	3,063	3,140	3,219	3,301	3,384	3,470	3,646	162.50
NURSING SUPERVISOR	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
OFFICE ASSISTANT I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
OFFICE ASSISTANT II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
OFFICE ASSISTANT II-AG	MSC43	2,885	3,030	3,182	3,342	3,510	3,686	3,779	3,874	3,971	4,071	4,173	4,278	4,385	4,495	4,720	173.33
OFFICE ASSISTANT SUPERVIS	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
OFFICE MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
OPERATIONS SUPERVISOR	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	173.33
PARENT PARTNER	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
PARKS AND REC ATTENDANT	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	173.33
PARKS AND REC LEADWORKER	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	173.33
PAYROLL SPECIALIST	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
PEER SUPPORT SPECIALIST	MSC10	2,513	2,639	2,773	2,915	3,063	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,128	162.50
PERMIT TECHNICIAN	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
PLNG COMMISSIONERS	FLAT	50.00/meeting															162.50
PROBATION ASSISTANT	DSS01	2,793	2,935	3,083	3,238	3,401	3,572	3,662	3,754	3,848	3,945	4,044	4,146	4,250	4,357	4,578	162.50
PROGRAM MANAGER I	MGT23	6,208	6,524	6,854	7,203	7,570	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	10,186	162.50
PROGRAM MANAGER II	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
PSYCHIATRIST	PF 53	22,331	23,449	24,623	25,856	27,149	28,507	29,220	29,951	30,701	31,469	32,257	33,064	33,891	34,739	36,477	162.50
PUBLIC AUTHORITY SERV MGR	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
PUBLIC HEALTH ASSISTANT	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
PUBLIC HEALTH NURSE I	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
PUBLIC HEALTH NURSE II	PF 42	5,611	5,896	6,195	6,509	6,840	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	9,204	162.50
PUBLIC HEALTH NURSE III	PF 46	6,195	6,509	6,840	7,187	7,551	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,434	9,670	10,160	162.50
PUBLIC WORKS PROGRAM MGR	PF 39	5,209	5,474	5,751	6,044	6,350	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,546	173.33
PUBLIC WORKS SUPERVISOR	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	173.33
PUBLIC WORKS SUPT	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	173.33
PURCHASING COORDINATOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
PURCHASING TECHNICIAN	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
QUALITY ASSURANCE COOR II	PF 46	6,195	6,509	6,840	7,187	7,551	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,434	9,670	10,160	162.50
QUALITY ASSURANCE COORD I	PF 44	5,896	6,195	6,509	6,840	7,187	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,670	162.50

Attachment: Job Class Table Approved 05.24.22 (8372 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 05/24/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
REGISTERED NURSE	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
ROAD MAINT LEADWORKER	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	173.33
ROAD MAINT WORKER I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	173.33
ROAD MAINT WORKER II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
ROAD MAINT WORKER III	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
ROAD MAINT WORKER IV	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	173.33
SAFETY OFF-ASST RISK MGR	PFA36	4,808	5,053	5,310	5,579	5,862	6,161	6,315	6,473	6,636	6,802	6,973	7,149	7,328	7,511	7,892	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,559	4,791	5,035	5,291	5,560	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,481	162.50
SERGEANT	DSS31	5,866	6,164	6,477	6,806	7,152	7,514	7,702	7,895	8,093	8,295	8,503	8,717	8,936	9,159	9,623	173.33
SHERIFF'S CHIEF DEPUTY	MGS14	7,505	7,886	8,287	8,708	9,149	9,612	9,852	10,098	10,350	10,609	10,874	11,146	11,425	11,711	12,304	173.33
SHERIFF'S CLERK	DSA02	2,267	2,381	2,501	2,627	2,760	2,899	2,972	3,047	3,124	3,203	3,284	3,367	3,452	3,539	3,719	173.33
SHERIFF'S RECORD CLERK	DSA11	2,828	2,972	3,124	3,284	3,452	3,628	3,719	3,812	3,908	4,006	4,106	4,209	4,315	4,423	4,648	173.33
SHERIFF'S TECHNICIAN	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
SOCIAL SERV SUP & PUB GRD	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
SOCIAL SERVICES ASSISTANT	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
SOCIAL WORKER I	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
SOCIAL WORKER II	PF 27	3,870	4,066	4,272	4,489	4,718	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,350	162.50
SOCIAL WORKER III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
SOCIAL WORKER IV	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
SOCIAL WORKER SUP I	PF 37	4,957	5,209	5,474	5,751	6,044	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	8,133	162.50
SOCIAL WORKER SUP II	PF 40	5,340	5,611	5,896	6,195	6,509	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,760	162.50
SPECIAL PROSECUTOR	PF 54	8,401	8,822	9,264	9,728	10,215	10,726	10,995	11,270	11,552	11,841	12,138	12,442	12,754	13,073	13,727	162.50
SR DPTY COUNTY COUNSEL	MGT41	9,696	10,186	10,702	11,244	11,813	12,411	12,721	13,039	13,365	13,699	14,041	14,392	14,752	15,121	15,886	162.50
STAFF SERVICES ANALYST I	PF 29	4,066	4,272	4,489	4,718	4,957	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,672	162.50
STAFF SERVICES ANALYST II	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
STAFF SERVICES MANAGER	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
SUPERVISING ASSESMNT TECH	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
SUPERVISING PROBATION OFF	DSS25	5,056	5,313	5,582	5,866	6,164	6,477	6,639	6,806	6,976	7,152	7,331	7,514	7,702	7,895	8,295	162.50
SYSTEM SUPPORT ANALYST	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
THERAPIST I	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
THERAPIST II	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
THERAPIST III	PF 42	5,611	5,896	6,195	6,509	6,840	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	9,204	162.50
TIME-MATERIAL & SFTY ASST	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	173.33
TOBACCO CONT PROJ DIR	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
TRAFFIC CONT TECH I	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
TRAFFIC CONT TECH II	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
TRANSFER ANALYST	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
TRANSIT DRIVER	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	173.33
TRANSIT MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	173.33
VICTIM WITNESS ADV I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
VICTIM WITNESS ADV II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
VICTIM WITNESS PRG MGR	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
VOCATIONAL ASSISTANT	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50

Attachment: Job Class Table Approved 05.24.22 (8372 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 05/24/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
WATER RESOURCE MANAGER	MGT22	6,056	6,365	6,687	7,027	7,384	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,938	162.50
WATER SYSTEMS OPERATOR	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
WELFARE FRAUD INV I	DSS18	4,250	4,466	4,693	4,932	5,183	5,446	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,976	173.33
WELFARE FRAUD INV II	DSS20	4,466	4,693	4,932	5,183	5,446	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	6,976	7,331	173.33
WORK CREW SUPERVISOR	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
WORK PROGRAM COORDINATOR	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50

TABLE UPDATES

10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
07/01/16 ELE19 5% increase (POST incentive eliminated)
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Table Approved 05.24.22 (8372 : Adopt Revised Job Class Table as Required by

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: 3rd Mod to C16-101 with Refined Technologies for the provision of software needed for IHSS provider registry

SITTING AS THE COLUSA COUNTY IHSS PUBLIC AUTHORITY

Approve 3rd Modification to **Refined Technologies** for IHSS software registry, effective July 1, 2022.

Detailed Description/Background of request

As directed by the Public Authority, Refined Technologies, Inc. shall agree to provide the software registry that will make available data collection and reporting on the In-Home Supportive Services providers. This agreement provides for the actual software design, delivery, training, and on-going technical support. This third modification extends the term of the contract through June 30, 2024

Prior Board Action

C20-112: Second Mod approve 6/16/2020
C18-058: First Mod approved 5/1/2018
C16-101: approved 6/28/2016

Fiscal Impact/Funding Source

Funding used to pay for these services comes from Federal and State allocations. The cost is not to exceed $4,800 per fiscal year

Action for the Clerk

Obtain signatures and forward to Greg Eby, CEO, 7195 Brooktree Court, San Jose, CA 95120.

ATTACHMENTS:

- 3rd Mod Refined Technologies (DOCX)
- C20-112 2nd Mod Refined Technologies (PDF)
- C18-058_1st Mod_Refined Technologies-Executed (PDF)
- C16-101 Refined Technologies (PDF)

Third Modification of Contract C16-101

This Third Modification of Contract C16-101 ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California Corporation.

Background

On June 28, 2016, Authority and Contractor executed Contract C16-101 ("Contract") for the provision of software for a registry for data collection and reporting on the In-Home Supportive Services consumers and independent providers. A copy of Contract is on file with the Office of the Board Clerk and is incorporated into this First Modification by this reference as though set forth fully herein.

On May 1, 2018, Authority and Contractor executed the First Modification, C18-058, of the contract to modify Section 3, Time of Performance.

On June 16, 2020, Authority and Contractor executed the Second Modification, C20-112, of the contract to modify Section 3, Term.

The parties now wish to modify Section 3, Term.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 3 of the Contract is modified to change the termination date of the contract from June 30, 2022 to June 30, 2024.

COUNTY OF COLUSA
PUBLIC AUTHORITY

_____
J. Merced Corona, Authority Chair

REFINED TECHNOLOGIES, INC.

_____
Greg Eby, CEO

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

By_____, Deputy

Attachment: 3rd Mod Refined Technologies [Revision 3] (8392 : 3rd Mod Refined Technologies)

Second Modification of Contract C16-101

This Second Modification of Contract C16-101 ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California corporation.

Background

On June 28, 2016, Colusa County Public Authority ("Authority") and Refined Technologies, Inc. ("Contractor") executed Contract C16-101 ("Contract") for the provision of software for a registry for data collection and reporting on the In-Home Supportive Services consumers and independent providers.

On May 1, 2018, Authority and Contractor executed the First Modification, C18-058, of the contract to modify the Term.

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

Modification

The parties agree to modify the Contract effective June 16, 2020 as follows:

1. Section 3, Term, of the Contract is modified to change the termination date of the contract from June 30, 2020 to June 30, 2022.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

REFINED TECHNOLOGIES, INC.

Greg Eby, CEO

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

By _____
Melissa Kitts, Deputy

Attachment: C20-112 2nd Mod Refined Technologies (8392 : 3rd Mod Refined Technologies)



First Modification of Contract C16-101

This First Modification of software Contract C16-101 ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California corporation.

Background

On June 28, 2016, Authority and Contractor executed Contract C16-101 ("Contract") for the provision of software for a registry for data collection and reporting on the In-Home Supportive Services consumers and independent providers.

The parties now wish to modify Section 3, Term.

Modification

The parties agree to modify the Contract effective May 1, 2018, as follows:

1. Section 3, Term, of the Contract is modified to change the termination date of the contract from June 30, 2018 to June 30, 2020.

COUNTY OF COLUSA

Date: 5/1/18
Gary J. Evans, Board Chair

REFINED TECHNOLOGIES, INC.

Date: 5/8/18
Greg Eby, CEO

APPROVED AS TO FORM:

for
Marcos A. Kropf, County Counsel

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

By
Melissa Kitts, Deputy

Attachment: C18-058_1st Mod_Refined Technologies-Executed (8392 : 3rd Mod Refined Technologies)



C16-101

Refined Technologies Hosting and Support Contract

This contract for application hosting and support for the Public Authority Registry software ("Contract") is between the Colusa County Public Authority ("Authority"), a corporate public body formed pursuant to California Welfare and Institutions Code section 12301.6 and Colusa County Ordinance 652, and Refined Technologies ("Contractor"), a California Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with application hosting and support, which shall include: server application hosting, daily data backup, monthly CMIPS integration, integrated payroll (IP) health benefit reporting, IP union reporting, and end user support.

2. **Continuing Grant of License:** Contractor previously granted Authority a license to use its Public Authority Registry software (Software), and Authority is currently using Contractor's Software. Contractor continues to grant Authority a nonexclusive license (License) to use the Software on up to 5 single-user computers.

   A. For the purposes of the Contract, the following definitions apply:
   - **1)** "Software" means the computer programs and documentation provided to Authority for use under this Contract.
   - **2)** "Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.
   - **3)** "Use" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

   B. Upon termination of the License, Authority shall return to Contractor or destroy the original and all copies of the Software including partial copies and modifications. Contractor shall have a reasonable opportunity to conduct an inspection of Authority's place of business to assure compliance with this provision.

   C. Contractor retains title to and ownership of the Software, including all enhancements, modifications, and updates.

   D. Authority will make no efforts to reverse engineer the Software, or make any modifications or enhancements without Contractor's express written consent.

   E. Contractor guarantees that the Software will perform as designed and as anticipated for the particular purpose of Authority's use.

   F. Authority will treat the Software as a trade secret and proprietary know-how belonging to Contractor that is being made available to Authority in confidence. Authority agrees to treat the Software with at least the same care as it treats its

Attachment: C16-101 Refined Technologies (8392 : 3rd Mod Refined Technologies)

own confidential or proprietary information.

3. **Term:** This Contract shall begin on July 1, 2016, and shall end on June 30, 2018.

4. **Compensation:** County will pay Contractor compensation not to exceed $4,800 per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

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

Attachment: C16-101 Refined Technologies (8392 : 3rd Mod Refined Technologies)

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

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

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

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

9. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

   Additionally, Contractor warrants that the Software does not infringe upon the rights of any other party, and that Contractor has the sole right to continue licensing the use of the Software to Authority. Contractor shall defend, at its own expense, including the payment of all legal fees and costs, any claim brought against Authority, and hold Authority harmless from any claims of infringement upon any patent, copyright, trademark, or license as a result of Authority's use of the Software.

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

Attachment: C16-101 Refined Technologies (8392 : 3rd Mod Refined Technologies)

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

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than $100,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $100,000 for each accident for bodily injury or property damage.

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

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

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

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

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

5) Providing any failure to comply with the reporting provisions of the policy

Attachment: C16-101 Refined Technologies (8392 : 3rd Mod Refined Technologies)

of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

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

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

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

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

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

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

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

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

If to Authority:

Department of Health & Human Services
251 E. Webster Street
Colusa, California 95932
Telephone: 530-458-0250

Attachment: C16-101 Refined Technologies (8392 : 3rd Mod Refined Technologies)

Facsimile: 530-458-0492

If to Contractor:
Refined Technologies, Inc.
Greg Eby, CEO
7195 Brooktree Court
San Jose, CA 95120
Telephone: (408) 260-8354

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

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

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

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

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

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

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

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

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

Attachment: C16-101 Refined Technologies (8392 : 3rd Mod Refined Technologies)

C____-_____

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 28th day of June, 2016.

COUNTY OF COLUSA PUBLIC AUTHORITY

Denise J. Carter, Governing Body Chair

REFINED TECHNOLOGIES

Greg Eby, CEO

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By for Ann Nordyke, Deputy

Attachment: C16-101 Refined Technologies (8392 : 3rd Mod Refined Technologies)

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Auditor

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Assessor

FROM: Bob Buckner

SUBJECT: Stipulation Agreement with Love's Travel Stops & Country Store

SITTING AS COLUSA COUNTY BOARD OF EQUALIZATION

Approve Stipulation Agreement (APN 005-440-022) in accordance with Section 1607 of the California Revenue and Taxation Code with Love's Travel Stop & Country Store, Application for Changed Assessment No. 22-03, located at 100 Marguerite St. Williams, CA. 95987.

Detailed Description/Background of request

The facts upon which the change in assessed value is based are as follows:

The Assessor's Office inadvertently double assessed portions of the fixed assets that were reported by the Assessee. These errors were found when the applicant filed the appeal of the personal property for the subject property.

Assessment Year 2021/22	Value on Roll	Applicant's Opinion of Value	Corrected Assessed Value	Difference (Roll Value Minus Corrected)
Land	$0	$0	$0	$0
Improvements / Structures	$0	$0	$0	$0
Fixtures	$4,487,590	$2,243,795	$2,834,430	$1,653,160
Personal Property	$1,095,440	$547,720	$1,303,800	($208,360)
Other	0	0	0	0
Total	$5,583,030	$2,791,515	$4,138,230	$1,444,800

Prior Board Action

N/A

Fiscal Impact/Funding Source

The difference in personal property value is $1,444,800. Revenue from property taxes are paid to various entities, and as such, Colusa County's General Fund receives approximately 32.1% of property taxes collected. This reduction in value will impact the General Fund by approximately $4,638 for Fiscal Year 2021/22.

Action for the Clerk

Authorize the Chair to sign the Stipulation Agreement and direct the Clerk to send a Certified Board Order to the Applicant regarding the Board's action.

ATTACHMENTS:

- 22-03 Love's Personal Property (PDF)

APPLICATION NUMBER 22-03

STIPULATION AS TO FULL CASH VALUE

IT IS HEREBY STIPULATED by and between the Assessor and County Counsel, on behalf of the County of Colusa, and (Applicant for reduction in assessment), that the full cash value of the property involved in said application is as follows:

RECEIVED
APR 25 2022
COLUSA COUNTY
ASSESSOR'S OFFICE

	Assessment Roll Values 2021/22	STIPULATED TAXABLE VALUES 2021/22
Land:		
Improvements:		
Trees and Vines		
Fixed Equipment:	4,487,590	2,834,430
Personal Property:	1,095,440	1,303,800
Exemption		
TOTAL VALUE	5,583,030	4,138,230

The facts upon which the reduction in value is premised are as follows:

1. Description of Property: APN/ID#: 005-440-022-000

2. Revenue and Taxation Code Section: 1607

3. Statement of Facts: The applicant and the Assessor agreed upon a stipulated value of $4,138,230 for the Unsecured Property. The applicant has appealed the total value of the property but has agreed the value on the Personal Property is in line with market conditions and has agreed to the Assessor's value for the January 1, 2021 lien date.

Assessor	County Counsel	Applicant
4/25/22	4/25/22	12-10-21
Date	Date	Date

Stipulation Accepted and Appearance waived. Full value changed in accordance with Section 1607, Revenue and Taxation Code.

ATTEST: _____
Chairman of the Board of Equalization

Clerk: _____ Date: _____

Stipulation rejected and applicant for reduction set for hearing on the _____ day of _____, 20 .

ATTEST: _____
Chairman of the Board of Equalization

Clerk: _____ Date: _____

Attachment: 22-03 Love's Personal Property (8363 : Stipulation Agreement)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: District Attorney

FROM: Devin Kelley

SUBJECT: Out-of-State Travel Request - DA Investigators

Approve out-of-state travel for DA Investigators Dave Salm and Nathan Hutson to attend the 53rd Annual California Homicide Investigators Association Conference in Las Vegas, NV August 23-26, 2022.

Detailed Description/Background of request

The annual California Homicide Investigators Association (CHIA) conference provides unique training not normally available locally. CHIA prides itself on being at the forefront of homicide investigative training and their members continue to improve their skills and knowledge in the latest techniques and technologies available to them. Thankfully, Colusa County sees very few homicides. Due to our low homicide rate, investigators gain little experience and the minimal training provided in required annual training. This training would provide investigators with others' experiences that ultimately help with investigative techniques and ideas and also helps our office avoid making costly mistakes that others have made.

Prior Board Action

None

Fiscal Impact/Funding Source

Estimated Fiscal Impact

Registration	$ 399 x 2
Airfare	$ 220 x 2
Hotel	$ 600 x 2
Rental Car	$ 300
Meals	$ 209 x 2

Estimated Expense $ 3156

Action for the Clerk

ATTACHMENTS:

- doc03381120220323144422 (PDF)



53rd Annual CHIA Conference 2022

August 23-26, 2022
Red Rock Casino Resort and Spa, Las Vegas

Early Bird Registration Fee: $399.00 (Before July 8, 2022)
Registration After July 8, 2022: $449.00

Red Rock Rate: $139/Night - Email link will be sent upon registration.

No refunds after July 8, 2022. May be applied to future conference.

POST Control: Pending



REGISTER NOW | GROUP REGISTRATIONS

All registrants must be current paid members of CHIA.

CONFERENCE SCHEDULE | CONFERENCE MAP | CONFERENCE FLYER | DOWNLOAD THE APP

BECOME A SPONSOR | BECOME A EXHIBITOR

DOWNLOAD APP

Attachment: doc03381120220323144422 (8300 : Out-of-State Travel DA Investigators)

Group Registrations Available:

If you are attending as part of a group and your agency wishes to submit a single payment for multiple registrations, please follow these steps:

- **Active Members**: Log into your account and register for the conference. You can hit the invoice button and forward that information to the group coordinator for your department. You can include Membership (if needed) and Conference Registration.
- **New Members**: Sign-up for your own account using your work email. You can hit the invoice button and forward that information to the group coordinator for your department. We will activate your membership and register you for the conference once fees are paid by your department. Remember to include Membership and Conference Registration on your form.

- All invoices should be collected and submitted to their Agency for payment.
- The person in charge of making the payment should send the group registration form and invoices to treasurer@chia187.com to request to be invoiced for payment.
- Remember to include Membership Registration and Conference Registration for each member.
- If paying by check, it needs to arrive prior to July 8, 2022 for early bird registration.
- Feel free to contact the following with further questions or assistance:
  - Amber Heinlein at AmberHeinlein@chia187.com or (916) 524-8176
  - Brian McDonald at treasurer@chia187.com

Payments can also be submitted via an agency check to CHIA Treasurer Brian McDonald at:

California Homicide Investigators Association
c/o San Jose Police Department
ATTN: Detective Brian McDonald
201 W. Mission Street, Suite 305
San Jose, CA 95110

Case Presentations - Training Ideas

If you would like to submit a case presentation or training idea for consideration at the upcoming California Homicide Investigators Association Conference, please submit an email to the following CHIA Director:

CHIA Director Dean Worthy
DeanWorthy@chia187.com

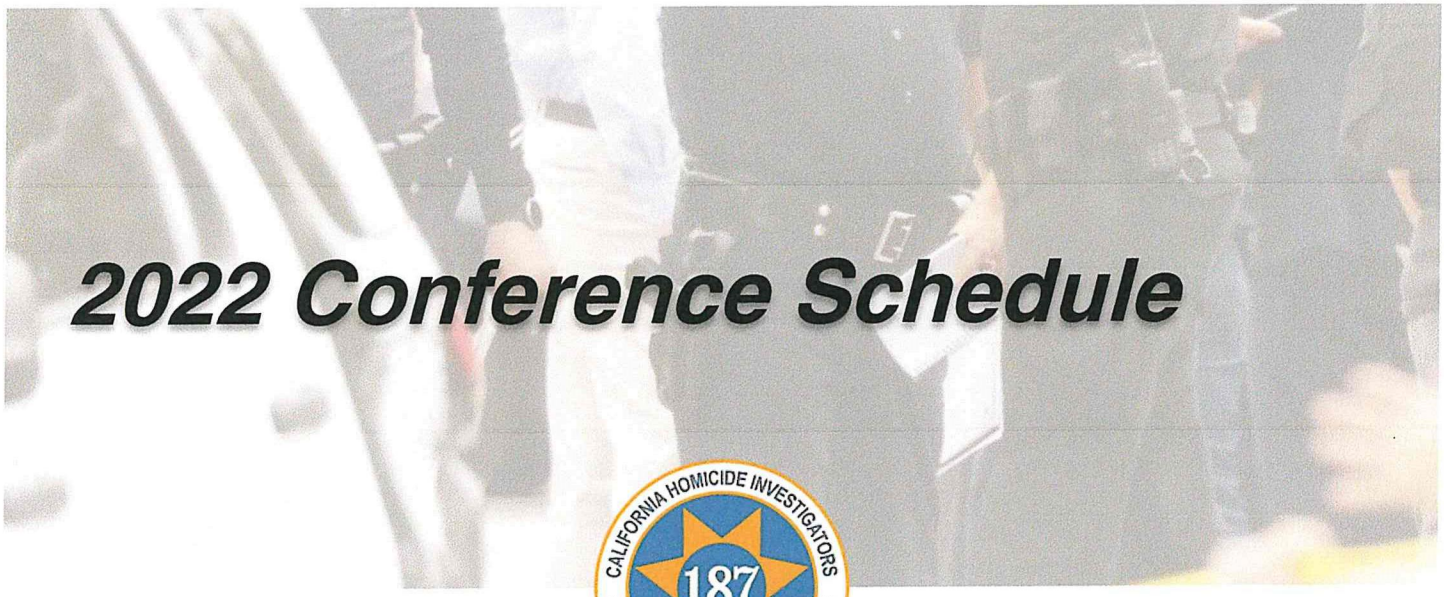
Please include the following information:

- Case or victim's name
- Department or agency contact (if known)
- Brief synopsis of the case including any lessons learned
- Training topic or area of expertise

CHIA prides itself on being at the forefront of homicide investigative training and our members continue to improve their skills and knowledge in the latest techniques and technologies available to them.

DOWNLOAD APP

Attachment: doc03381120220323144422 (8300 : Out-of-State Travel DA Investigators)



2022 Conference Schedule

DOWNLOAD APP

☆ View My Agenda (0)

53rd Annual CHIA Conference | Aug 23, 8:00 AM PDT – Aug 26, 1:00 PM PDT Red Rock Casino & Spa, 11011 W Charleston Blvd, Las Vegas, NV 89135, USA

Schedule

Get Tickets

Filter By: All Places

Tue, Aug 23

8:00 AM - 11:30 AM 3 hours 30 minutes	Exhibitor Set-up	☆
12:00 PM - 5:00 PM 5 hours	Member Registration / Exhibitor Showcase	☆
5:00 PM - 7:00 PM 2 hours	Welcome Reception Inside the Summerlin Ballroom	☆

Attachment: doc03381120220323144422 (8300 : Out-of-State Travel DA Investigators)

Wed, Aug 24

7:00 AM - 8:00 AM 1 hour	Continental Breakfast
10:00 AM - 10:30 AM 30 minutes	Morning Break
12:00 PM - 1:00 PM 1 hour	Lunch
3:00 PM - 3:30 PM 30 minutes	Afternoon Break
6:00 PM - 8:00 PM 2 hours	CHIA Comedy Night Inside the Red Rock Ballroom Read Less **Sponsors & exhibitors are welcome to attend. Appetizers and drinks provided.* **CHIA reserves the right to cancel any event(s) that will cause undue financial hardship on the membership or association.*

DOWNLOAD APP

Thu, Aug 25

12:00 AM - 1:00 PM 13 hours	Lunch
7:00 AM - 8:00 AM 1 hour	Continental Breakfast
10:00 AM - 10:30 AM 30 minutes	Morning Break
3:00 PM - 3:30 PM 30 minutes	Afternoon Break

Attachment: doc03381120220323144422 (8300 : Out-of-State Travel DA Investigators)

5:00 PM - 6:00 PM Exhibitor Showcase Concludes
1 hour

The mission of the California Homicide Investigators Association (CHIA) is to provide investigative support, training and networking opportunities to homicide investigators, prosecutors and death investigation professionals throughout the Western United States.

California Homicide Investigators Association
c/o San Jose Police Department
ATTN: Detective Brian McDonald
201 W. Mission Street, Suite 305
San Jose, CA 95110

JOIN CHIA187

SUBSCRIBE TO OUR MAILING LIST

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TERMS & CONDITIONS PRIVACY POLICY ACCESSIBILITY

DOWNLOAD APP

Attachment: doc03381120220323144422 (8300 : Out-of-State Travel DA Investigators)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Board of Supervisors

FROM: Wendy Tyler

SUBJECT: Oppose AB 1608 introduced by Assembly Members Gipson and Akilah Weber regarding combined duties of the Sheriff and Coroner

Approve letter in opposition to AB1608 authored by Assembly Members Gipson and Weber regarding combining office of Coroner with Sheriff or Tax Collector

Detailed Description/Background of request

AB1608 removes the authority of a county board of supervisors to combine the duties of the coroner with the duties of the sheriff or the tax collector.

Currently 48 of the 58 counties in our state consolidate the duties of the county-elected Sheriff and the Coroner into a single office. The remaining counties have established an independent Office of the Medical Examiner or a Coroner's Office that is separate from the Sheriff.

The intent of the legislation is, in a nutshell, to ensure there are checks and balances in place when there are suspicious circumstances, sometimes involving law enforcement personnel, with a death. In the case of Colusa County, we already contract for our transport services and with an independent pathologist for autopsy services. These contracts are done through our procurement process, and potential service vendors were vetted through personnel outside of the Sheriff-Coroner Office, then the contracts are considered by the Board of Supervisors. We have checks and balances in place already.

Should this legislation pass, we would have to create yet another county "office" and work to fund, recruit and fill that position. The workload of the Coroner is certainly minimal, and really functions on an "as needed" basis. While this is a good "problem" to have, it will make this an incredibly difficult position to recruit for.

Finally, this is another issue of loss of local control. Existing legislation provides that the Board of Supervisors may consolidate a number of different offices, so that they can best ensure the needs of their constituency are met. The Sheriff-Coroner consolidation is no different.

The unknown increase in costs of creating of the office, coupled with the reality that we

have our checks and balance in place, not to mention the loss of local control are reasons for opposing this legislation.

Prior Board Action
None

Fiscal Impact/Funding Source

There is no known fiscal impact should we have to separate the two offices, however there will certainly be increased costs. There is no funding being made available by the State to assist with the separation should this legislation pass.

Action for the Clerk

Obtain Chair's signature and send to HBE for distribution to addressee and cc's

ATTACHMENTS:

- 05-24-22 BOS meeting Ltr Oppose AB 1608 (DOC)
- Ltr dtd 5-1-22 frm Sheriff Oppose AB 1608 (PDF)
- Bill Text - AB-1608 County officers_ consolidation of offices (PDF)

JOSE MERCED CORONA, DISTRICT I, CHAIR
DAURICE K. SMITH, DISTRICT II
KENT S. BOES, DISTRICT III, VICE-CHAIR
GARY J. EVANS, DISTRICT IV
DENISE J. CARTER, DISTRICT V

COUNTY OF COLUSA
BOARD OF SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

May 24, 2022

Assembly Member Mike A. Gipson
1021 O Street, Suite 8110
Sacramento, CA 95814-4900

Assembly Member Akilah Weber
1021 O Street, Suite 4130
Sacramento, CA 95814-4900

RE: AB 1608 (Gipson and Weber)-OPPOSE

Dear Honorable Assembly Members:

We write to you today to express our opposition to AB 1608, your measure that would eliminate counties' ability to consolidate the duties of the sheriff and coroner. As written, this bill will present an undue hardship for counties across the state, and particularly in the more rural, sparsely populated counties, such as Colusa.

In Colusa County, we utilize the Sheriff-Coroner approach, as is expressly permissible under current law; this model provides us with considerable operational and budgetary efficiencies. Due to our county's size and the relatively small number of deaths, we contract with our local mortuary for transports and with an independent pathologist for autopsy services when needed. This approach offers checks and balances by assuring that the post-mortem examination is conducted by a medical professional. To require counties to establish a new, stand-alone office, with all the complementary administrative functions, will also require expenditure of considerable local resources over the long-term. AB 1608 offers no financial support for the new responsibilities and costs it contemplates, and its implementation would place a disproportionately high impact on the smallest jurisdictions for relatively limited benefit in return. Further, recruitment efforts for this type of infrequent need would be highly difficult, and likely unsuccessful, given the known and already challenging shortage in forensic pathologists nationwide.

Finally, it is important to note that AB 1608 proposes to eliminate an important element of local control that is foundational to county governance and operations. Existing law currently allows counties to explore and implement several models of consolidation or separation of offices. These types of decisions are best left to the discretion of local officials, who are positioned to assess fiscal and operational impacts at the local level that inform responsible governing. .

For these reasons the County of Colusa must oppose AB 1608.

Respectfully,

J. MERCED CORONA

cc: Senator Jim Nilsen
Assembly Member James Gallagher
Assembly Member Cecelia Aguiar-Curry
RCRC
CSAC

Attachment: 05-24-22 BOS meeting Ltr Oppose AB 1608 [Revision 1] (8404 : Oppose AB1608 (Asssembly Members Gipson and Akilah Weber))

Office *of the* Sheriff

COLUSA COUNTY

929 Bridge Street • Colusa, California 95932

(530) 458-0200

JOE GAROFALO
Sheriff-Coroner

May 1, 2022

Board of Supervisors,

The purpose of this letter is to inform you of my strong opposition to Assembly Bill 1608, which would require counties to separate the offices of the coroner and sheriff.

The existing sheriff-coroner approach used by choice by a large number of counties in California enjoys the benefit of operational and budgetary efficiency. By separating these offices, you will remove investigative efficiencies and drastically increase county cost by requiring us to separate our coroner office. Existing law already allows counties to pursue a variety of models of consolidation or separation. This is a decision best left to the discretion of local officials.

In addition, this bill includes no funding for counties to separate the offices of coroner and sheriff. Even if funding were provided, the bill still disregards the importance of local control.

For these reasons, I hope the Colusa County Board of Supervisors will stand with me in strong opposition to Assembly Bill 1608.

Regards,

Sheriff Joe Garofalo

Attachment: Ltr dtd 5-1-22 frm Sheriff Oppose AB 1608 (8404 : Oppose AB1608 (Asssembly Members Gipson and Akilah Weber))

Attachment: Bill Text - AB-1608 County officers_ consolidation of offices (8404 : Oppose AB1608 (Assembly Members Gipson and Akilah

AB-1608 County officers: consolidation of offices. (2021-2022)

SHARE THIS:

Date Published: 04/07/2022 09:00 PM

REVISED APRIL 20, 2022

CORRECTED APRIL 13, 2022

AMENDED IN ASSEMBLY APRIL 07, 2022

CALIFORNIA LEGISLATURE— 2021–2022 REGULAR SESSION

ASSEMBLY BILL NO. 1608

Introduced by Assembly Members Gipson and Akilah Weber

(Coauthors: Assembly Members Cristina Garcia, Mia Bonta, and Bryan)

(~~Coauthor: Senator~~ *Coauthors: Senators Becker,* Pan*, and Wieckowski*)

January 04, 2022

An act to amend Sections 24300, 24304, and 24304.1 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

AB 1608, as amended, Gipson. County officers: consolidation of offices.

Existing law authorizes the board of supervisors of a county to consolidate the duties of various county offices in various combinations, including combining the duties of the sheriff and the coroner.

This bill would ~~delete~~ *remove* the *board of supervisors'* authority to combine the duties of the sheriff with the duties of the coroner. *The bill would also remove the board of supervisors' authority to combine the duties of the tax collector with the duties of the coroner.*

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 24300 of the Government Code is amended to read:

24300. By ordinance the board of supervisors may consolidate the duties of certain of the county offices in one or more of these combinations:

(a) Sheriff and tax collector.

(b) Auditor and recorder.

(c) County clerk, auditor, and recorder.

(d) County clerk and public administrator.

(e) County clerk and recorder.

(f) County clerk and auditor.

(g) Treasurer and tax collector.

(h) Treasurer and recorder.

(i) Treasurer and assessor.

(j) Treasurer and public administrator.

(k) Public administrator and coroner.

(l) District attorney and public administrator.

(m) District attorney and coroner.

(n) Sheriff and public administrator.

(o) County agricultural commissioner and county sealer of weights and measures.

(p) Road commissioner and surveyor. A county may create an office entitled public works director, combining the duties of road commissioner and surveyor and any other compatible duties not legally required to be performed by another county officer.

(q) County surveyor and director of transportation.

By the ordinance that consolidates the duties of the appointive county offices described in subdivision (o), notwithstanding Section 2122 and Sections 2181 to 2187, inclusive, of the Food and Agricultural Code, and Sections 12200 and 12214 of the Business and Professions Code, the board of supervisors may provide that the first term only of the newly consolidated office expires when the first of the remaining unexpired terms of the two unconsolidated offices would have expired. Where a vacancy in either of the unconsolidated offices exists the term of office of the newly consolidated office shall be the longer of the remaining unexpired terms.

SEC. 2. Section 24304 of the Government Code is amended to read:

24304. Notwithstanding the provisions of Section 24300, in counties of the 13th to 58th classes, inclusive, the board of supervisors by ordinance may consolidate the duties of certain of the county offices in one or more of these combinations:

(a) Sheriff and tax collector.

(b) Auditor and recorder.

(c) County clerk, auditor, and recorder.

(d) County clerk and public administrator.

(e) County clerk and recorder.

(f) County clerk and auditor.

(g) Treasurer and tax collector.

(h) Treasurer and recorder.

(i) Treasurer and assessor.

(j) Treasurer and public administrator.

(k) Public administrator and coroner.

Attachment: Bill Text - AB-1608 County officers_ consolidation of offices (8404 : Oppose AB1608 (Assembly Members Gipson and Akilah

(l) District attorney and public administrator.

(m) District attorney and coroner.

(n) Sheriff and public administrator.

(o) County agricultural commissioner and county sealer of weights and measures.

(p) County clerk and tax collector.

(q) Treasurer, tax collector, and recorder.

~~(r) Tax collector and coroner.~~

~~(s)~~

(r) Coroner and health officer.

~~(t)~~

(s) Road commissioner and surveyor. A county may create an office entitled public works director, combining the duties of road commissioner and surveyor and any other compatible duties not legally required to be performed by another county officer.

~~(u)~~

(t) Coroner and public administrator.

~~(v)~~

(u) Treasurer, tax collector, and public administrator.

~~(w)~~

(v) County clerk, assessor, and recorder.

~~(x)~~

(w) Assessor and recorder.

~~(y)~~

(x) Tax collector/county clerk and treasurer.

SEC. 3. Section 24304.1 of the Government Code is amended to read:

24304.1. Notwithstanding the provisions of Section 24300, in counties of the 11th class, the board of supervisors by ordinance may consolidate the duties of certain of the county offices, as follows:

(a) County clerk, assessor, and recorder.

(b) Either of the following:

(1) Sheriff and public administrator.

(2) Coroner and public administrator.

CORRECTIONS:
Heading—Line 3.
REVISIONS:
Heading—Line 2.

Attachment: Bill Text - AB-1608 County officers_ consolidation of offices (8404 : Oppose AB1608 (Assembly Members Gipson and Akilah

COUNTY OF COLUSA, CA

8.2

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve letter in opposition of AB 1717 authored by Assembly Member Cecilia Aguiar-Curry

Approve letter in opposition to AB1717 authored by Assembly Member Aguiar-Curry, expanding the definition of "public works" to include publicly funded fuel reduction work, and thereby require payment of prevailing wage

Detailed Description/Background of request

This bill expands the definition of public works, for which prevailing wage must be paid to workers, to include publicly funded fuel reduction work performed as part of a fire mitigation project.

In recent years a variety of public funding has been made available for fuel reduction work. This has provided local governments the ability to undertake such vital projects as clearing dead and dying trees from critical infrastructure and residential properties during California's recent tree mortality epidemic, as well as completing community wildfire mitigation projects in concert with local fire prevention organizations to help safeguard residents from the impacts of devastating wildfires. AB 1717 would increase the cost of crucial fire mitigation projects around communities and critical infrastructure by including these projects in the definition of "public works," thereby subjecting them to prevailing wage.

Colusa County has long advocated for increased training and development of a local forest management and wildfire prevention workforce. AB 1717 would drive up costs of the scarce forest workforce currently in place, while shrinking the pace and scale of vegetation treatment projects on the ground.

Prior Board Action

None

Fiscal Impact/Funding Source

Unknown fiscal impact at the local level.

Action for the Clerk

Send to:
HBE
The Honorable Cecilia Aguiar-Curry, Member of the California State Assembly
Members of the Assembly Appropriations Committee
Irene Ho, Principal Consultant, Assembly Appropriations Committee

ATTACHMENTS:

- 05-24-22 BOS meeting Ltr Oppose AB 1717 (DOC)
- AB1717 _ California 2021-2022 _ Public works_ definition (PDF)

JOSE MERCED CORONA, DISTRICT I, CHAIR
DAURICE K. SMITH, DISTRICT II
KENT S. BOES, DISTRICT III, VICE-CHAIR
GARY J. EVANS, DISTRICT IV
DENISE J. CARTER, DISTRICT V

COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

May 24, 2022

Assembly Member Cecilia M. Aguiar-Curry
1021 O Street, Suite 6350
Sacramento, CA 94249-0004

RE: Assembly Bill 1717 (Aguiar-Curry) — OPPOSE
As Introduced January 27, 2022

Dear Assembly Member Aguiar-Curry:

On behalf of the Colusa County Board of Supervisors, I write to express our opposition to Assembly Bill 1717, your measure that would expand the definition of public works to include fuel reduction work paid for in part or whole by public funds for the purposes of requiring payment of prevailing wage.

Over the past several years, California's wildfire seasons have grown both longer and more severe each year as climate change has exacerbated the decades-overdue need for better vegetation management and fuels treatment strategies around communities in the wildland urban interface (WUI). The ability to utilize public dollars through programs like California Climate Investments as well as grant efforts through local Resource Conservation Districts has afforded rural local governments the ability to undertake such vital projects as clearing dead and dying trees from critical infrastructure and residential properties, as well as completing community wildfire mitigation projects in concert with local fire prevention organizations to help safeguard residents from the impacts of devastating wildfires.

The ability to maximize the benefit of public funding to implement community fuels treatment and fire mitigation projects to safeguard communities in Colusa County from wildfires is imperative to our long-term wildfire prevention goals. As fire-prone counties like ours continue to seek ways to maximize their ability to safeguard their residents from the devastation of wildfires, it seems ill-timed to introduce additional barriers to implementation of fire mitigation projects in communities that desperately need public funds to complete these projects.

AB 1717 would increase the cost of crucial fire mitigation projects around communities and critical infrastructure by including these projects in the definition of "public works," thus subjecting them to prevailing wage. We support increased training and development of a local forest management and wildfire prevention workforce. However, AB 1717 would simply drive up costs of the scarce forest workforce currently in place by dramatically shrinking the efficacy of public dollars used for pace and scale of vegetation treatment projects on the ground, particularly in counties like ours.

For the above reasons, Colusa County regretfully opposes AB 1717. Please do not hesitate to contact Supervisor Gary Evans to discuss our concerns.

Respectfully,

J. MERCED CORONA

cc: Senator Jim Nilsen
Assembly Member James Gallagher
RCRC
CSAC

Attachment: 05-24-22 BOS meeting Ltr Oppose AB 1717 (8391 : Oppose AB 1717 authored by Assembly Member Cecilia Aguiar-Curry)

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL No. 1717

Introduced by Assembly Member Aguiar-Curry

January 27, 2022

An act to amend Section 1720 of the Labor Code, relating to public works.

LEGISLATIVE COUNSEL'S DIGEST

AB 1717, as introduced, Aguiar-Curry. Public works: definition.

Existing law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Existing law defines the term "public works" for purposes of requirements regarding the payment of prevailing wages to include construction, alteration, demolition, installation, or repair work done under contract and paid for using public funds, except as specified. Existing law makes a willful violation of laws relating to the payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" to include fuel reduction work paid for in whole or in part out of public funds performed as part of a fire mitigation project, as specified. By expanding the scope of a crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Attachment: AB1717 _ California 2021-2022 _ Public works_ definition (8391 : Oppose AB 1717 authored by Assembly Member Cecilia Aguiar-

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 1720 of the Labor Code is amended to read:

1720. (a) As used in this chapter, "public works" means all of the following:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

(2) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public works" does not include the operation of the irrigation or drainage system of an irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of an officer or public body of the state, or of a political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(5) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(6) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

Attachment: AB1717 _ California 2021-2022 _ Public works_ definition (8391 : Oppose AB 1717 authored by Assembly Member Cecilia Aguiar-

(7) (A) Infrastructure project grants from the California Advanced Services Fund pursuant to Section 281 of the Public Utilities Code.

(B) For purposes of this paragraph, the Public Utilities Commission is not the awarding body or the body awarding the contract, as defined in Section 1722.

(8) Tree removal work done in the execution of a project under paragraph (1).

(9) Fuel reduction work paid for in whole or in part out of public funds performed as part of a fire mitigation project, including, but not limited to, residential chipping, rural road fuel breaks, fire breaks, and vegetation management.

(b) For purposes of this section, "paid for in whole or in part out of public funds" means all of the following:

(1) The payment of money or the equivalent of money by the state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer.

(2) Performance of construction work by the state or political subdivision in execution of the project.

(3) Transfer by the state or political subdivision of an asset of value for less than fair market price.

(4) Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the state or political subdivision.

(5) Money loaned by the state or political subdivision that is to be repaid on a contingent basis.

(6) Credits that are applied by the state or political subdivision against repayment obligations to the state or political subdivision.

(c) Notwithstanding subdivision (b), all of the following apply:

(1) Private residential projects built on private property are not subject to this chapter unless the projects are built pursuant to an agreement with a state agency, a redevelopment agency, a successor agency to a redevelopment agency when acting in that capacity, or a local public housing authority.

(2) If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private

Attachment: AB1717 _ California 2021-2022 _ Public works_ definition (8391 : Oppose AB 1717 authored by Assembly Member Cecilia Aguiar-

development project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter.

(3) (A) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to this chapter.

(B) (i) For purposes of subparagraph (A), a public subsidy is de minimis if it is both less than six hundred thousand dollars ($600,000) and less than 2 percent of the total project cost.

(ii) Notwithstanding clause (i), for purposes of subparagraph (A), a public subsidy for a project that consists entirely of single-family dwellings is de minimis if it is less than 2 percent of the total project cost.

(iii) This subparagraph shall not apply to a project that was advertised for bid, or a contract that was awarded, before July 1, 2021.

(4) The construction or rehabilitation of affordable housing units for low- or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code do not constitute a project that is paid for in whole or in part out of public funds.

(5) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to this chapter if one or more of the following conditions are met:

(A) The project is a self-help housing project in which no fewer than 500 hours of construction work associated with the homes are to be performed by the home buyers.

Attachment: AB1717 _ California 2021-2022 _ Public works_ definition (8391 : Oppose AB 1717 authored by Assembly Member Cecilia Aguiar-

(B) The project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars ($25,000).

(C) Assistance is provided to a household as either mortgage assistance, downpayment assistance, or for the rehabilitation of a single-family home.

(D) The project consists of new construction, expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, and architectural and engineering services.

(E) The public participation in the project that would otherwise meet the criteria of subdivision (b) is public funding in the form of below-market interest rate loans for a project in which occupancy of at least 40 percent of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income.

(d) Notwithstanding any provision of this section to the contrary, the following projects are not, solely by reason of this section, subject to this chapter:

(1) Qualified residential rental projects, as defined by Section 142(d) of the Internal Revenue Code, financed in whole or in part through the issuance of bonds that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(2) Single-family residential projects financed in whole or in part through the issuance of qualified mortgage revenue bonds or qualified veterans' mortgage bonds, as defined by Section 143 of the Internal Revenue Code, or with mortgage credit certificates under a Qualified Mortgage Credit Certificate Program, as defined by Section 25 of the Internal Revenue Code, that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8

Attachment: AB1717 _ California 2021-2022 _ Public works_ definition (8391 : Oppose AB 1717 authored by Assembly Member Cecilia Aguiar-

(commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(3) Low-income housing projects that are allocated federal or state low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code, Chapter 3.6 (commencing with Section 50199.4) of Part 1 of Division 31 of the Health and Safety Code, or Section 12206, 17058, or 23610.5 of the Revenue and Taxation Code, on or before December 31, 2003.

(e) Notwithstanding paragraph (1) of subdivision (a), construction, alteration, demolition, installation, or repair work on the electric transmission system located in California constitutes a public works project for the purposes of this chapter.

(f) If a statute, other than this section, or a regulation, other than a regulation adopted pursuant to this section, or an ordinance or a contract applies this chapter to a project, the exclusions set forth in subdivision (d) do not apply to that project.

(g) For purposes of this section, references to the Internal Revenue Code mean the Internal Revenue Code of 1986, as amended, and include the corresponding predecessor sections of the Internal Revenue Code of 1954, as amended.

(h) The amendments made to this section by either Chapter 938 of the Statutes of 2001 or the act adding this subdivision shall not be construed to preempt local ordinances requiring the payment of prevailing wages on housing projects.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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Attachment: AB1717 _ California 2021-2022 _ Public works_ definition (8391 : Oppose AB 1717 authored by Assembly Member Cecilia Aguiar-

COUNTY OF COLUSA, CA

11.1

Request For County Board of Supervisors Action

MEETING DATE: May 24, 2022

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Closed Session - Real Property Negotiations

California Government Code Section 54956.8
Conference with Real Property Negotiators
Property: 620 Webster St., Colusa, California
Property Owner: Ronald and Sandra Rector
Negotiators: County Administrative Officer and County Counsel
Under Negotiation: Potential Purchase and Related Items

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk