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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
FAX (530) 458-0510
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

May 20, 2025

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of May 6, 2025 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS **- Note: 5 minutes allowed per Department for Staff Reports.**
This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

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

1. BOARD OF SUPERVISORS
Approve the April 28, 2025 Special meeting Minutes and the May 6, 2025 Regular meeting Minutes.

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

3. PUBLIC WORKS/ROAD DEPARTMENT/CSA #1
Approve Agreement with **Stony Creek Water District** to Transfer Water to CSA #1 for a period of Twenty (20) Years.

4. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/JAIL
Adopt specifications and working details for the Request for Bids (RFB) for the Sheriff's Jail kitchen flooring project.

5. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve 3rd Modification with **CliftonLarsonAllen, LLC** for professional auditing services effective May 20, 2025.

6. PURCHASING AND PROCUREMENT
Approve lease with **Quadient Leasing USA, Inc.** for the postage meter to process the County's daily mail using the NASPO State of California Contract 7-22-70-50-04.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 3rd Modification with **Cache Creek Lodge, Inc.** for adult rehabilitation services, effective July 1, 2025.

8. PURCHASING AND PROCUREMENT/BUILDING AND GROUNDS MAINTENANCE
Approve a Contract with **Don C. George, Inc. dba, George Roofing** for the reroofing and gutter installation at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.

9. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve purchase of a hot box asphalt trailer from Spaulding Mfg, Inc. utilizing Sourcewell in the amount of $57,314.81 and authorize the Purchasing Agent to sign the purchase order.

10. PURCHASING AND PROCUREMENT/SHERRIF'S OFFICE-JAIL
Ratify Agreement (No. 5227-COLUSA863) with the **Board of State and Community Correction** and approve Amendment 1 to the agreement extending the term and authorize Sheriff Joe Garofalo to sign.

11. TREASURER
Accept April 2025 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

III. CLERK RECORDER/ELECTIONS

1. Adopt a Resolution Authorizing the Establishment of an Electronic Recording Delivery System and Collection of an Additional One Dollar for

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

IV. COUNTY ADMINISTRATIVE OFFICE

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

2. Approve Special Claims as follows:

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

RISK MANAGEMENT/RISK MANAGEMENT

3. Presentation on Loss Prevention and Safety activities.

V. BOARD OF SUPERVISORS

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

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

3. **Sitting as Colusa County Air Pollution Control District Board**
Adopt a Resolution authorizing participation in the California Air Resources Board's Emissions Inventory District Grant Program, approving the Air Pollution Control Officer to accept grant funds and approve standard administerial modifications. **Further,** ratify Grant Agreement with the **California Air Resources Board**, effective May 1, 2025.

4. **Sitting as Colusa County Air Pollution Control District**
Approve contract with **Feather River Air Quality Management District** for environmental engineering services, effective May 20, 2025.

VI. SUPERVISORS' REPORTS OR COMMENTS

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

VIII. CLOSED SESSION

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

ADJOURN

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

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

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

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 04-28-25 Special Meeting Minutes (PDF)
- 05-06-25 Minutes (PDF)

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



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COLUSA COUNTY
BOARD OF SUPERVISORS

Special Meeting Minutes

April 28, 2025

Board of Supervisors Conference Room
547 Market Street, Suite 102B
Colusa, CA 95932

The Board of Supervisors of the County of Colusa, State of California meets in Special Session this 28th day of April 2025 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, J. Merced Corona, Randy Wilson and Janice A. Bell.

PERIOD OF PUBLIC COMMENT

None.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

I. CLOSED SESSION

1. CLOSED SESSION: PUBLIC EMPLOYMENT
   California Government Code 54957(b). Title: Public Works/Airport Operations Director.

Chair Smith declares a recess at 9:03 a.m. to convene in Closed Session and reconvenes in Regular Session at 12:00 p.m. with all Supervisors present.

Chair Smith makes time for announcement of Closed Session.

Counsel announces the Board interviewed candidates for the position of Public Works/Airport Operations Director. Counsel states the Board voted 4-1 to make an offer to the selected candidate contingent upon successful completion of the background check.

Attachment: 04-28-25 Special Meeting Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

Chair Smith adjourned the meeting at 12:03 p.m. to reconvene in Regular Session on May 6, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

_____
Ann Nordyke, Chief Deputy Clerk

Attachment: 04-28-25 Special Meeting Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II, Chair
Kent S. Boes, District III,
Randy Wilson, District IV
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Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

May 6, 2025

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 6th day of May 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

REPORT OUT OF APRIL 22, 2025 CLOSED SESSION

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

2. CLOSED SESSION: PUBLIC EMPLOYMENT. California Government Code 54957(b). Title: County Administrative Officer. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   California Government Code section 54956.8
   Property: 199 E Webster St., Colusa, CA
   Property owner: County of Colusa
   Proposed Purchaser: Colusa Medical Center
   Negotiators: County Administrative Officer and County Counsel
   Under negotiation: Price and Terms of Sale/Lease.

2. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Public Works/Airport Operations Director.

I. STAFF REPORTS

Mr. Lanphier gives an update on the Lights Festival. He states he has identified a potential Artificial Intelligence (AI) software program that would help with roadway assessments. He states he will be submitting a Safe Streets for All grant for River Road.

Ms. Allen gives an update on applications under the Industrial Hemp Ordinance indicating the acreage has increased this year.

Ms. Rhodes introduces her department staff.

Assistant Sheriff Bradwell gives an update on the Jail Project.

CONSENT AGENDA

Chair Smith makes time for Consent Item No.'s 1 through 14.

Supervisor Wilson request Item No. 8 be pulled and considered separately.

Chair Smith so directs.

Approve Consent Item No.'s 1 through 7 and 9 through 14.

1. BOARD OF SUPERVISORS
Approve the April 16, 2025 Special meeting Minutes and the April 22, 2025 Regular meeting Minutes.

2. APPOINTMENT/WILLIAMS FIRE PROTECTION DISTRICT
Appoint Jeremiah Karlonas to the Williams Fire Protection District to fill an unexpired term effective May 6, 2025 through July 17, 2027. **(Application Received: Jeremiah Karlonas)**

3. APPOINTMENT/LOCAL CHILD CARE PLANNING COUNCIL
Approve the Certification Statement regarding the Composition of the Local Child Care Planning Council (LPC).

4. APPOINTMENT/CYPRESS HILL CEMETERY DISTRICT
Appoint Gary Evans (Dist. 4) to the Cypress Hill Cemetery District, effective May 6, 2025 through May 5, 2029. **(Application received: Gary Evans)**

5. HEALTH AND HUMAN SERVICES
Approve Contract No. **C25-060** for State of California Grant Agreement Amendment No. 22-11296 A1 with the **California Department of Public Health (CDPH)** for implementation of the California Public Health Workforce Career Ladder Education and Development Program, effective February 1, 2022, through June 30, 2026.

6. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Ratify Contract No. **C25-061** with **PG&E** to relocate electrical power-lines on the East side of the new Colusa County Detention and Treatment Facility.

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

7. PURCHASING AND PROCUREMENT/PROBATION
Approve Contract No. **C25-062** 5th Modification with **Corrections Software Solutions, LP,** for software maintenance services, effective February 1, 2025.

9. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve Contract No. **C25-063** with **Foster & Foster Consulting Actuaries, Inc.** for actuarial services effective July 1, 2025.

10. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve Contract No. **C25-064** with **OpenGov** (Order Form No. Q-05955) for the County's financial software, effective June 1, 2025.

11. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve Contract No. **C25-065** 2nd Modification with **Fifth Asset Inc., dba DebtBook** for the cloud-based debt, lease and Subscription Based IT Arrangements management software program, effective April 15, 2025.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C25-066** Amendment A1 (23-30089) with the **California Department of Health Care Services** for the purpose of identifying and providing covered Drug Medi-Cal services for Substance Use Disorder treatment to beneficiaries residing in the Contractor's service area, effective May 6, 2025.

13. PURCHASING AND PROCUREMENT/BEHAVORIAL HEALTH
Approve Contract No. **C25-067** 3rd Modification with **Willow Glen Care Center** for rehabilitation services effective May 1, 2025.

14. PURCHASING AND PROCUREMENT/DPW
Ratify Contract No. **C25-068** Grazing Agreement with **Manhart Farms LLC** for grazing of livestock on and around the Evans Road landfill site.

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

Chair Smith makes time for Consent Item No. 8.

PURCHASING AND PROCUREMENT/DPW
8. Approve Contract No. **C25-069** with **All-American Construction** for road reconstruction on College City Road.

Comments received by Mr. Lanphier and Ms. Tyler.

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

III. HUMAN RESOURCES

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

DPW

1. Amend the Position Allocation Schedule for the Public Works Department by deleting one Marketing and Administrative Specialist position, MSC19 ($3,388-$5,560 per month) and adding one flexibly staffed Office Assistant I/II position, MSC09/MSC13 ($2,643- $4,341)/($2,920-$4,793), effective May 6, 2025.

Comments received by Ms. Rhodes.

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

IV. CLERK RECORDER/ELECTIONS

1. Approve letter in Support of AB 1430 (Bennett) for Recorder Fee Stabilization.

Comments received by Ms. Edwards and Ms. Tyler.

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

V. PURCHASING AND PROCUREMENT

DHHS

1. Adopt **Resolution No. 25-014** declaring vehicle as surplus property and authorize donation to the Ministerial Association of California Counties**.**

Comments received by Ms. West and Ms. Tyler.

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

DHHS

2. Pursuant to Section 5.2 of the Purchasing and Procurement Policy (Policy 401), waive the competitive bidding process on the finding that grant funds will be returned if not expended by June 30, 2025 and approve Purchase Order No. 71204162025 to purchase two trailers in the amount of $21,029.01 from Johnson for the Department of Health and Human Services Public Health Emergency Preparedness Program and authorize the Purchasing Agent to sign.

Comments received by Ms. West and Ms. Kelly.

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

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

TREASURER/TAX COLLECTOR

3. Approve Contract No. **C25-070** with **Meeder Public Funds, Inc.** for management of treasury investments and authorize the Treasurer/Tax Collector to sign the documents.

Comments received by Ms. Dillard and Ms. Tyler.

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

VI. BEHAVIORAL HEALTH

Chair Smith makes time to adopt a Proclamation proclaiming May 2025 as Mental Health Matters Month and reads the Proclamation into the record:

"PROCLAMATION OF THE
COLUSA COUNTY BOARD OF SUPERVISORS
PROCLAIMING MAY 2025 AS MENTAL HEALTH MATTERS MONTH

WHEREAS, about 2 million times each year, people with serious mental illness are booked into jails often for reasons related to the symptoms of their untreated condition. About 2 in 5 people who are incarcerated have a history of mental illness. An estimated 4,000 people with serious mental illness are held in solitary confinement inside U.S. prisons;

WHEREAS, 70% of youth in the juvenile justice system have a diagnosable mental health condition. Youth in detention are 10 times more likely to suffer from psychosis than youth in the community;

WHEREAS, less than half of people (45%) with a history of mental illness receive mental health treatment while held in local jails, and suicide is the leading cause of death for people held in local jails;

WHEREAS, we promote the collaboration between county departments such as Behavioral Health, Sheriff's Department, District Attorney, and Probation to improve the treatment and care of individuals who have a mental health conditions that are currently justice involved;

WHEREAS, we support connecting individuals who are discharged from jail to behavioral health services when needed to improve reintegration into the community and reduce recidivism;

WHEREAS, we oppose the criminalization of mental illness and work to ensure that every person is met with a response that preserves their health, well-being and dignity;

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources for all members of our community;

NOW, THEREFORE, BE IT PROCLAIMED, that the Colusa County Board of Supervisors hereby recognizes May 2025 as Mental Health Awareness Month.

We encourage all residents of Colusa County to:

- Educate themselves about mental health conditions, treatment options, and available resources
- Challenge stigma by speaking respectfully and inclusively about mental health

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

- Seek help if they are struggling with their mental health and encourage others to do the same
- Support organizations that provide mental health services and advocacy"

Comments received by Mr. Hobson.

BEHAVIORAL HEALTH

1. Adopt a Proclamation proclaiming May 2025 as Mental Health Matters Month as corrected.

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

2. Presentation on Jail Based Behavioral Health Care.

Comments received by Mr. Hobson and Assisstant Sheriff Bradwell.

3. Approve out-of-state travel for two (2) Behavioral Health staff members, Mayra Puga and Cesar Perez, from August 6-10, 2025 to attend the 2025 National Latino Behavioral Health Association Conference located in Albuquerque, New Mexico, from August 7-9, 2025.

Comments received by Mr. Hobson.

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

VII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

Budget Ad-Hoc meeting
CSAC Legislative Conference
Latino Caucus meeting
Special Board meeting
City of Williams Guerra De Los Tacos

Supervisors Boes distributes information from CSAC regarding a new At Home Pilot Program. **(Handout on file in Clerk's office)**

Supervisor Wilson

Meetings/functions attended:

Golden Pheasant Gala
Special Board meeting
Maxwell High School Rodeo Committee meeting
Jail Project tour
Spoke with Jerry Brown from Sites

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

Spoke with constituents regarding zoning issues

Supervisor Bell
Meetings/functions attended:
- Groundwater Authority meeting
- Transportation and Transit meeting
- CSAC Legislative conference
- CSAC Women's Leadership forum
- Fish and Game Commission Kids Free Fishing Day
- Special Board meeting
- Met with Williams Peace Officers Association for Law Enforcement Memorial
- Denim Day for CSAC
- North State Drinking Water Solutions Network meeting
- 2 days of Adopt a Highway Clean-up
- LAFCo meeting
- Met with Chief Winters regarding issues of concerns
- Colusa County Friends of the Library Plant Sale and Wine Tasting
- NSVIRWM joint meeting with TAC Committee for Sites Reservoir presentation
- Correspondence with constituents on various issues

Supervisor Corona
Meetings/functions attended:
- Fallen Police Officers Ceremony
- Harlem Wizzards Teachers Fundraiser
- Colusa County Friends of the Library Plant Sale and Wine Tasting
- LAFCo meeting
- Worked on Colusa County Officers Memorial
- Special Board meeting
- Tri-Counties Juvenile Hall meeting
- Colusa County Children's Memorial Flag raising Ceremony
- Dave Salm's Retirement BBQ

Supervisor Smith
Meetings/functions attended:
- Budget Ad-Hoc meeting
- Transportation and Transit meeting
- NCWA meeting
- Drought Task Force meeting
- Special Board meeting
- Agenda Review
- NCCC agenda review
- Update on local mining Ordinance zoom meeting
- ALUC meeting

VIII. AD-HOC COMMITTEE UPDATES

1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)
Supervisor Smith states there has been some transition due to the change in Directors but updates will be done to the policy within the next two months.

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)

Supervisor Boes states the released budget instructions hold Departments to the same budget amounts as last year's final budget and requires an additional 10% cut across the board should it be necessary. He further states we are waiting for Department Heads to submit their requested budgets. Supervisor Smith states the County has ignored the revenue loss for the last three years from the Unitary Tax and the Ad-Hoc is committed to no further use of reserves to balance the budget.

3. Employee Hiring Ad-Hoc Committee (Supervisors Smith and Boes)

Supervisor Smith states Department Heads are really working hard to not make any requests. Supervisor Boes states there are no status changes.

4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)

None.

5. Colusa Medical Center Ad-Hoc Committee (Supervisors Smith and Boes)

Supervisor Smith states there is an item on agenda today.

6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisors Corona and Boes)

Supervisor Boes states information has been received from LAFCo and he anticipates the City of Colusa will be reaching out to have those discussions.

Ms. Tyler states the process for this annexation with the amended application has been reviewed by the Executive Director of LAFCo, and it aligns with State law and LAFCo rules.

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states AB433 that was brought up at the last meeting regarding an increase to alcoholic beverage licenses has been amended and they have increased the number of licenses from five to ten and the specifically designated license for CICC has been removed. She further states that in terms of budgetary matters regarding staff restructuring, HR is being hit with many requests and realistically they will not all be processed by the time the budget is adopted. She states there will be a stopgap to fund positions. She further states there was a great discussion from CSAC Legislation on unfunded mandates, which also ties into our budget and it will be very interesting to see when the May revise comes out.

Supervisors Boes states that on the State level there may be a CARB item that comes through we might have to do some work on.

Chair Smith declares a recess at 10:30 a.m. to convene in Closed Session.

X. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. California Government Code section 54956.8. Property: 199 E Webster St., Colusa, CA. Property owner: County of Colusa. Proposed Purchaser: Colusa Medical Center. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale/Lease

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

2. CLOSED SESSION: PUBLIC EMPLOYMENT. California Government Code 54957(b). Title: Public Works/Airport Operations Director.

Chair Smith adjourned the meeting at 10:35 a.m. to reconvene in Regular Session on May 20, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 05-06-25 Minutes (10530 : Approve the April 28 Special Meeting and May 6, 2025 Regular Meeting Minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

The Collective Bargaining Agreements with the Colusa County Employees' Association, Colusa County Management Coalition and Colusa County Deputy Sheriffs' Association are all set to expire September 30, 2025. The Board must formally appoint labor negotiators to represent them in these conversations.

In a departure from the most recent rounds of negotiations, we do not intend to utilize a contract negotiator, but wish to have the three staff members who have previously participated on behalf of the Board continue to do so. Ms. Rhodes, Ms. Mora and Ms. Moore are all non-represented employees, and are well positioned to represent the Board in the upcoming negotiations.

Prior Board Action

No prior actions with regard to this round of negotiations.

Fiscal Impact/Funding Source

No fiscal impact with regard to making the appointment. There will be a general fund savings since we will not be using Mr. Clark.

Action for the Clerk

None.

COUNTY OF COLUSA, CA 2.3

Request For County Board of Supervisors Action

MEETING DATE: **May 20, 2025**

DEPARTMENT: **Public Works/Road Department**

FROM: **Scott Lanphier**

SUBJECT: **Approve Agreement with Stony Creek Water District to Transfer Water to CSA #1 for a period of Twenty (20) Years.**

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

Detailed Description/Background of request

The waters of Stony Creek have been adjudicated by the Federal Court in Sacramento and the document describing that adjudication is commonly known as "The Angle Decree". The adjudication calls out specific uses of said Stony Creek Water.

In order to avoid the problem of routinely using Angle Decree Water for other than the adjudicated purpose the County entered into a water transfer agreement with the Stony Creek Water District (District) in August of 2005. That agreement expires in August of 2025.

The Stony Creek Water District is supportive of renewing an agreement with Colusa County for the purposes of continuing the water transfer to CSA #1. The attached agreement provides the language similar to the prior agreement and provides for up to 91.025 acre feet per year. Typically, the County has purchased anywhere from 10 acre feet up to 20 acre feet per year, with costs varying year to year. In 2024, the County paid $1,714.50 for 18 acre feet of water at a total cost of $95.25 per acre feet. That cost includes $55.25 for the water and $40.00 for an administrative fee.

Staff is requesting a renewal of the water transfer agreement with the Stony Creek water district for a period of 20 years.

Prior Board Action

Authorization of C05-191 Water transfer Agreement August 9, 2005
Authorization of $8,000 for Environmental Services by BOR to Facilitate Agreement

Fiscal Impact/Funding Source

Approximately $2,000 per year (varies) from fund 182 which currently has a cash balance deficit of $-877,077.05 as of April 24, 2025.

Action for the Clerk

Please provide the Director of Public Works with a signed electronic copy and mail a signed copy of the agreement to:

Jeanne Westcamp
SCWD Dir/Sec/Trea
P.O.Box 52
Stonyford, CA 95979

ATTACHMENTS:

- New Transfer Agreement Signed by SCWD (PDF)
- Prior Water Transfer Agreement C05-191 - Copy (PDF)

AGREEMENT FOR THE TEMPORARY TRANSFER OF WATER BETWEEN STONY CREEK WATER DISTRICT AND COLUSA COUNTY FOR SERVICE AREA #1 (CENTURY RANCH)

This agreement, made this _____ day of_____ , 2025 between Stony Creek Water District (herein referred to as "the District ") and the County of Colusa, for the purpose of obtaining and providing a temporary supply of water for the Community Service Area #1 (Century Ranch) water system (herein referred to as "CSA #1") for a period of 20-years.

Recitations:

1. The District has a contract with the Bureau of Reclamation (Contract No. 2-07- 20-W0261) whereby the District removes water from Stony Creek upstream from Black Butte Reservoir in exchange for water in Black Butte Reservoir. The times of removal of such water under that contract are between March I and November 30 of each calendar year.

2. Although the quantity of the water supplied to the District under the aforementioned contract are inadequate for the eventual needs of the District, there is a small amount of water available under the District's contract with the Bureau of Reclamation which can be made available hereinunder to the diversion facility on a temporary basis. The District is not a public utility, and its ability to provide water is limited by many natural and political forces and it does not have the ability to physically deliver water under this agreement. The CSA #1 will be restricted under this agreement only to water that is available from natural stream flow adjacent to the CSA #1.

3. The CSA #1 has three other sources of water and therefore is not, and will not be, wholly dependent on this agreement for a critical supply. The other sources of water supply for the CSA #1 are:

   A. Three groundwater wells (Well #3, 6 and 7) which currently supply 100% of the water for the CSA #1.

4. The CSA #1 wells (item A, above) are proving to be inadequate to provide M&I water during the eight months between April I and November 30 of each calendar year.

5. In order to avoid the problem of routinely using Angle Decree Water for other than the adjudicated purpose the County of Colusa desires to purchase water from the District as provided herein, subject to all the natural and political conditions which may prevent performance on the part of the District, and the District is willing to sell and "transfer" water subject thereto.

Attachment: New Transfer Agreement Signed by SCWD [Revision 1] (10501 : CSA 1 Water Transfer Agreementt)

6. The waters of Stony Creek have been adjudicated by the Federal Court in Sacramento and the document describing that adjudication is commonly known as "The Angle Decree". The court has appointed a Water Master for Stony Creek and Tributaries (currently Mr. George Pendell, who maintains an office in Orland in the Building, occupied by the Orland Unit Water Users Association). Thus, as a Marshal of the Federal Court, it is the job of the Water Master to enforce "The Angle Decree" in a fair and just manner. The Water Master has been involved in the negotiations leading to this agreement, and has authored portions hereof, and of course, will be involved in monitoring its implementation.

7. All parties involved are aware that in the event of a severe drought a water shortage may occur which could require a reduction in diversions to the Facility. All diversions on Stony Creek are subject to prior water rights. The Water Master will determine if diversions need to be curtailed in order to avoid infringing on downstream Angle Decree water rights.

8. It is the parties' understanding that Sec. 3405(a)(I)(M) of the CVP Improvement Act (Title 34 of P.L 102-575) authorizes the transfer of water from the 2920 acre- foot supply of Stony Creek Water District.

Now therefore it is agreed as follows:

1. All the above statements, including the title, are incorporated by reference.

2. The District will transfer to the CSA #1 not more than 91.025 acre-feet of water between March I and November 30 of each calendar year. Said water is to be removed from Little Stony Creek at a maximum rate of 75 gallons per minute so as not to disrupt downstream flows in any significant way. This rate is equivalent to 0.168 cfs and over a24 hour period yields 0.331 acre-feet or 108,000 gallons.

3. Since the District must order and pay for water at least two months in advance. An order and appropriate check must be received from the County of Colusa by the District (currently Jeanne Westcamp, Secretary, P.O. Box 52, Stonyford,CA. 95979, phone number 530-517-0299) sixty (60) days prior to delivery. The County of Colusa agrees to discuss this schedule with her and agrees to purchase a minimum of two (2) acre-feet per month between March I and November 30 of each calendar year.

4. Fees for environmental analysis, review and approval of this transfer agreement by the Bureau of Reclamation have been estimated not to exceed $8,000.00 and a check for that amount is due to the District upon signing of this agreement. This amount will be deposited with Bureau of Reclamation; any excess will be refunded to the County of Colusa, and any such additional costs shall be the obligation of the County of Colusa.

5. Costs of Municipal and Industrial (M&I) water are greater than for irrigation water. It will be assumed that all water transferred under this agreement is for

Attachment: New Transfer Agreement Signed by SCWD [Revision 1] (10501 : CSA 1 Water Transfer Agreementt)

domestic use (M&I) unless otherwise stated in the order, paid for, and measured accordingly. Costs charged by the Bureau of Reclamation are available from the Bureau of Reclamation in Willows. The County of Colusa agrees to pay these rates as charged to the District by the Bureau of Reclamation plus an administrative fee for the District of $65.00 per acre foot of water ordered (or used if ordered amount is exceeded). Costs will be adjusted on an annual basis, but the administrative fee shall remain constant.

6. All water diverted under this agreement shall be metered and diversion records will be kept and made available to the Water Master.

7. Since the Officers and Directors of the District are volunteers working without compensation, and since the District has little or nothing to gain except the goodwill of the Community, its Directors, Officers and the District itself will be unable to defend either themselves or the District against any legal challenge to this specific agreement or behavior associated with it. Should any such challenge arise, the District would expect the costs to establish or retain this agreement as valid to be borne by the County of Colusa and the County of Colusa agrees to consider any such costs should they arise. These costs could include those necessary to establish compliance with NEPA, ESA, FWCA, CEQA, CESA or similar environmental laws, or costs associated with an attempt to pacify downstream holders of prior water rights.

8. No transfer of water under this agreement shall confer any appropriative, public trust or other right on any person on entity.

9. It is agreed and acknowledged by the parties that this agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of the agreement. Consequently, the normal rule of interpretation that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this agreement.

10. The County of Colusa agrees to hold the District its Officers and Directors harmless with regard to unintentional oversight in the execution of this agreement.

11. If any provision herein is found to be contrary to any federal State or Local law, the remaining provisions shall remain in force.

12. This transfer requires the approval of the Bureau of Reclamation and will become valid only upon such approval.

13. This agreement may from time to time be in conflict with prior downstream rights, including those defined in the Angle Decree, Equity No. 30. The County of Colusa shall allow access to its diversion facilities by the Water Master appointed by the United States District Court for the Eastern District of California to determine compliance with the terms of this agreement. In diverting water, the diverter shall comply with orders of the Water Master.

Attachment: New Transfer Agreement Signed by SCWD [Revision 1] (10501 : CSA 1 Water Transfer Agreementt)

14. Both parties hereto agree that this temporary transfer is in the best interest of both parties and their users until such time as the Bureau of Reclamation can write an exchange contract directly with the County of Colusa for the CSA #1. At the end of this 20-year period both parties agree that if the County of Colusa has not been able to contract directly with Bureau of Reclamation that they may re-negotiate for continuation of this transfer subject to water needs and availability.

IN WITNESS WHEREOF the parties hereto execute this agreement on the date first mentioned.

For: STONY CREEK WATER DISTRICT
P.O.BOX 52, STONYFORD, CA 95979

Maudrie M. Smith
Maudrie Smith, President

4-22-2025
Date

For: COLUSA COUNTY BOARD OF SUPERVISORS
546 Jay Street, Colusa, CA 95932

Daurice Kalfsbeek Smith, Chair

Date

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia Rodriguez, Clerk

Attachment: New Transfer Agreement Signed by SCWD [Revision 1] (10501 : CSA 1 Water Transfer Agreementt)

AGREEMENT FOR THE TEMPORARY TRANSFER OF WATER BETWEEN STONYCREEK WATER DISTRICT AND COLUSA COUNTY FOR SERVICE AREA #1 (CENTURY RANCH)

This agreement, made this 9th day of August, 2005 between Stony Creek Water District (herein referred to as "the District") and the County of Colusa, for the purpose of obtaining and providing a temporary supply of water for the Community Service Area #1 (Century Ranch) water system (herein referred to as "CSA #1") for a period of 20-years.

Recitations:

1. The District has a contract with the Bureau of Reclamation (Contract No. 2-07-20-W0261) whereby the District removes water from Stony Creek upstream from Black Butte Reservoir in exchange for water in Black Butte Reservoir. The times of removal of such water under that contract are between March 1 and November 30 of each calendar year.

2. Although the quantity of the water supplied to the District under the aforementioned contract are inadequate for the eventual needs of the District, there is a small amount of water available under the District's contract with the Bureau of Reclamation which can be made available hereinunder to the diversion facility on a temporary basis. The District is not a public utility, and its ability to provide water is limited by many natural and political forces and it does not have the ability to physically deliver water under this agreement. The CSA #1 will be restricted under this agreement only to water that is available from natural stream flow adjacent to the CSA #1.

3. The CSA #1 has three other sources of water and therefore is not, and will not be, wholly dependent on this agreement for a critical supply. The other sources of water supply for the CSA #1 are:

   A. Three groundwater wells (Well #3, 6 and 7) which currently supply 100% of the water for the CSA #1.

4. The CSA #1 wells (item A, above) are proving to be inadequate to provide M&I water during the eight months between April 1 and November 30 of each calendar year.

5. In order to avoid the problem of routinely using Angle Decree Water for other than the adjudicated purpose the County of Colusa desires to purchase water from the District as provided herein, subject to all the natural and political conditions which may prevent performance on the part of the District, and the District is willing to sell and "transfer" water subject thereto.

Attachment: Prior Water Transfer Agreement C05-191 - Copy (10501 : CSA 1 Water Transfer Agreementt)

6. The waters of Stony Creek have been adjudicated by the Federal Court in Sacramento and the document describing that adjudication is commonly known as "The Angle Decree". The court has appointed a Water Master for Stony Creek and Tributaries (currently Mr. George Wilson, who maintains an office in Orland in the Building, occupied by the Orland Unit Water Users Association). Thus, as a Marshal of the Federal Court, it is the job of the Water Master to enforce "The Angle Decree" in a fair and just manner. The Water Master has been involved in the negotiations leading to this agreement, and has authored portions hereof, and of course, will be involved in monitoring its implementation.

7. All parties involved are aware that in the event of a severe drought a water shortage may occur which could require a reduction in diversions to the Facility. All diversions on Stony Creek are subject to prior water rights. The Water Master will determine if diversions need to be curtailed in order to avoid infringing on downstream Angle Decree water rights.

8. It is the parties' understanding that Sec. 3405(a)(1)(M) of the CVP Improvement Act (Title 34 of P.L 102-575) authorizes the transfer of water from the 2920 acre-foot supply of Stony Creek Water District.

Now therefore it is agreed as follows:

1. All the above statements, including the title, are incorporated by reference.

2. The District will transfer to the CSA #1 not more than 91.025 acre-feet of water between March 1 and November 30 of each calendar year. Said water is to be removed from Little Stony Creek at a maximum rate of 75 gallons per minute so as not to disrupt downstream flows in any significant way. This rate is equivalent to 0.168 cfs and over a 24 hour period yields 0.331 acre-feet or 108,000 gallons.

3. Since the District must order and pay for water at least two months in advance. An order and appropriate check must be received from the County of Colusa by the District (currently Mrs. Jessie Westcamp, Secretary, 940 County Road 303, Elk Creek, CA 95939, phone number 963-3085) sixty (60) days prior to delivery. The County of Colusa agrees to discuss this schedule with her and agrees to purchase a minimum of two (2) acre-feet per month between March 1 and November 30 of each calendar year.

4. Fees for review of this transfer agreement by the Bureau of Reclamation have been estimated not to exceed $500.00 and a check for that amount is due to the District upon signing of this agreement. This amount will be deposited with Bureau of Reclamation; any excess will be refunded to the County of Colusa, and any such additional costs shall be the obligation of the County of Colusa.

5. Costs of Municipal and Industrial (M&I) water are greater than for irrigation water. It will be assumed that all water transferred under this agreement is for

Attachment: Prior Water Transfer Agreement C05-191 - Copy (10501 : CSA 1 Water Transfer Agreementt)

domestic use (M&I) unless otherwise stated in the order, paid for, and measured accordingly. Costs charged by the Bureau of Reclamation are available from the Bureau of Reclamation in Willows. The County of Colusa agrees to pay these rates as charged to the District by the Bureau of Reclamation plus an administrative fee for the District of $40.00 per acre foot of water ordered (or used if ordered amount is exceeded). Costs will be adjusted on an annual basis, but the administrative fee shall remain constant.

6. All water diverted under this agreement shall be metered and diversion records will be kept and made available to the Water Master.

7. Since the Officers and Directors of the District are volunteers working without compensation, and since the District has little or nothing to gain except the goodwill of the Community, its Directors, Officers and the District itself will be unable to defend either themselves or the District against any legal challenge to this specific agreement or behavior associated with it. Should any such challenge arise, the District would expect the costs to establish or retain this agreement as valid to be borne by the County of Colusa and the County of Colusa agrees to consider any such costs should they arise. These costs could include those necessary to establish compliance with NEPA, ESA, FWCA, CEQA, CESA or similar environmental laws, or costs associated with an attempt to pacify downstream holders of prior water rights.

8. No transfer of water under this agreement shall confer any appropriative, public trust or other right on any person on entity.

9. It is agreed and acknowledged by the parties that this agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of the agreement. Consequently, the normal rule of interpretation that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this agreement.

10. The County of Colusa agrees to hold the District its Officers and Directors harmless with regard to unintentional oversight in the execution of this agreement.

11. If any provision herein is found to be contrary to any federal State or Local law, the remaining provisions shall remain in force.

12. This transfer requires the approval of the Bureau of Reclamation and will become valid only upon such approval.

13. This agreement may from time to time be in conflict with prior downstream rights, including those defined in the Angle Decree, Equity No. 30. The County of Colusa shall allow access to its diversion facilities by the Water Master appointed by the United States District Court for the Eastern District of California

Attachment: Prior Water Transfer Agreement C05-191 - Copy (10501 : CSA 1 Water Transfer Agreementt)

to determine compliance with the terms of this agreement. In diverting water, the diverter shall comply with orders of the Water Master.

14. Both parties hereto agree that this temporary transfer is in the best interest of both parties and their users until such time as the Bureau of Reclamation can write an exchange contract directly with the County of Colusa for the CSA #1. At the end of this 20-year period both parties agree that if the County of Colusa has not been able to contract directly with Bureau of Reclamation that they may re-negotiate for continuation of this transfer subject to water needs and availability.

IN WITNESS WHEREOF the parties hereto execute this agreement on the date first mentioned.

For: STONYCREEK WATER DISTRICT
940 County Road 303, Elk Creek, CA 95939

David H. Wood

David H. Wood, President

For: COLUSA COUNTY BOARD OF SUPERVISORS
546 Jay Street, Colusa, CA 95932

David G. Womble

David Womble, Chairman

Attachment: Prior Water Transfer Agreement C05-191 - Copy (10501 : CSA 1 Water Transfer Agreementt)

COUNTY OF COLUSA, CA 2.4

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

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

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

Detailed Description/Background of request

The Colusa County Sheriff's Office is requesting to refinish approximately 550 sq. ft. of flooring in the Sheriff's Jail kitchen and storage area with an epoxy floor product. The project is located within the Sheriff's Office at 929 Bridge Street, Colusa. This project is needed to address wear and tear on the existing floor.

Purchasing and Procurement requests that the Board adopt specifications and working details of this RFB for epoxy flooring in the Jail kitchen and storage room and authorize publication of the same.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted in the building fund, 009-48030-480

Action for the Clerk

Please publish the NTB in the Pioneer Review.

ATTACHMENTS:

- NTB_Jail Kitchen Flooring (DOCX)
- RFB_Jail Kitchen Flooring (DOC)
- PW Contract_Jail Kitchen Flooring (DOCX)

PLEASE PUBLISH: May 30, 2025 and June 6, 2025
POSTED AT HISTORICAL COURTHOUSE:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) for the materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy floor product, as more specifically detailed in the Project Specifications of this RFB. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 4:30 p.m. on June 24, 2025. There is a **mandatory** walk-thru scheduled at the site on June 16, 2025 at 8:30 a.m. sharp. All bidders to meet at the front office in the Sheriff's Department.

The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

The County of Colusa reserves the right to reject any bids.

Date:

_____
Patricia Rodriguez, Deputy

Attachment: NTB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS

Sheriff Jail Kitchen Flooring

Mandatory Walk-Thru: June 16, 2025 at 8:30am
Bidders to meet at the front office in the Sheriff's Department

Due Date: June 24, 2025 at 4:30pm

_____
Daurice Smith, Chair

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

REQUEST FOR BIDS

DESCRIPTION OF PROJECT

The County of Colusa ("County") is requesting bids from licensed contractors for the materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy floor product as more specifically detailed in the Project Specifications of this RFB. The Sheriff's Jail is located at 929 Bridge Street, Colusa, Ca. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

2. Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: Contractor to provide materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy floor, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

6. Time of Completion: The work is to be completed by November 14, 2025. Once work has commenced, it must be completed within seven days.

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

7. Time and Place of Submission of Bids:

A. Time: Three (3) bids shall be submitted on or before **June 24, 2025** no later than 4:30pm at which time they will be opened and read aloud by the County.

B. Place: All Bids shall be delivered to:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932.

C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
"RFB-Sheriff Jail Kitchen Flooring"

D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

F. All bids (exceeding $25,000) shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

1) Cash;
2) A cashier's check made payable to the County;
3) A certified check made payable to the County; or
4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. on June 19, 2025:

d

Any addenda issued shall be included in the bid proposal.

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. The County reserves the right to reject any and all bids.

P. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

Q. Any Change Orders or issues that may arise must be discussed with the Maintenance Lead for prior approval of the best course of action.

8. Guarantees: The successful vendor shall guarantee all services provided and shall require each Subcontractor to guarantee their own work, against defective material or faulty workmanship for a minimum of one year after the date of Notice of Completion is issued. In addition, all standard manufacturer warranties shall be passed to the County which may extend the warranty period beyond one year. Refer to paragraph 10 in the attached contract.

9. Liquidated Damages: Should the work not be complete, as acknowledged with an executed Notice of Completion, damages will be sustained by the County. It may be impracticable or extremely difficult to determine the actual amount of damages the County will sustain in the event of and by reason of such delay in completing the work; and it is therefore agreed that the Contractor will pay the County $250 per day for the County's liquidated damages. Refer to paragraph 11 in the attached contract.

10. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

11. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

12. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

13. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusaca.gov

14. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3)

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

15. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

16. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

17. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

18. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

19. Bid Sheet is attached, marked "Bid Worksheet".

20. Point of Sale is Colusa, CA.

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

PROJECT SPECIFICATIONS
Jail Kitchen Flooring
929 Bridge Street, Colusa, Ca, 95932

The Contractor is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

Contractor is to provide all materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy floor product, Extreme Polishing Systems (rock-hard USA epoxy resin), or equivalent, to include, primer, base coat, color chips/topcoat, and anti-slip additives. Color will be determined after award.

Contractor will be responsible for:

- Remove any existing floor coverings, adhesives, or underlayment to ensure the new flooring adheres to the substrate per manufacturer's specifications.
- Perform moisture test to ensure proper products are used.
- Sand, patch, seal, and prime the surface for proper adhesion.
- Level the surface if necessary, using the proper leveling material per Manufacturer's specifications.
- New epoxy floor cove base up walls to 4".
- Use a product that has the lowest VOC as possible. This project is located inside of a working jail.
- Use the manufacturer's recommendations for the type of epoxy and their installation process.
- Provide all necessary materials and equipment, including mixing tools, application equipment, and safety gear.
- Clean the work area and remove any trash or debris daily.

Other considerations:

- This is an operational Jail. All doors to remain shut at all times.
- Contractor will be responsible for daily tool count/inventory. Nothing shall be left behind (i.e. razors, screws, etc.).
- A photo copy of Driver's licenses will be required for all who will be entering the facility.
- Color chips and base coat color to be determined after contract is awarded with samples supplied by contractor.

County will be responsible for:

- Moving all appliances out of the area and re-installing. Sinks will remain in place.
- Coordinate with the food provider to accommodate for the kitchen.
- Providing safe access to the work site.

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

BID WORKSHEET
Sheriff Jail Kitchen Flooring

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

EMAIL_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Materials	$
2	Labor	$
3	Other (please explain)	$
		$
	CA SALES TAX 8.75% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	LABOR	$
	GRAND TOTAL	$

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES _____ NO

VENDOR

_____ _____

Signature Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this _____day of_____, 2025.

Attachment: RFB_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

C24-_____

Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

Sheriff Jail Kitchen Flooring

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services for epoxy flooring in the Jail kitchen and storage room located at 949 Bridge St., Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than November 14, 2025. Once work has commenced, it must be completed within seven days.

3. **Compensation:** County will pay Contractor compensation not to exceed _____, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

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Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as

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Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

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

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

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

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

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

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

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

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

10. Guarantees:

A. The Contractor shall guarantee all services provided in fulfillment of paragraph 1 above, and shall require each Subcontractor to guarantee their own work, against defective material or faulty workmanship for a minimum of one year after the date of Notice of Completion is issued. In addition, all standard manufacturer warranties shall be passed to the County which may extend the warranty period beyond one year.

B. The County retains all rights and remedies provided by law including those pertaining to latent defects.

C. If repairs are required in connection with guaranteed work, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

1) Place in satisfactory condition in every detail all of such guaranteed work.

2) Make good all damage to the building, site, equipment, furniture, or

Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

contents which, in the opinion of the County, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed work.

D. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein they shall restore such disturbed work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.

E. A new full-term guarantee period shall apply to repaired work upon completion of repairs.

F. If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from County, the County may remedy the Contractor's failure by whatever means the County deems expedient. The County may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by County pursuant to this Section shall be paid by Contractor.

11. Liquidated Damages:

A. The parties agree that should the work not be complete, as acknowledged with an executed Notice of Completion within the Term as specified in paragraph 2 above, damages will be sustained by the County. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the County will sustain in the event of and by reason of such delay in completing the work; and it is therefore agreed that the Contractor will pay the County $250 per day for the County's liquidated damages. In the event the Contractor fails to make such payment, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due not be sufficient to cover the amount owed, the County shall have the right to recover the balance from the Contractor, from other contracts between Contractor and County, or from the Contractor's sureties or any other means as allowed by law.

12. 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.

13. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

14. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification

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Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

15. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

16. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

17. **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.

18. **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.

19. **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

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Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

section.

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

If to Contractor:

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

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Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

C24-_____

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

A. Attachment "A" Project Specifications
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date_____
Signature

_____
Printed Name and Title

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

By
_____
Ann Nordyke, Deputy

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Attachment A

Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

C24-_____

Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

PROJECT SPECIFICATIONS
Jail Kitchen Flooring
929 Bridge Street, Colusa, Ca, 95932

The Contractor is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

Contractor is to provide all materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy floor product, Extreme Polishing Systems (rock-hard USA epoxy resin), or equivalent, to include, primer, base coat, color chips/topcoat, and anti-slip additives. Color will be determined after award.

Contractor will be responsible for:

- Remove any existing floor coverings, adhesives, or underlayment to ensure the new flooring adheres to the substrate per manufacturer's specifications.
- Perform moisture test to ensure proper products are used.
- Sand, patch, seal, and prime the surface for proper adhesion.
- Level the surface if necessary, using the proper leveling material per Manufacturer's specifications.
- New epoxy floor cove base up walls to 4".
- Use a product that has the lowest VOC as possible. This project is located inside of a working jail.
- Use the manufacturer's recommendations for the type of epoxy and their installation process.
- Provide all necessary materials and equipment, including mixing tools, application equipment, and safety gear.
- Clean the work area and remove any trash or debris daily.

Other considerations:

- This is an operational Jail. All doors to remain shut at all times.
- Contractor will be responsible for daily tool count/inventory. Nothing shall be left behind (i.e. razors, screws, etc.) as they can be easily concealed by the inmates with the possibility of them made into weapons.
- A photo copy of Driver's licenses will be required for all who will be entering the facility.
- Color chips and base coat color to be determined after contract is awarded with samples supplied by contractor.

County will be responsible for:

- Moving all appliances out of the area and re-installing. Sinks will remain in place.

- Coordinate with the food provider to accommodate for the kitchen.
- Providing safe access to the work site.

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Attachment: PW Contract_Jail Kitchen Flooring [Revision 1] (10433 : Approve specifications and working details for RFB - Sheriff's Jail Kitchen

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 3rd Modification with CliftonLarsonAllen, LLC for professional auditing services effective May 20, 2025.

Approve 3rd Modification with **CliftonLarsonAllen, LLC** for professional auditing services effective May 20, 2025.

Detailed Description/Background of request

The Auditor-Controller is requesting to extend the term of the contract with CliftonLarsonAllen, LLP for Professional Auditing Services. The requested extension is for an additional three years through March 31, 2030. Additionally, the rates for 2027, 2028 and 2029 have been added as shown on a new Attachment C.1.

California Government Code requires the Board of Supervisors to employ an Independent Certified Public Accountant to examine the books, records and reports of the County.

Given that we have utilized CLA since FY 2018, it is warranted that this service be put out to RFB prior to the expiration of the extension requested herein.

Prior Board Action

C18-013, C20-126 and C21-179

Fiscal Impact/Funding Source

Total cost over the extended term of the agreement is $302,900. The fiscal impact is shared between the Board of Supervisors, Auditor-Controller, Migrant Farm Housing, Transit Agency, Transportation Commission, DHHS, and Treasurer-Tax Collector.

Action for the Clerk

Number contract, obtain signatures and forward to:

CliftonLarsonAllen LLP
Attn: Brianne Wiese
301 North Lake Avenue, Suite 900
Pasadena, CA 91101

ATTACHMENTS:

- 3rd Mod_CliftonLarsonAllen, LLC (DOCX)

- Attachment C.1_CliftonLarsonAllen, LLP (PDF)
- C21-179_2nd Mod_CliftonLarsonAllen, LLP (PDF)
- C20-126_1st Mod_CliftonLarsonAllen, LLC (PDF)
- C18-013 CliftonLarsonAllen, LLC (PDF)

Third Modification Professional Auditing Services

This Third Modification of Contract C18-013 between Colusa County (County), a political subdivision of the State of California, and CliftonLarsonAllen, LLP (Contractor), a limited liability partnership.

Background

On February 6, 2018, the parties executed Contract C18-013 for professional auditing services ("Contract").

On June 30, 2020, the parties executed the First Modification to the Contract (C20-126) extending the term and updating the fees by replacing Attachment "C" with a new Attachment "C".

On September 29, 2021, the parties executed the Second Modification to the Contract (C21-179) increasing compensation and adding Food and Nutrition Service (FNS) Validation Review to years 2021, 2023 and 2025.

The parties now want to modify the Contract to extend the term and adjust compensation.

Modification

The parties agree to modify the Contract effective May 20, 2025 as follows:

1. Section 2, Term is modified by extending the termination date to March 31, 2030.
2. Section 3, Compensation is modified by increasing the not to exceed amount to $450,280.
3. Section 21, Attachments is modified by adding Attachment C.1 – FY 27/28/29 Rate Letter.

COUNTY OF COLUSA

_____Date:_____
Daurice Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CLIFTONLARSONALLEN, LLP

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 3rd Mod_CliftonLarsonAllen, LLC [Revision 2] (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

CliftonLarsonAllen LLP
301 North Lake Avenue, Suite 900
Pasadena, CA 91101

phone 626-793-3600 **fax** 626-793-3631
claconnect.com

April 7, 2025

Robert Zunino
County of Colusa
546 Jay Street, Suite 202
Colusa, CA 95932

Dear Robert:

Thank you for the opportunity to extend our current contract and provide audit services for the years ended June 30, 2027, 2028, and 2029. We have included our proposed fee for the noted years below. We greatly value the relationship we have built over the years and are committed to continuing to deliver the highest quality of service. Your trust and confidence in our abilities are truly appreciated, and we look forward to working closely with you in the years ahead.

	JUNE 30, 2027	JUNE 30, 2028	JUNE 30, 2029	TOTAL
ACFR AUDIT	$ 67,700	$ 69,700	$ 71,800	**$ 209,200**
SINGLE AUDIT *	13,800	14,200	14,600	**42,600**
TREASURY OVERSIGHT COMMITTEE	2,200	2,300	2,400	**6,900**
TRANSIT AUDIT	11,100	11,400	11,700	**34,200**
PERFORMANCE AUDIT			6,500	**6,500**
FNS-209 AUDIT	1,500		2,000	**3,500**
TOTAL	**$ 96,300**	**$ 97,600**	**$109,000**	**$ 302,900**

*- Fee for two major programs. Each additional program will be billed at $5,000

Attachment: Attachment C.1_CliftonLarsonAllen, LLP (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

Thank you once again for this opportunity. We are excited about the future and are dedicated to supporting your needs and contributing to your success. Please do not hesitate to reach out to us with additional questions.

Sincerely,

CliftonLarsonAllen LLP



Brianne Wiese
Principal
(310) 592-3940
brianne.wiese@claconnect.com

Attachment: Attachment C.1_CliftonLarsonAllen, LLP (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

C21- 179

Second Modification of C21-031

This Second Modification of Contract C18-013 between Colusa County (County), a political subdivision of the State of California, and CliftonLarsonAllen, LLP (Contractor), a limited liability partnership.

Background

On February 6, 2018, the parties executed Contract C18-013 for professional auditing services ("Contract").

On June 30, 2020, the parties executed the First Modification to the Contract (C20-126) extending the term and updated the fees by replacing Attachment "C" with a new Attachment "C".

The parties now want to modify the Contract by increasing the Compensation and adding Food and Nutrition Service (FNS) Validation Review to years 2021, 2023, and 2025.

Modification

The parties agree to modify the Contract effective September 28, 2021, as follows:

1. Section 1, Services to be Performed, is modified by adding Attachment D, attached hereto.
2. Section 3, Compensation, is modified by increasing Compensation in an amount not to exceed $420,470.
3. Attachment "C" is modified to add FNS 209 Validation Review at a cost of $1,000 per year, in years 2021, 2023 and 2025.

COUNTY OF COLUSA

Date: 9/28/21

Gary J. Evans, Chairman

CLIFTONLARSONALLEN, LLP

Richard Gonzalez, CPA, Principal

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

Melissa Kitts, Deputy

Attachment: C21-179_2nd Mod_CliftonLarsonAllen, LLP (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

ATTACHMENT "D"

CliftonLarsonAllen LLP
915 Highland Pointe Drive, Suite 300
Roseville, CA 95678

phone 916-784-7800 fax 916-784-7850
CLAconnect.com

Mr. Robert Zunino
Auditor-Controller
County of Colusa
546 Jay Street, Suite #202
Colusa, CA 95932

Dear Mr. Zunino:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the agreed-upon procedures engagement CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for County of Colusa ("you," "your," or "the entity") for the quarter ended March 31, 2021.

Rich Gonzalez is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which County of Colusa has specified and agreed to, listed in the attached schedule, to assist the County in validating its FNS-209 report for the quarter ended March 31, 2021. The County of Colusa is responsible for compliance with various code sections related to its FNS-209 report for the quarter ended March 31, 2021.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. County of Colusa agrees to and acknowledges the procedures performed or to be performed are appropriate for the intended purpose of assisting the County with validating its FNS-209 report. The intended users of the agreed-upon procedures report are the Board of Supervisors and management of County of Colusa, the California Department of Social Services, and any other program oversight agency for the Food Stamp program. Intended users in addition to County of Colusa may be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose. Consequently, we make no representation regarding the appropriateness of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. The intended users assume the risk that such procedures might be inappropriate for the intended purpose and the risk that they might misunderstand or otherwise inappropriately use findings properly reported by CLA.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards.Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the County's compliance with various Government Code sections related to its FNS-209 report for the quarter ended March 31, 2021. Also, we will not express an opinion or conclusion on the effectiveness of County of Colusa's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

At the conclusion of the engagement, you agree to provide a written representation letter that includes your agreement and acknowledgement that the procedures performed are appropriate for the intended purpose of

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ATTACHMENT "D"

the engagement and, if applicable, that you have obtained from necessary other parties their agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of the Board of Supervisors and management of the County of Colusa, the California Department of Social Services, and any other program oversight agency for the Food Stamp Program, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the County's compliance with various Government Code sections related to its FNS-209 report for the quarter ended March 31, 2021 that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the County's compliance with various Government Code sections related to its FNS-209 report for the quarter ended March 31, 2021, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the County's compliance with various Government Code sections related to its FNS-209 report for the quarter ended March 31, 2021 and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to March 31, 2021 that may affect the County's FNS-209 report for the quarter ended March 31, 2021.

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We plan to begin our procedures on approximately August 31, 2021 and, unless unforeseeable problems are encountered, the engagement should be completed by September 17, 2021.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

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The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to California State Controller's Office for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you or our reports. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

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You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this engagement agreement, but any recovery on any such claim shall not exceed the portion of the total fees actually paid by you to CLA that corresponds to the particular service(s) that give(s) rise to the claim (i.e., the specific service(s) that a CLA party performed in such a manner as to cause CLA to be liable to you).

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final report under this agreement to you, regardless of whether we provide other services for you relating to the report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these additional services for the FNS 209 validation will not exceed $1,000.

This estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimate. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

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ATTACHMENT "D"

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the copy to us.

Sincerely,

CliftonLarsonAllen LLP

Rich Gonzalez

Rich Gonzalez, CPA
Principal
916-677-5760
Rich.Gonzalez@CLAconnect.com

Response:

This letter correctly sets forth the understanding of County of Colusa.

Authorized Signature: _____

Title: AUDITOR-CONTROLLER

Date: 9/28/21

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ATTACHMENT "D"

Agreed Upon Procedures – FNS-209 Report

1) Obtain the system generated reports and client documentation of the results of comparisons as described in the State of California Health and Human Services Agency Department of Social Services August 1, 2019 All County Letter (ACL) No. 19-65E described as Accountability Test 1(FNS-209 Information).

   Client procedures to generate reports and documentation of the results of comparisons are as follows:

   Run system-generated case level reports supporting the data on lines 3b through 20b of the FNS-209 for the quarter ending March of the respective year. Ideally, these would be system-generated individual monthly reports (January, February, and March of the respective year, with combined totals) that show establishment and collection data by type of claim at the individual case level. The data should be broken down by type of claim: Intentional Program Violation (IPV), Inadvertent Household Error (IHE), and Agency Administrative Error (AE), by client (case number and last name) and by dollar amount, with summary totals for each line item (lines 3b through 20b) for the quarter ending March of the respective year.

   For each line, compare the system-generated report totals to the amounts reported on each line of the March quarter FNS-209 report of the respective year. The comparison should demonstrate a direct data relationship between actual CalFresh case records (the system-generated report) and the data reported on the FNS-209. If the number of claims and dollar amounts agree, the data reported on the FNS-209 can be traced to individual cases. If there are differences between the data from the system-generated report and the data reported on the March quarter FNS-209 report of the respective year, the discrepancies should be researched and corrected/adjusted.

   Provide an Excel spreadsheet (or similar documentation) showing the comparison of each line item (lines 3b through 20b). Provide a narrative describing the results of the comparison and any corrective action.

2) Trace the system-generated report totals and the amounts reported on each line of the March quarter FNS-209 report for 2021 to the Excel spreadsheet (or similar documentation) showing the results of the comparison of each line item (lines 3b through 20b) as indicated in procedure 1 above.

3) For any comparisons that resulted in corrective action, obtain the corrected system-generated report and/or the corrected FNS-209 report and compare that the number of claims and dollar amounts agree after the corrective action as indicated in procedure 1 above.

4) Obtain the system generated reports and client documentation of the results of comparisons as described in the State of California Health and Human Services Agency Department of Social Services August 1, 2019 All County Letter (ACL) No. 19-65E described as Accountability Test 2(FNS-209 Balances).

   Client procedures to generate reports and documentation of the results of comparisons are as follows:

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ATTACHMENT "D"

Run a system-generated case level report that will support either the beginning balance (line 3a) or ending balance (line 13) of the March quarter FNS-209 report of the respective year. If necessary, the report may be a combination of system-generated and manual reports. The report would be a complete history of all claims in your system (simply verifying that the current month's FNS-209 beginning balance matches the ending balance reported on the previous month's FNS-209 is not sufficient). The data should be broken down by type of claim (IPV, IHE, and AE), by client (case number and last name) and by dollar amount.

Compare the totals from the system-generated history report as of March of the respective year to the corresponding beginning/ending balance reported on the March quarter FNS-209 report of the respective year. The comparison should demonstrate a direct data relationship between actual CalFresh case records (the system-generated history report) and the data reported on the FNS-209. If the number of claims and dollar amounts agree, the data reported on the FNS-209 can be traced to individual cases. If the comparison shows any differences, (ex: case numbers or amounts from the history report that are not reflected on the March of the respective year FNS-209), the discrepancies should be researched and corrected/adjusted.

Provide the summary page from your case level history report that shows the total number and total dollar amount of claims by type of claim (IPV, IHE, and AE). Also provide the below tables showing the comparison of the history report and the FNS-209 (number of claims and dollar amount of claims). Include a narrative describing the results and if corrective action is required.

Claims #	IPV (#)	IHE (#)	AE (#)	Total (#)
History report:				
March (Year) FNS-209:				
Difference:				

Claims amounts $	IPV ($)	IHE ($)	AE ($)	Total ($)
History report:				
March (Year) FNS-209:				
Difference:				

5) Trace the system-generated report totals and either the beginning balances (line 3a) or ending balance (line 13) reported on the March quarter FNS-209 report for 2021 to the summary page and tables as indicated in procedure 4 above.

6) For any comparisons that resulted in corrective action in procedure 4 above, obtain the corrected system-generated report and/or the corrected FNS-209 report and compare that the amounts agree after the corrective action.

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C20-126

First Modification of Contract C18-013 for Professional Auditing Services

This First Modification of Contract C18-013 for Professional Auditing Services is between County of Colusa (County), a political subdivision of the State of California, and CliftonLarsonAllen, LLP (Contractor), a limited liability partnership.

Background

On February 6, 2018, the parties executed contract C18-013 for professional auditing services ("Contract").

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

Modification

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

1. Section 2, Term, of the Contract is modified to extend the contract through March 31, 2027.

2. Section 3, Compensation, of the Contract is modified to update the fees for the next six fiscal year end audits by replacing Attachment "C".

COUNTY OF COLUSA

Date: 6/30/20

Denise J. Carter, Board Chair

CLIFTONLARSONALLEN, LLP

Date: 7/31/20

Richard Gonzalez, CPA, Principal

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy

Attachment: C20-126_1st Mod_CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

Total All-inclusive Maximum Price

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added strategies. We propose to provide routine, proactive quarterly meetings — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up, and take full advantage of every opportunity that presents itself.

Below are the total all-inclusive maximum fees for each project by fiscal year.

Project	2021	2022	2023	2024	2025	2026
County Audit and report compilation	$45,720	$46,860	$48,030	$49,230	$50,460	$51,720
Single Audit	11,380	11,660	11,950	12,250	12,560	12,870
Treasury Compliance Audit	2,000	2,000	2,000	2,000	2,000	2,000
Transportation financial audit	4,820	4,940	5,060	5,190	5,320	5,450
Transportation performance audit			5,000			5,000
Total	**$63,920**	**$65,460**	**$72,040**	**$68,670**	**70,340**	**$77,040**

Attachment: C20-126_1st Mod_CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

C 18-013

Professional Auditing Services Contract

This Professional Auditing Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and CliftonLarsonAllen ("Contractor"), a 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 professional auditing services, as more specifically detailed in Attachments "A and B".

2. **Term:** This Contract shall begin on February 6, 2018, and shall continue until March 31, 2021. For each fiscal year, all such work shall be completed no later than March 31st, following the end of the fiscal year.

3. **Compensation:** County will pay Contractor compensation not to exceed $187,100 as detailed on Attachment "C". Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** The Contractor may submit itemized bills to the County for their services as the work progresses, based on the following schedule: 30% on Completion of Interim work; 45% on submission of the Audit Report; 25% on Acceptance by the Board of Supervisors. The Contractor shall submit their bill with a breakdown of costs between the audits as detailed on Attachment "C". 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 (see above).
      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.

   A late penalty fee may be deducted from the total contract amount if the final audit is not completed by the Audit Due Date. The late penalty fee will be 5% per month of the total contract amount, for each month, or portion of a month, after the Due Date. At the sole discretion and approval of the County Auditor-Controller, the late penalty fee may be waived, or the deadline may be extended. Prior to the Audit Due Date, the Contractor and the County Auditor-Controller shall discuss the status of the audit and any extenuating circumstances that potentially may cause the audit to be late. At this time, a written justification from the Contractor may be requested by the County Auditor-Controller.

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

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in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated in Section 13 (Written Notifications) of this Contract.

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

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that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 Auditor-Controller
Attention: Peggy Scroggins
546 Jay Street, Suite #202
Colusa, CA 95932
Direct: 530-458-0407
Fax: 530-458-0402

If to Contractor:
CliftonLarsonAllen LLP
925 Highland Pointe Park, Suite 450
Roseville, CA 95678
Attention: Richard Gonzalez, CPA, Principal

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of

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c18-013

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

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

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

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

20. **Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force 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" - Colusa County RFP - Professional Auditing Services
    B. Attachment "B" - CliftonLarsonAllen - Proposal
    C. Attachment "C" – CliftonLarsonAllen - Proposal Cost Form

COUNTY OF COLUSA

Date: 2/6/18

Gary J. Evans, Board Chair

RICHARD GONZALEZ, CPA, PRINCIPAL

Date: 2/14/18

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By

Patricia Rodriguez, Deputy Clerk

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ATTACHMENT A

COUNTY OF COLUSA
Auditor-Controller

REQUEST FOR PROPOSALS

For

Professional Auditing Services

DUE DATE: January 2, 2018 at 2:30 p.m.

Attachment: C18-013 CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

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ATTACHMENT A

AUDIT SPECIFICATIONS

SECTION I - INTRODUCTION AND GENERAL INFORMATION

A. Introduction

The California Government Code requires the Board of Supervisors to employ an Independent Certified Public Accountant to examine the books, records and reports of the County. California Government Code Section 25250 requires the Board of Supervisors to examine and audit the accounts of all officers having the care, management, collection, or disbursement of money belonging to the County or money received or disbursed by them under authority of law. However, the Board's contract will also include an audit of the County's federal financial assistance programs conducted pursuant to OMB Circular No. A-133. An example of the Single Audit Report can be located under the Auditor-Controller Office on the Colusa County website at www.countyofcolusa.org.

B. County General Information

The County of Colusa is a General Law County with a workforce of approximately 380 employees. The governing body is an elected five-member Board of Supervisors. The Board is responsible for the executive and legislative functions of the County. Organizational units of the County government are under the direction of elected officials or appointed department/agency heads.

The Auditor-Controller, an elected official, is the chief financial officer of the County. Accounting and financial records are maintained and prepared by the Office of the Auditor-Controller.

In past years, independent Certified Public Accounting firms have audited the County's financial records. The auditor's opinions in prior years have been unqualified. It is our intent to maintain the County's financial statements in full compliance with Generally Accepted Accounting Principles (GAAP) in order to continue receiving unqualified opinions. The County of Colusa adheres to the accounting principles, standards, and procedures prescribed by the State Controller's Office as set forth in the manual on Accounting Standards and Procedures for Counties which in turn generally conforms to the National Council on Governmental Accounting Statement No. 1.

C. Funds Governed by the Board of Supervisors

The funds and account groups, included in the examination, are all County funds governed by the County Board of Supervisors as described below:

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General Fund
Special Revenue Funds
Debt Service Funds
Capital Projects Funds
Enterprise Funds
Internal Service Fund
Special District Funds under Board Control
Trust and Agency Funds
General Fixed Assets Account Group
General Long-Term Debt Account Group

D. Audit General Information

The County retains the right to make minor additions and/or deletions to the fund and account groups listed above. For the fiscal years ending June 30, 2018, 2019, and 2020, the work shall include the following:

1. Traditional end-of-year verifications (cash counts) and inventory inspection.

2. Audits mandated by the Transportation Development Act relating to the Local Transportation Commission, State Transit Assistance, Local Transportation – Planning, and the Regional Transit Agency.

3. Performance Audit mandated by the Transportation Development Act relating to the Local Transportation Commission and the Regional Transit Agency for the year ending June 30, 2020.

4. Audit, pursuant to Government Code Section 27134, relating to the County's Investment Policy, Investment Portfolio and Risk, and Compliance with Government Code.

Questions regarding the County's accounting system may be asked at the Public Purchase Website: https://www.publicpurchase.com/gems/colusaco,ca/buyer/public/home

E. Rights Retained by County in Relation to Audits

The County Auditor-Controller retains the right to separate the audits and contract with different CPA firms to conduct those particular audits and/or to eliminate a specific audit in its entirety.

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F. Compliance with Accounting Standards

The County's intention regarding the funds and account groups referenced in Section C above is to comply with the National Council on Governmental Accounting's Statement No. 3.

G. Other Requirements

Addendum to the Compliance Supplement may be required by the County's cognizant agency, the California State Controller's Office. Any planning efforts, including development of testing methods, should therefore be coordinated with the California State Controller's Office.

H. Ambiguity-Conflict or Other Errors in Requests for Proposal

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this Request for Proposal (RFP), the proposer shall immediately notify the County at: https://www.publicpurchase.com/gems/colusaco,ca/buyer/public/home of such error and request such modification or clarification of the document. Modifications will be made by issuing an addendum(s) and will be given by notice to all parties who have downloaded the RFP on the above website.

If proposer fails to notify the County ***prior to December 22, 2017***, of an error that reasonably should have been known, the proposal shall be submitted at the proposer's own risk. If the proposal is awarded, the contractor shall not be entitled to additional compensation or time by reason of error or its later correction. The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have downloaded the RFP on the above website.

I. Submission of Proposal

1. Proposal Preparation Cost

Costs for developing proposals are entirely the responsibility of the proposers and shall not be chargeable to the County of Colusa.

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2. Delivery of Proposals

Submission of proposals to:

County of Colusa
Office of the Clerk of the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

The proposal must be placed in a sealed envelope and plainly marked:

"REQUEST FOR PROPOSAL: PROFESSIONAL AUDITING SERVICES".

The proposal must be received in the Office of the Clerk of the Board of Supervisors by

January 2, 2018 at 2:30 p.m.

J. Disposition of Proposals

All proposals become the property of the County and will not be returned to the proposers.

K. Withdrawal of Proposal

The proposer may withdraw a proposal by submitting a written request for its withdrawal to:

Peggy Scroggins, Auditor-Controller
c/o Clerk to the Board of Supervisor's
547 Market Street, Suite 102
Colusa, CA 95932

and signed by the proposer or an authorized agent at any time prior to the proposal submission deadline. The proposer may thereafter submit a new written proposal prior to the deadline. Modifications offered in any manner, oral or written, will not be considered after the deadline.

L. Written Agreement

The successful proposer shall be required to enter into a written agreement with the County of Colusa for the services to be provided. Such agreement shall incorporate the specifications of the RFP. The successful proposer must also meet insurance requirements and maintain required coverage limits. A sample of the Colusa County Professional Services Contract, which includes insurance verbiage, can be located on Public Purchase

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Website at: https://www.publicpurchase.com/gems/colusaco,ca/buyer/public/home

M. Effect of Refusal of Board of Supervisors to Enter Into Agreement

Any agreement based upon proposals shall be subject to the review and approval of the County Board of Supervisors at an official Board meeting. In the event that the Board of Supervisors decline to enter into an agreement, then there is, in fact, no binding agreement, either written or oral, between the parties herein.

SECTION II - AUDITS FOR BOARD OF SUPERVISORS

A. Services to be Performed by Auditors

1. The Auditors will perform a financial and compliance audit to determine:

   a. Whether the combined financial statements of the County present fairly the financial position and the results of financial operations in accordance with generally accepted accounting principles.

   b. Whether the County has complied with laws and regulations that may have a material effect upon the financial statements.

   c. Whether the County is conforming to required Governmental Accounting Standards Board (GASB) statements.

2. The Auditors will examine the combined financial statements of the County as of and for the years ending June 30, 2018, 2019, and 2020.

3. The Auditors will examine the internal accounting controls and accounting procedures of the individual departments and offices of the County of Colusa and render written reports of their findings and recommendations to the Board of Supervisors.

4. The Auditors will examine and review the responses of the County to the recommendations of the prior year Auditors arising out of their examination of the internal controls and accounting procedures. The Auditors will render a written report of their findings and recommendations to the Board of Supervisors.

5. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards.

6. In addition to submitting a report on the examination of financial statements, a

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management letter shall be prepared setting forth the following:

a. Findings and recommendations for improvement resulting from the survey of internal control conducted as part of the examination.

b. Findings and recommendations for improvement in accounting systems when noted during the course of the examination.

c. Findings of noncompliance with laws, rules, and regulations coming to the attention of the firm during the course of the examination.

d. Any material items coming to the attention of the firm during the course of examination.

7. If the Auditors find indications of defalcation or other circumstances requiring an extension of procedures beyond the scope of the examination which would be sufficient under ordinary circumstances, the Auditors will provide the County with all readily ascertainable facts relative to such extraordinary circumstances. In addition, the Auditors will provide an estimate for the additional cost of investigating such extraordinary circumstances. Fees relating to such additional services are not contemplated as being within the scope of services to be performed under the paragraphs above and will be subject to approval by the Board of Supervisors.

8. The Auditors will, in conjunction with the audit of the County's financial statements, perform an audit and issue separate reports thereon of the County's federal financial assistance programs pursuant to OMB Circular A-133, "Audits of State and Local Governments", and the Single Audit Act of 1984 (Public Law 98-502).

9. The U.S. Department of Health and Human Services (DHHS) has delegated the County's cognizant agency authority to the California State Controller, who will carry out its single audit oversight responsibilities through its Division of Audits. All audit activities, including planning, testing and reporting, should be coordinated with the cognizant agency.

10. The Board of Supervisors has directed the Auditor-Controller to coordinate the County's single audit activities and act as liaison with the cognizant agency and the external auditors. Peggy Scroggins, Auditor-Controller, (530) 458-0400, will act as the County's Single Audit Coordinator.

11. The County's federal programs are administered by various departments, which maintain the accounting records of individual grants and programs. The Auditor-

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Controller's central accounting system which conforms to the uniform accounting system prescribed for counties in California does not segregate all federal assistance program expenditures from county to state funded operations.

12. Auditors may be required upon request by the County to present the final audit report to the Board of Supervisors at an official Board meeting.

B. Reports of Examinations

1. The Auditors will report to the Auditor-Controller the progress of their examinations and on their findings and recommendations. The Auditors will meet on a regular basis, as requested, with the Auditor-Controller to discuss preliminary audit findings.

2. Prior to issuing their final reports, the Auditors will meet with representatives of the County as follows:

3.

a. Reports of the County will be discussed with the County Auditor-Controller, and representatives of the cognizant agency as requested.

b. Reports of the Local Transportation Commission and Regional Transit Agency will be discussed with the Director of Public Works and the County Auditor-Controller.

c. Reports of the County's Investment Policy will be discussed with the County Treasurer and County Auditor-Controller, and the Treasury Oversight Committee if requested.

d. Specific findings and recommendations will be discussed with representatives of the affected County departments as necessary.

3. The reports will be addressed to the Board of Supervisors.

4. The Audit firm will distribute ten (10) copies of each report to the County Auditor-Controller no later than December 31, 2018, 2019, and 2020, unless otherwise arranged with the County Auditor-Controller.

5. The Audit firm will provide an electronic version of the audit report each year for the use by the Auditor-Controller to produce additional audits for distribution purposes.

6. The Audit firm will also provide an electronic version of the audit report to the State

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Controller's Office.

C. Basis for Compensation

1. The County will pay the Auditors for these services a fee, which shall be based on the Auditor's current hourly rates but not to exceed the total amount of the contract.

2. The Auditors may submit itemized bills for their services as the work progresses, based on the following schedule:

   - 30% on Completion of Interim work
   - 45% on Submission of the Audit Report
   - 25% on Acceptance by the Board of Supervisors

3. The Audit firm shall submit their bill with a breakdown of costs between the Transit, Investments, and County Auditor.

4. A late penalty fee may be deducted from the cost of the total contract amount, if the final audit is not completed by the Audit Due Date (Section II, B, 4). The late penalty fee will be 5% per month of the total contract amount, for each month, or portion of a month, after the Due Date. At the sole discretion and approval of the County Auditor-Controller, the late penalty fee may be waived, or the deadline may be extended. Prior to the Audit Due Date, the Auditors and the County Auditor-Controller shall discuss the status of the audit and any extenuating circumstances that potentially may cause the audit to be late. At this time, a written justification from the Auditors may be requested by the County Auditor-Controller.

D. Additional Provisions

1. Proposer will be required to agree that it is an Independent Contractor and that its officers and employees will not be employees of County nor will they be entitled to any employees' benefits as County employees as a result of the acceptance of a proposal.

2. The proposer will be required to indemnify the County, its officers and employees against liability for injury or damage caused by any negligent act or omission of any of proposer's employees, volunteers or agents in the performance of its contracted duties. The proposer will be required to hold the County harmless from any loss occasioned as a result of the performance of duties by proposer.

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3. No officer, member or employee of County and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in any contract entered into or the proceeds thereof. No employee of proposer or proposer's employees nor any member of an employee's family may serve on a County board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises proposer's operations, or authorizes funding to proposer.

4. Proposer may not assign or transfer any agreement entered into based upon a proposal, any interest therein or claim thereunder without the prior written approval of the County.

5. Upon execution of an agreement, the County, and the County's cognizant agency under the Single Audit Act of 1984, shall have access to proposer's work papers for purposes of review. Such records shall be complete and available for review for a period of three years from the date of completion of the audit report. The auditors shall make available to their successors their work papers generated by these audits.

6. The County may terminate any agreement at any time by giving a thirty (30) day written notice of such termination and may terminate at any time without notice upon a material breach of the terms of any agreement entered into with proposer.

7. Time is of the essence in each and all the provisions of any agreement entered into with proposer.

8. No alteration or variation of the terms of any agreement shall be valid unless made in writing and signed by the parties thereto.

9. Proposer will be required to assure that it will comply with Title VI of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any agreement.

10. At the County's option, County may extend this agreement for an additional term of no more than two (2) years by way of a written amendment to this agreement. The fee for the additional two (2) years will be negotiated at that time.

11. County shall provide revenue and expenditure reports, along with basic Trial Balances from the County's financial system. All financial statements, inclusive of Government-wide statements, generated after that will be the sole responsibility of the audit firm.

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ATTACHMENT A

PROPOSAL REQUIREMENTS AND INFORMATION

A. GENERAL REQUIREMENTS

1. The proposer will submit three (3) copies of this proposal.

B. Proposals will be accepted by the Office of the Clerk of the Board of Supervisors no later than 2:30 p.m. January 2, 2018.

C. **EVALUATION OF PROPOSALS**

The County Auditor-Controller, Assistant Auditor-Controller and CAO will evaluate the proposals. Proposers may be asked to appear for oral interviews. Evaluation considerations will include the following:

	CRITERION	POINTS
1	Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.	25
2	Costs will be evaluated as to whether the all-inclusive fee presented in the proposal covers only the services to complete the annual audit or if financial assistance, as may be required throughout the year, is also covered. Although cost is a significant factor, both cost and technical merit will be considered.	15
3	Experience and professional activities of the audit team. Number of key management and supervisory personnel who will participate in the audit will be a consideration.	20
4	Size and structure of the firm's office from which the audit work is to be done.	5
5	Knowledge of County government within California, inclusive and more specifically small County government.	20
6	Positive feedback from agency references.	15
	TOTAL	**100**

Any criterion with less than 50% of total points allowed will result in disqualification of proposer.

D. FORMAT AND CONTENT OF PROPOSAL

In order to simplify the review process and to obtain the maximum degree of comparability, proposers are asked to organize their proposals in the following manner:

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ATTACHMENT A

1. Title Page
   Show the RFP Package subject, the name of the proposer's firm, local address, telephone number, name and email address of the contact person, the date, and signature of the individual authorized to bind the proposer contractually.

2. Table of Contents
   Include a clear identification of the material by section and by page number.

3. Letter of Transmittal
   Limit to one or two pages.

   a. Briefly state the proposers' understanding of the work to be done and make a positive commitment to perform the work within the time periods.

   b. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

   c. If this is a joint venture, so state here and provide appropriate details under each of the sub-sections that follow.

4. Profile of the Firm
   a. State whether the firm is local, national, or international.

   b. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

   c. Describe the range of activities performed by the local office such as audit, accounting, management services, or internal control services.

   d. Describe the local office's computer capability, including the number and classifications of personnel skilled in computer sciences who will work on the audit.

   e. Describe local office's recent auditing experiences similar to the type of audits requested and give the names and telephone numbers of client officials responsible for three of the audits listed.

5. Audit Team
   a. Describe the composition of the audit team, including staff from other than the local office, and consultants.

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b. Identify the supervisors and consultants who will work on the audit and include resumes of each person so identified.

6. Audit Scope and Program

a. Describe the scope of the required services to be provided.

b. Outline a plan describing how such services will be provided.

c. List all reports including management letters that are to be issued, the points to be addressed in the reports, and the estimated completion dates.

7. Cost Data

In a separate sealed envelope, provide the following:

a. State the all-inclusive fee for which the work will be done.

b. State a separate fee for each of the required audits as follows:

1.) County Financial Audit
2.) Transportation/Transit Financial Audit
3.) Transportation/Transit Performance Audit
4.) Federal Financial Assistance Programs Single Audit
5.) County's Investment Policy, Investment Portfolio and Risk, and Compliance Audit.

c. Indicate the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee for the proposal. Also, separate the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee for each audit specified. Fees must include all anticipated cost, including travel, per diem, and out-of-pocket expenses.

8. Additional Data

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented in this section.

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CliftonLarsonAllen

CLAconnect.com



January 2, 2018

Proposal to Provide Professional Auditing Services to:

County of Colusa

Prepared by:
CliftonLarsonAllen LLP
925 Highland Pointe Park, Suite 450
Roseville, CA 95678

Richard Gonzalez, CPA, Principal
Rich.Gonzalez@CLAconnect.com
916-677-5760 | fax 916-784-7850

Authorized signature

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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ATTACHMENT B

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ATTACHMENT B

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ATTACHMENT B



CliftonLarsonAllen

CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678
916-784-7800 | fax 916-784-7850
CLAconnect.com

January 2, 2018

County of Colusa
Office of the Clerk of the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

RE: Request for Proposals (RFP) for Professional Auditing Services

Dear Board of Supervisors:

Thank you for inviting us to propose our services to you. CliftonLarsonAllen LLP (CLA) gladly welcomes the opportunity to share our approach to helping County of Colusa (the County) meet its need for professional services. The enclosed proposal responds to your request for audit services for three fiscal years, beginning June 30, 2018, 2019, and 2020.

We are confident that our extensive experience serving similar governmental entities, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for the County's consideration:

- ***We are local and we audit several California Counties.*** While we are a national firm, all of the personnel assigned to your engagement team are located in Roseville, California, so we are available to meet with you at your request without additional constraint for travel and additional costs. They key staff assigned to the engagement have several years of experience auditing California Counties. We are available at any time throughout the year to answer your questions for no additional fee.

- ***Specialized Government Insight and Resources.*** As the one of the nation's leading professional services firms, and one of the largest firms who specialize in the public sector, CLA has the experience and resources to assist the County with their audit needs. In addition to your experienced local engagement team, the County will have access to one of the country's largest and most knowledgeable pools of public sector resources.

- ***Strong Methodology and Responsive Timeline.*** In forming our overall audit approach, we have carefully reviewed the RFP and prior year audit reports and considered our past experience performing similar work for other counties. In addition to our local government clients, we currently serve more than 2,000 governmental organizations nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. We have developed a work plan that takes into consideration your unique needs as a governmental entity in California. The work plan also minimizes the disruption of your staff and operations, and provides a blueprint for timely delivery of your required reports.

- ***Communication and Proactive Leadership.*** The County will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team will stay abreast of key issues at the County, and take an active role in addressing them.

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- ***A Focus on Providing Consistent, Dependable Service.*** We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the County will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.

- ***Fresh Perspective.*** By engaging CLA, the County will benefit from a "fresh look" at its business operations, information systems, and financial and risk management policies and procedures. You will be served by an engagement team with enthusiasm and a desire to meet and exceed expectations. We are confident that our industry experience will bring to the County new ideas, creative approaches, and fresh opportunities to meet the financial management and accountability challenges before the County.

1. Our understanding of the work to be performed

We understand that County of Colusa (the County) is seeking to enter into a contract with a qualified independent Certified Public Accountant to conduct the following.

- Perform an annual financial audit of the County's combined financial statements as of and for the years ending June 30, 2018, 2019, and 2020. These audits will be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act (as amended in 1996), and U.S. Office of Management and Budget (OMB) Uniform Grant Guidance.

2. Authorized personnel

As a principal in the firm, I am authorized to make representations for and contract the firm.

Richard Gonzalez, CPA
Assurance Principal
Rich.Gonzalez@CLAconnect.com
916-677-5760 | fax 916-784-7850

CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678
916-784-7800 | fax 916-784-7850

3. Joint Venture

This is not a joint venture

We are confident that our technical approach, insight, and resources will result in unparalleled client service for the County.

For ease of evaluation, the structure of our proposal precisely mirrors your RFP pages 13-14.

We are eager to work with you and welcome the chance to present our proposal to the evaluation committee or entire management team. If you have any questions about our offerings, please do not hesitate to contact me via phone 916-677-5760 or email Rich.Gonzalez@CLAconnect.com.

Sincerely,
CliftonLarsonAllen LLP

Richard Gonzalez, CPA
Principal

Attachment: C18-013 CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

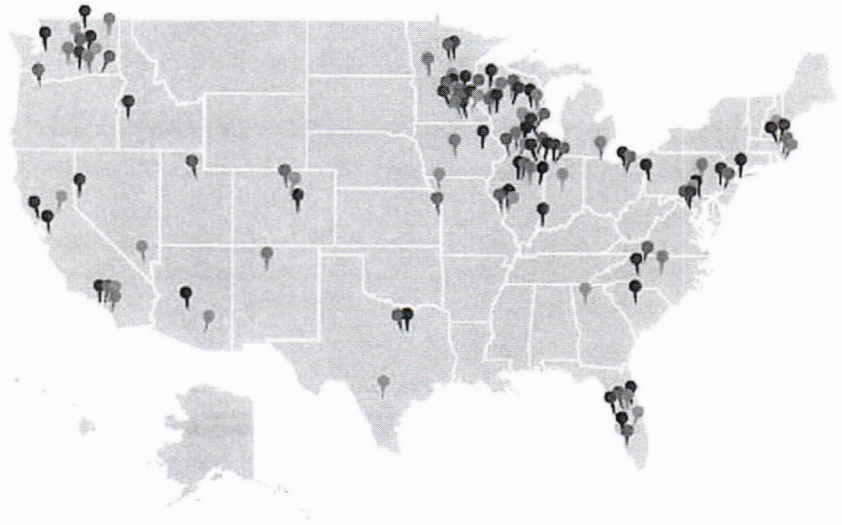
PROFILE OF THE FIRM

National firm

We promise to know you and help you

CLA is a limited liability partnership and is one of the leading national professional services firm. We deliver integrated wealth advisory, outsourcing, audit, tax, and consulting services to help clients succeed professionally and personally. Our broad professional services allow us to serve clients more completely — from startup to succession and beyond.

Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With more than 5,000 people, more than 100 U.S. locations, and a global affiliation, we bring a wide array of approaches to help clients in all markets, foreign and domestic.



Our mission: Impactful interactions for success

Service office location

The County will be served by the Sacramento office:
CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678
916-784-7800 | fax 916-784-7850

Levels by staff in the Sacramento office

Principal	Signing Director	Director	Manager	Senior	Associate	Intern	Support
21	2	21	10	29	23	2	17

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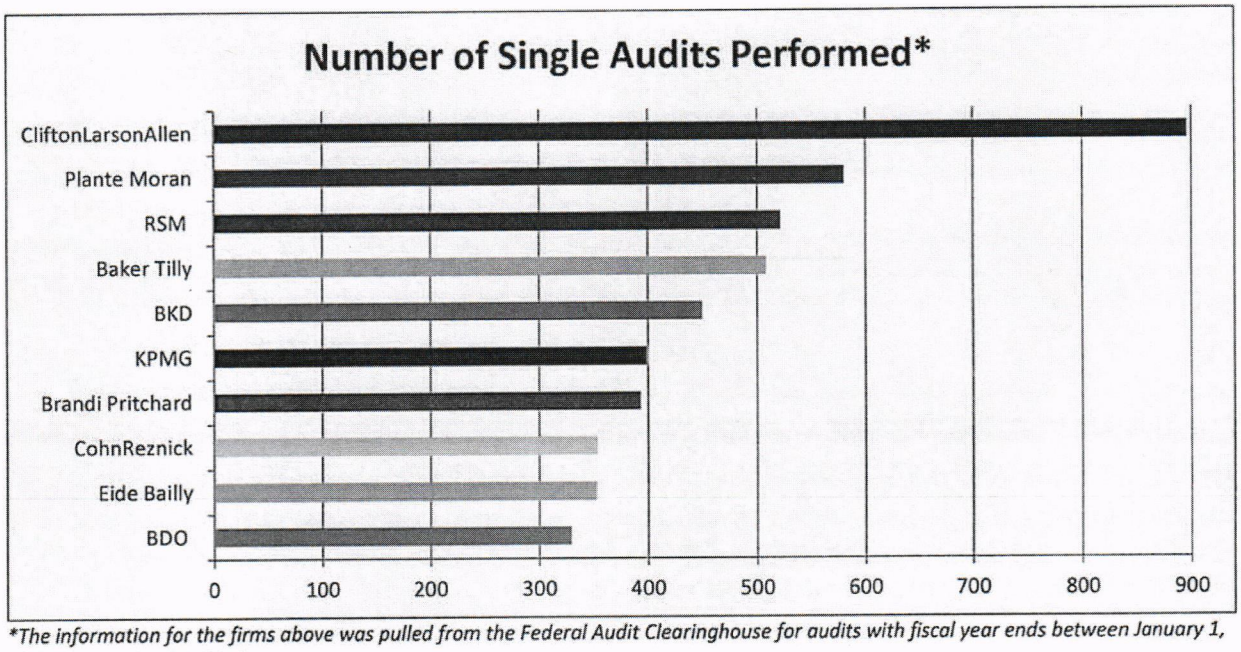
Range of activities

CLA's Sacramento office provide a full range of accounting and consulting services, including audit, tax, consulting, business outsourcing solutions, wealth advisory, valuation and forensic services, internal technology security assessments, and several other services to multiple industries, including counties.

Single audit experience

CLA has become the national leader in providing audit, tax and many other financial services to government entities similar to the County. Our client portfolio of government and nonprofit organizations represents nearly half of the firm's total revenues. You will benefit from CLA's experience in this area. As outlined in the following table, ***CLA performs more single audits annually than any other firm in the nation.*** We audited more than **$27.3 billion dollars in federal funds.** The table below illustrates CLA's experience in serving organizations that receive federal funds and demonstrates our firm's dedication to serving nonprofits and governmental organizations:



**The information for the firms above was pulled from the Federal Audit Clearinghouse for audits with fiscal year ends between January 1, 2015 – December 31, 2015.*

In the current environment of increased oversight, it is more important than ever to find qualified auditors who have significant experience with federal grants specific to the County and can enhance the quality of the County's single audit. Therefore, the single audit will be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB's UG and who will offer both knowledge and quality for the County. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

The AICPA clarified auditing standard, AU-C 801 "Compliance Audits" requires risk-based concepts to be used in all compliance audits including those performed in accordance with OMB UG. Our risk-based approach incorporates this guidance.

The County needs an audit firm experienced in performing single audits and a familiarity with the specific programs in which you are involved. You will benefit from CLA's experience in this area!

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Computer capabilities

CLA is one of the leading professional services firms in the nation and as such, utilizes the most current technology and programs available, all while keeping your information secure. Everyone selected to work with you has vast experience with our programs to perform your engagements in an efficient manner, and they also are experienced in the computer systems and programs utilized by California governmental entities.

One of CLA's advantages is access to advanced audit tools and technology. Throughout the audit we may employ the use of Computer Assisted Audit Techniques (CAATs) to increase efficiency and effectiveness. The key CAATs that we will use include:

- **Interactive Data Extraction and Analysis (IDEA)** – IDEA is a statistical data analysis tool that has the ability to import data from virtually any data source or file type, with no limitations on the size of the data files that can be examined. IDEA utilizes powerful, built-in tools designed for the performance of audits and fraud investigations, providing the ability to:
    - Statistically sample, summarize, stratify and/or perform an aging of large data sets
    - Compare, join, append or otherwise manipulate multiple, related populations of data
    - Identify gaps or duplicates in record sequences
    - Extract subsets of data using a variety of criteria or filters
    - Build reports and graphs to summarize testing results

- **FX Engagement** – FX Engagement is our "paperless" audit product. This product allows us to file and save all of our audit workpapers in an electronic storage capacity; allowing our firm to save time and resources associated with maintaining and storing paper files. FX Engagement also boasts a trial balance software program, which is utilized to produce combined financial statements, lead schedules, and allows us to perform trend analysis utilizing our clients' trial balances.

- **A Program Generator (APG)** – In order to provide a uniform approach to all engagements, the firm requires the use of APG, a software program custom-written for CLA. This software package allows the tailoring of procedures, based on the requirements of your engagement. We have developed a customized CLA audit program, which effectively makes our audit processes paperless and will enhance our present electronic practices.

  In an audit engagement, the primary use of APG is to take a standard audit program and modify, add, and delete procedures to create a program that has been specifically tailored to meet the needs of your engagement. Once tailored, the document can be completed electronically. Specific reports in addition to the basic program are generated to accommodate planning and review of your engagement. APG is an example of a technology tool that is designed to promote audit efficiencies. This software produces an industry-specific base program that is intended to encourage more thoughtful and specific tailoring. For an engagement to be effective in dealing with the risk of errors and efficient in avoiding riskless work, the engagement team will create a plan – the program – that contains the steps necessary to accomplish the goals of your engagement. Using APG is viewed as a thinking process, not just a documentation process.

- **Client Portal** – In addition to secure file transfer, clients can take advantage of a secure document portal to easily share documents and store files. This tool provides anytime, anywhere access to uploaded tax returns, combined financial statements and more from anywhere you have an Internet connection.

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Clients and CLA professionals can share and store confidential files in a secure environment. The portal has capacity for both long-term and transient file storage and provides access to all your documents in one place.

- **LeapFILE and Secure File Transfer Protocol** – CLA is committed to keeping client and member data secure. We utilize LeapFILE, a secure file transfer protocol (SFTP) software program, to receive and send encrypted files. LeapFILE allows us to transfer files to and receive files from our clients in a secure manner and keeps files with sensitive data out of our email boxes and hard drives.

In addition, **CLA's Information Security Services (ISS)** team is a consulting division within which focuses in information security assessments and consulting services. The resources within this group are ***certified security professionals*** that have significant experience related to the protection of information that is either electronic or on printed documents. For more than 10 years, the ISS Group has provided IT audit and security consulting services in virtually all industry vertical markets served by the firm including governmental entities.

Focusing on information security can be a competitive advantage in the marketplace and minimize potential legal risks to the organization. Making information security a priority within the organization also demonstrates to employees that management understands the importance of protecting its most valuable asset - customer information. As a result, we provide several security-focused consulting services that can be customized to your specific requirements. ISS has significant experience and knowledge related to these services and will identify exposures and risks that will assist each organization in implementing the proper controls and procedures to mitigate or eliminate the various risks.

Public sector experience

CLA offers the credibility, reputation, and resources of a leading professional services firm — without sacrificing the small-firm touch. We bring unsurpassed levels of technical excellence, commitment, and dedication to our clients, which have made us one of the most successful CPA firms serving governmental entities. Our strong reputation for serving state and local government units provides the County the confidence in their decision to select CLA as their professional service provider.



CLA has one of the largest governmental audit and consulting practices in the country, serving more than 2,000 governmental clients nationwide. Public sector clients represent approximately one-quarter of all firm-wide revenue, and each of the government services team members are thoroughly versed in the issues critical to complex governmental entities.

As a CPA firm experienced in serving state and local units of government, we are very aware of the financial and legal compliance requirements that government officials are faced with daily. This creates complexities and service issues within a unique operational and regulatory environment. Because of our experience, we have become adept at providing our clients with insights in this environment not typical of other CPA firms.

**Shaded areas above represent CA counties audited by the Sacramento Office.*

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Recent similar experience (California Counties)

California Counties audited by Sacramento Office during the last five years

- Amador
- Butte *
- El Dorado
- Glenn
- Humboldt
- Inyo
- Lake*
- Madera*
- Marin*
- Mendocino
- Mono
- Monterey*
- Napa*
- Nevada*
- San Benito
- San Luis Obispo
- Shasta*
- Sutter
- Trinity*
- Yolo*
- Yuba

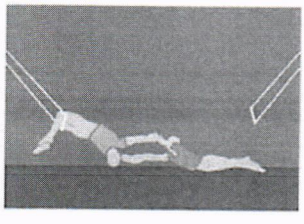
* *CAFR*

Recent similar experience (references)

- County of Glenn (Edward Lamb, Finance Director, 530-934-6410, elamb@countyofglenn.net)
- County of Shasta (Brian Muir, Auditor-Controller; 530-225-5541; bmuir@co.shasta.ca.us)
- County of Butte (David Houser, Auditor-Controller, 530-538-7520, DHouser@ButteCounty.net)

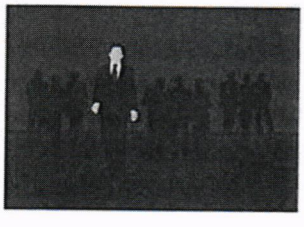
What makes us different?

You can depend on CLA for several uncommon advantages:



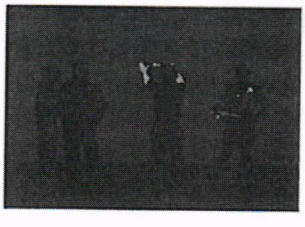
Deep industry specialization

Our people are industry practitioners first and foremost. You will work with professionals who know you, your organization, and your industry — and combine their knowledge with yours to make you stronger.



Seamless, integrated capabilities

We offer planning and guidance from startup through succession, with particular care for you and your organization's leaders. Our people connect with a vast network of resources behind the scenes — seamlessly presented and delivered for you.



Premier resource for private businesses and owners

Entrepreneurs are the backbone of our economy. We place you — personally — at the core of our strategic focus because enabling your success means a better world for all of us.

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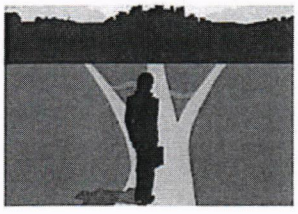

THE career-building firm

Our professionals are personally invested in your success, you will work with entrepreneurial people with the freedom and agility to serve you rather than merely perform obligatory functions.

For more information about CLA, visit CLAconnect.com/aboutus.



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AUDIT TEAM

An experienced engagement team has been aligned to provide you with the most value for your organization. The team members have performed numerous engagements of this nature and will commit the resources necessary to provide top quality service throughout the engagement. Following are our proposed management team members:

The most important resource any business has is people — the right people.

Engagement Team Member	Role	Location	Years experience
Richard Gonzalez, CPA	Engagement Principal	CA	18+
Elba Zuniga, CPA	Quality Assurance Principal	CA	23+
Jeffrey Peek, CPA	Engagement Manager	CA	12+
Paul Phangureh, CPA, CGAP	Senior Associate	CA	4+
Dan Ibarra*	Senior Associate	CA	3+
Joey Judson*	Associate	CA	4+

*CPA Candidate

Detailed biographies are available in the Appendix of this proposal.

Roles and responsibilities

Engagement Principal – Rich Gonzalez will have overall engagement responsibility including planning the engagement, developing the audit approach, supervising staff, and maintaining client contact throughout the engagement and throughout the year. Rich is responsible for total client satisfaction through the deployment of all required resources and continuous communication with management and the engagement team.

Quality Assurance Principal – Elba Zuniga will complete the quality review of all work performed and of all audit reports prior to issuance. The focus of this review is to confirm adherence to industry and firm quality control guidelines and to make sure the work performed supports the audit opinions issued.

Engagement Manager – Jeffrey Peek will act as the lead manager on the engagement. In this role, Jeffrey will assist the engagement principal with planning the engagement and performing complex audit areas. He will perform a technical review of all work performed and is responsible for the review of comprehensive annual financial report and all related reports.

Senior Associates – Phil Phangureh, Dan Ibarra, and Joey Judson, will be responsible for the day to day activities for this engagement, including the supervision of all staff assigned.

Additional Staff - We will assign additional staff to your engagement based on your needs and their experience providing services to state and local governments. Ideally, the staff assigned to your team will be from our California offices with state and local government as their industry focus at CLA.

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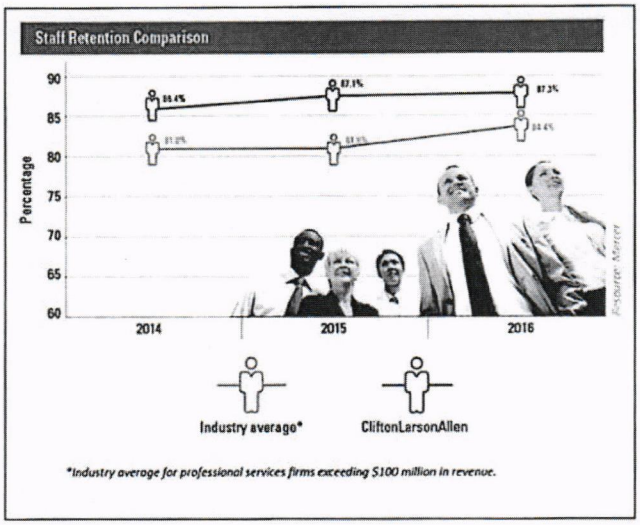
Continuity of service

We are committed to providing continuity throughout this engagement. It is our policy to maintain the same staff throughout an engagement, providing maximum efficiency and keeping the learning curve low. We are also flexible in exploring alternative strategies to non-mandatory rotation policies.

In any business, however, turnover is inevitable. When it happens, we will provide summaries of suggested replacements and will discuss re-assignments prior to finalizing. We have an adequate number of qualified staff members to provide the County with top service over the term of the engagement.



CLA is committed to maintaining high staff retention rates, which we believe are a strong indicator of service quality. Continuity results in increased efficiency and quality because staff assigned to the engagement will not have to go through a "learning curve" with annual engagements or each new project. Client staff spends less time orienting the engagement team, and more time working toward goals. With a solid, steady engagement team, each year brings the additional benefits of trust and familiarity. High retention rates also indicate that our staff members have the resources they need to perform their tasks and maintain a positive work/life balance.

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AUDIT SCOPE AND PROGRAM

Scope of work

We understand that County of Colusa (the County) is seeking to enter into a contract with a qualified independent Certified Public Accountant to conduct the following.

- Perform an annual financial audit of the County's combined financial statements as of and for the years ending June 30, 2018, 2019, and 2020. These audits will be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act (as amended in 1996), and U.S. Office of Management and Budget (OMB) Uniform Grant Guidance.

- Examine the internal accounting controls and accounting procedures of the individual departments and offices of the County and render written reports of any findings and recommendations to the Board of Supervisors. We will also review the responses to any prior year findings and recommendations.

- Issuance of a management letter with findings and recommendations for improvement in internal controls and accounting systems as well as any findings of noncompliance with laws, rules and regulations.

Audit plan

Financial statement audit approach

CLA is one of a few firms that have developed its own proprietary audit program. Many firms use canned, off-the-shelf audit programs, which limits their flexibility in determining what procedures they can and cannot perform because they must follow the audit methodology they have purchased. Our audit teams are able to customize our audit programs to address the specific risks and unique characteristics of your operation. We do not perform the exact same procedures for every client. In addition, our audit programs are interactive, providing guidance to the staff while they are performing the audit procedures.

Our audit approach for year one and subsequent years will have certain consistent elements. However, we expect that the subsequent years will result in fewer audit hours based on the efficiencies gained as we become more familiar with your operations. Our audit objective extends beyond the issuing of an opinion on combined financial statements. We believe that a good audit yields substantial information for management, and is a valuable tool in recognizing opportunities and identifying areas that can be strengthened. An effective audit performed by our team will also provide:

- An objective look at your policies and procedures
- Valuable suggestions for improvements in your financial operations and other areas
- An analysis of trends and unusual variations from year-to-year
- Protection for current and future resources through improved internal controls
- A deterrent to embezzlement and other fraudulent activities

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Benefits of CLA's Risk-Based Approach

Our audit services are designed to protect the interests of the members, governance, and management by concentrating on high-risk areas. Risk identification is the first step of the audit process, providing the basis upon which the overall plan is developed. Our risk assessment process involves consideration of the following types of risk:

- **Inherent risk** - that an error in the accounting and reporting process may occur
- **Control risk** - that internal control systems designed to prevent/detect errors may fail
- **Audit detection risk** - the risk that audit procedures may fail to detect errors

Commitment to Communication with Management

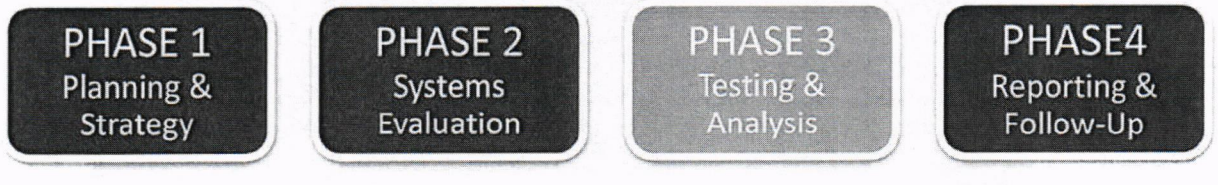
As you will see, we are committed to ongoing communication throughout the engagement. Continual communication starts when an engagement letter is issued, continues until the completion or closeout of an engagement and throughout the remainder of the year. We believe effective communication is critical to a successful engagement. This communication includes the exchange of ideas and advice as changes are considered or implemented by the entity or the accounting profession.

During the engagement we will hold regular status meetings with the County to enhance day-to-day operations, results, and any issues are commonly understood and addressed. The objectives of tracking and formally reporting the engagement status are to:

- Provide a consistent technique for monitoring progress against plan
- Identify any issues quickly to allow for timely corrective action
- Provide an objective rather than subjective evaluation of status
- Provide timely information on a regular basis
- Assist with obtaining buy-in of any audit recommendations on a timely basis

Our proactive measures foster communications, both written and oral, which are ongoing, relevant and routine to our engagements. Our commitment to this practice encourages open lines of communication and often prevents and/or mitigates service delivery issues. Our professionals are trained in documenting observations, recommendations, business issues, and new developments as part of their daily routine.

We will conduct our financial statement audit in four primary phases, as below:



Continuous Communication Throughout

Methodology. *Our audit is performed based on a risk-based approach. We conduct our audits under the concept of "understanding the entity." This concept is based fundamentally on the fact that the County is unique. By understanding the*

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County, we gain the necessary perspective for performing an effective audit. Our audit approach places particular emphasis on the planning phase to determine maximum efficiency and effectiveness.



Planning & Strategy

The main objective of the planning phase is to identify significant areas and design efficient audit procedures. We will accomplish our planning by following the methodology below:

- Conduct an entrance meeting with the County – Rich Gonzalez and staff will meet with the County personnel to mutually agree on an outline of responsibilities and timeframes. The agenda will include but not be limited to the following:
  - Establish audit approach and timing schedule
  - Assistance to be provided by the County personnel
  - Application of generally accepted accounting principles
  - Initial audit concerns
  - Concerns of the County's management
  - Establishment of report parameters and timetables
  - Progress reporting process
  - Establish principal contacts
- Gain an understanding of the operations of the County, including any changes in its organization, management style, and internal and external factors influencing the operating environment. We will utilize reference materials such as the budget and related materials, organizational charts, manuals and programs, financial, and other management information systems
- Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws and regulations, and relevant controls over operations
- Determine the likelihood of effective Information Systems (IS) - related controls
- Perform a preliminary overall risk assessment
- Confirm protocol for meeting with and requesting information from relevant staff
- Establish a timetable for the fieldwork phase of the audit
- Determine a protocol for using Interactive Data Extraction and Analysis (IDEA), our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
- Compile an initial comprehensive list of items to be prepared by the County, and establish mutually agreed upon deadlines

We will document our planning through preparation of the following:

- **Entity Profile.** This profile will help us gain an understanding of the County activities, organizational structure, services, management, key employees and regulatory requirements
- **Preliminary Analytical Procedures**. These procedures will assist in planning the nature, timing and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results, and will be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit
- **General Risk Analysis**. This will contain our overall audit plan, including materiality calculations, fraud risk assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a listing of significant provisions of laws and regulations and other key planning considerations
- **Account Risk Analysis**. This document will contain the audit plan for the combined financial statements, including risk assessment and the extent and nature of testing by assertion

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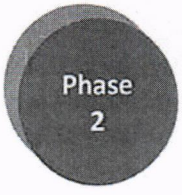
- **Prepared by Client Listing.** This document will contain a listing of schedules and reports to be prepared by the County personnel with due dates for each item

One of the key elements in the planning of this audit engagement will be the heavy involvement of principals and managers. We will clearly communicate any issues in a timely manner, and will be in constant contact with the County as to what we are finding and where we expect it will lead.

We will develop our audit programs during this phase. Utilizing the information we have gathered and the risks identified we will produce an audit program specifically tailored to the County. This program will detail by major section the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.



Systems Evaluation

During the systems evaluation phase, we will gain an understanding of the internal control structure of the County for financial accounting and relevant operations. Next, we will identify control objectives for each type of control that is material to the combined financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we will determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations

We will test controls over certain key cycles. One audit efficiency initiative is to rely heavily on internal controls when appropriate, and to creatively look at internal control testing to make it as efficient as possible. This means not routinely performing detailed tests of transactions using large samples. We first seek to identify key controls, and then identify possible testing through alternative methods, such as observation, interviews, and re-performance. These tests serve not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance.

We will also develop our internal control tests to assess the compliance with certain provisions of laws, regulations, contracts, and grants for which noncompliance could have a direct and material effect on the determination of financial statement amounts. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls will determine whether the County has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable combined financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the combined financial statements

We will finalize our audit programs during this phase. We will also provide an updated Prepared by Client Listing based on our test results and our anticipated substantive testing.

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During the internal control phase, we will also perform a review of general and application Information Systems (IS) controls for the applications that are significant to combined financial statements to conclude whether IS general controls are properly designed and operating effectively, and consider application controls as part of the internal control assessment in the financial statement audit. Our strategy for the IS review of the applications will involve reviewing all of the general control activities, including the computerized and manual processes. We will determine the scope of work by applying the concepts of materiality and risk assessment to effectively reduce examination inefficiencies. When planning this examination, we will gain an understanding of the County's operations by reviewing its current controls and control objectives as documented, and will also review prior years' audit work and the status of corrective actions.

Based on our preliminary review, we will perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We will then proceed to assess the significant computer-related controls.

For IS-related controls that we deem to be ineffectively designed or not operating as intended, we will gather sufficient evidence to support appropriate findings and will provide recommendations to improve internal controls. For those IS controls that we deem to be effectively designed, we will perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.



Testing & Analysis

The extent of our substantive testing will be based on results of our internal control tests. It has been our experience that governmental entities, like the County, often have a system of internal controls that, with appropriately designed tests and correlation to account balances, can be used to limit the extent of account balance substantiation testing.

Audit sampling will be used only in those situations where it is the most effective method of testing. Before deciding to sample, we will consider all possible approaches and audit techniques. Items where, in our judgment, acceptance of some sampling risk is not justified will be examined 100 percent. These may include unusual items or items for which potential misstatements could individually equal or exceed tolerable error.

After identifying individually significant or unusual items, we will decide on the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we will use IDEA to efficiently control and select our samples.

Our workpapers during this phase will clearly document our work as outlined in our audit programs. We will also provide the County with status reports during the course of the audit fieldwork. As in all phases of the audit, we will be in communication with the County to determine that all identified issues are resolved in a timely manner. We will also hold a final exit conference with the County to summarize the results of our fieldwork and review significant findings.

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Phase 4

Reporting & Follow-Up

Reports to management will include oral and/or written reports (*for County and Transportation/Transit engagements*) regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Combined financial statements Performed in Accordance with Government Auditing Standards
- Management Letter
- Report of the County's Investment Policy, Investment Portfolio and Risk, and Compliance Audit
- Written Communication to Those Charged with Governance, which includes the following areas:
  - Our responsibility under auditing standards generally accepted in the United States of America
  - Changes in significant accounting policies or their application
  - Unusual transactions
  - Management judgments and accounting estimates
  - Significant audit adjustments
  - Other information in documents containing the audited combined financial statements
  - Disagreements with the County
  - The County's consultations with other accountants
  - Major issues discussed with management prior to retention
  - Difficulties encountered in performing the audit
  - Fraud or illegal acts

Once the final reviews of working papers and combined financial statements are completed, which is a process that actually starts while the fieldwork is in process, our opinion, the combined financial statements and management letter will be issued.

The County will be provided a draft of any comments that we propose to include in the management letter, enabling you to review the comments for accuracy prior to final release. Any items that come to our attention that are not what we consider major items may be discussed verbally with management and not included in the management letter. Our management letter will include items noted during our analysis of your operations. We will also make a formal presentation of the results of the audit to those charged with governance of the County, if requested.

Procedures used to understand internal processes and controls

We understand changing audit firms would require a new set of auditors to develop an understanding of the County and its internal control and operating structure. We also strive to develop our understanding in the least intrusive manner possible, while still maintaining our professional responsibilities. We would utilize a combination of internal control forms and interviews with key accounting personnel to gain and document our understanding of the County. We will also use as a baseline any existing internal control processes, policies, organizational charts, etc. the County may have already documented. Tests of design and operating effectiveness would then be performed to confirm our understanding.

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) has established a framework for internal control systems. Under the COSO framework, internal control is a process to provide reasonable assurance that those internal objectives, including effectiveness and efficiency of business operations, reliability of financial reporting, and compliance with applicable laws and regulations, will be met.

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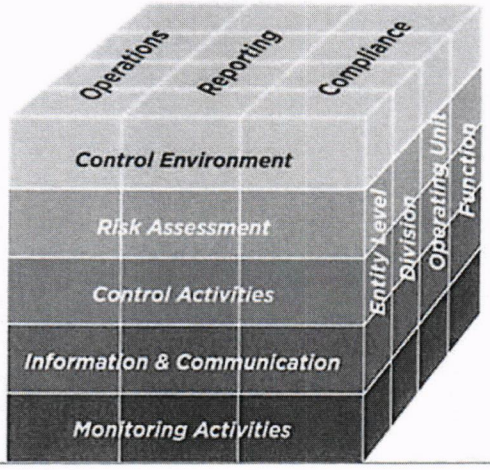

COSO Internal Control: Integrated Framework

Our audit approach is designed to evaluate and test the departmental internal controls in accordance with COSO concepts. Our procedures include a review of the overall control environment, determination of the internal controls which are determined to be direct and material to the federal program under review, determination of the adequacy of those procedures, and testing of the procedures to determine if they are functioning as designed.

During the planning and internal control phases of our audit, we will develop our understanding of the County business operations and internal control structure for financial accounting and relevant operations through observation, discussion, and inquiries with management and appropriate personnel. During this phase of the audit, we will review budgets and related materials, organization charts, accounting and purchase manuals, and other systems documentation that may be available.

Once we understand your operations, we will then identify control objectives for each type of control that is material to the combined financial statements. The next step will be to identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. We will then determine the nature, timing and extent of our control testing, and perform tests of controls.

This phase of the audit will include extensive testing of controls over transactions, financial reporting, and compliance with laws and regulations. Whenever possible, we will use dual-purpose tests to reduce the need to select multiple samples for internal control and compliance testing. We will be as efficient as possible, thereby reducing the disruption to your operations while achieving our audit objectives.

Our assessment of internal controls will determine whether LIRS has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable combined financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the combined financial statements

Our workpapers during this phase will clearly document our work through the preparation of the following for each significant transaction cycle or accounting application:

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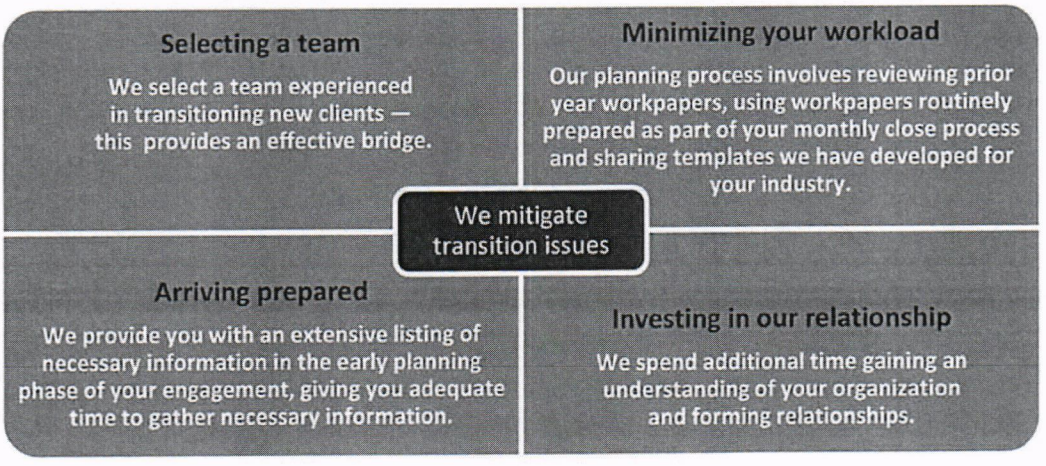
- Audit program
- Cycle memo and supporting documentation
- Account risk analysis (ARA)
- Specific control evaluation (SCE)

A simple transition

An area of concern that is commonly encountered during transition to new engagements is the start-up time required to familiarize ourselves with your operations. As shown below, we mitigate transition issues.

Upon appointment as auditors, we will initiate a planning meeting with the appropriate management of the State program. This meeting will take place shortly after we are notified about your selection. The purpose of the meeting will be to:

- Review our approach and roles, and solicit comments and concerns;
- Schedule work;
- Establish key meeting and reporting dates; and
- Review the audit requirements.



Single audit approach

In the current environment of increased oversight, it is more important than ever to find qualified auditors who have significant experience with federal grants specific to the County and can enhance the quality of the County's single audit. Therefore, the single audit will be performed by a team of individuals who specialize in single audits in accordance with *OMB's Uniform Guidance* and who will offer both knowledge and quality for the County. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

The OMB's Uniform Guidance (2 CFR Part 200) is effective for federal grants made on or after December 26, 2014. This affects how federal grants are managed and audited and impacts every organization that receives federal assistance. Grant compliance can be a confusing topic and many of our clients rely on their federal funding as a major revenue source, so it is important that they understand what these changes mean to their organization. As a leader in the industry, CLA was out in front of these changes and informed our clients of how to be proactive about these changes could impact their entity. CLA professionals are available to provide guidance and tools tailored to the County's needs, and to assist in compliance with the new rules.

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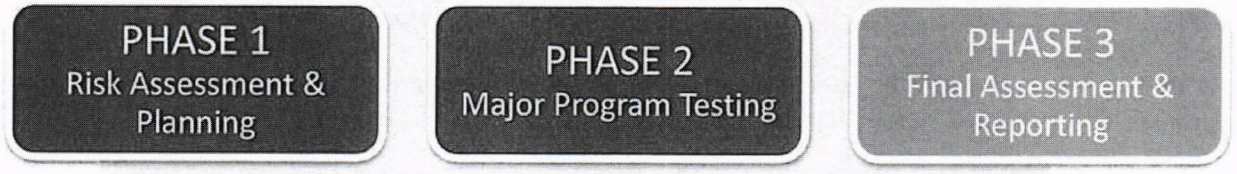
The AICPA clarified auditing standard, AU-C 801 "Compliance Audits" requires risk-based concepts to be used in all compliance audits including those performed in accordance with 2 CFR Part 200. Our risk-based approach incorporates this guidance.

We will conduct our single audit in three primary phases, as shown below:



Phase 1

Risk Assessment & Planning

The risk assessment and planning phase will encompass the overall planning stage of the single audit engagement. During this phase, we will work closely with the County's management to determine that programs and all clusters of programs are properly identified and risk-rated for determination of the major programs for testing. We will also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We will accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards, we will identify the Type A and significant Type B programs (25% of Type A threshold) in accordance with the Uniform Guidance (UG)
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs
- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we will obtain the current year compliance supplement to aid in the determination of Direct and Material Compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

Phase 2

Major Program Testing

We will determine the programs to be audited based on the risk assessment performed in the planning phase. We will perform the audit of the programs in accordance with UG.
To accomplish this, we will perform the following:

- Schedule an introductory meeting and notify the County's management of the major programs for the current fiscal year

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- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

Phase 3

Final Assessment & Reporting

We will re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards is received to determine if additional major programs were identified.

Based on the final determination of the programs we will perform the following:

- Identify Type A and significant Type B programs which were not previously identified.
- Re-assess the risk and determine if we are required to audit additional programs.
- Perform compliance testing at the entity wide level related to procurement and cash management requirements.
- Perform testing to validate the status of prior year findings for those programs not selected for audit.
- Prepare the Schedule of Findings and Questioned Costs.
- Conduct exit conference with the County's management to review drafts of required reports:
    - Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
    - Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Throughout the single audit, we will maintain communication through periodic progress meetings with those designated by the County. These meetings will be on a set schedule, but as frequently as the County determines. During these meetings, we will discuss progress impediments and findings as they arise.

Engagement timetable

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain that the services are completed based on your requirements. The plan may also be amended during the year based on input from the board.

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Please see the below chart for the estimated time frame for the June 30 audit relating to each segment of this engagement. The proposed engagement timetable below to perform field work in January is based on the County's response to RFP question no. 2. We are open to modifying the timetable as needed.

Annual Audit Task	July-Dec	Jan	Feb	Mar	Apr - May
Entrance Conference					
Interim Audit Work					
Audit Fieldwork Begins					
Draft and Issue Reports					
Presentation to board					

List of reports

CLA will provide the following reports

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
- Management Letter
- Written Communication to Those Charged with Governance, which includes the following areas:
    - Our responsibility under auditing standards generally accepted in the United States of America
    - Changes in significant accounting policies or their application
    - Unusual transactions
    - Management judgments and accounting estimates
    - Significant audit adjustments
    - Other information in documents containing the audited financial statements
    - Disagreements with the County
    - The County's consultations with other accountants
    - Major issues discussed with management prior to retention
    - Difficulties encountered in performing the audit
    - Fraud or illegal acts
- Single Audit Act and Schedules
    - Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with
    - Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
- Report of the County's Investment Policy, Investment Portfolio and Risk, and Compliance Audit
- Local Transportation Commission and Regional Transit Agency Annual Reports

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COST DATA

Our cost proposal is included with this proposal package in a separately sealed envelope.

Other Services and Fees

As your auditors, we do not charge additional fees to be available to take phone calls and answer audit, accounting, and compliance questions year round. We offer quarterly CPE trainings to all governmental agencies in the community at no charge.

For special services or projects that our outside the scope of the audit, such as assisting in updating capital asset schedules, providing training for personnel, or other consulting projects, our services would be provided at the hourly rates indicated in our Cost Proposal Forms.

For other services that our firm offers such as information technology security testing, tax research, planning or preparation, or other services those fees would be negotiated independently with the County based on the scope and size of the project.

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ADDITIONAL DATA

Industry participation

CLA actively supports industry education as a thought leader and industry speaker. Our firm focuses on supporting the educational needs of the industry through nationally sponsored trade events. Our team of governmental professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations.

Certificate of achievement assistance

The Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting is awarded to state and local governments that go beyond the minimum requirements of generally accepted accounting principles. It is awarded to state and local governments who produce a comprehensive annual financial report that evidences the spirit of transparency and full disclosure. Members of the GFOA staff and the GFOA Special Review Committee (SRC) review reports submitted to the CAFR program.

CLA provides audit services to many entities that received the GFOA Certificate of Excellence in Financial Report. All of the procedures noted in our audit approach and our technical review of the CAFR are done to help the County prepare and publish the top product possible. Our managers and principals who review the CAFR have a strong understanding of the GFOA requirement for the certificate. We understand that this is a prestigious award for the County and a great accomplishment for the Finance and Accounting departments.

We will review the GFOA comment letter for each CAFR and provide the County advice regarding the response to the GFOA reviewr's comments. Our procedures with respect to the CAFR will be the review of the comments from GFOA on the prior year submission to determine they were adequately addressed, completion of the CAFR checklist, and review of the transmittal letter and statistical data to determine that information presented is reasonable and agrees with the information in the combined financial statements and management's discussion and analysis (MD&A), where applicable.

We understand the interrelationships of the many and varied components of a governmental entity's combined financial statements, allowing us to quickly determine errors or problems with the combined financial statements. Our depth of knowledge and experience also allows us to assist the County with the preparation of the CAFR and improvement of the County's combined financial statements.

Our involvement with clients in the GFOA Certificate program helps to determine that we are on the leading edge of reporting trends and techniques. We have been engaged by various entities to review their statements for compliance with program requirements. We have aided clients in the early implementation of professional pronouncements and regularly provide our clients with updates on new pronouncements which will affect them and will do the same for the County.

The table below identifies the professionals who are currently members of the GFOA Special Review Committee:

Name	Title	Location	Years of Experience
Carrie Bartow, CPA, CGMA	Principal	Colorado Springs, CO	15+
Julie S. Fowler, CPA	Signing Director	Sebring, FL	18+
Rich Gonzalez, CPA	**Principal**	**Roseville, CA**	**18+**

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Name	Title	Location	Years of Experience
Michelle Hoffman, CPA	Manager	Minneapolis, MN	8+
Christopher G. Knopik, CPA, CFE	Principal	Minneapolis, MN	13+
Jacob S. Lenell, CPA	Principal	Milwaukee, WI	10+
David P. Phillips, CPA	Principal	Tucson, AZ	33+
Jeffrey Peek, CPA	**Senior Manager**	**Roseville, CA**	**12+**
Christian J. Rogers, CPA	Principal	Lexington, MA	20+
Sean M. Walker, CPA, CGFM, CGMA	Principal	Baltimore, MD	16+
Miranda Wendlandt, CPA, CFE	Manager	Alexandria, VA	8+
Walker D. Wilkerson, CPA	Principal	Lakeland, FL	25+

Thought leadership and industry information

CLA goes beyond the numbers and offers value-added strategies. You will hear from us throughout the year. We send periodic email publications and host webcasts to keep clients and friends of the firm informed of relevant industry updates. Below are just a few of the resources we offer:

- ***State and Local Government Perspectives*** — A periodic e-newsletter providing news, tips, strategies, insights, and updates on regulatory and industry issues as well as subjects relevant to government entities. The most current issue include articles on:
  - *If You Don't Monitor Your Internal Controls, Fraud Can Find Its Way In*
  - *Your Guide to SOC Reports for Governmental Entities*
  - *GASB 87 Will Fundamentally Change Lease Accounting for Governments*
  - *Three Ways to Make Your Government's Financial Reports More User-Friendly*
  - *Internet-Connected Devices + Lack of Oversight = Hacking Made Easy*
- ***National industry webcasts*** — Web-based seminars designed to provide information on upcoming industry trends, accounting, tax, risk, and other issues in either the accounting or public sector industry. Many of webcasts are complimentary and some provide attendees with an opportunity to obtain CPE credit.
  - *Webinar Recording: "Align your Federal Awards with the Uniform Guidance"*
- ***Speaking engagements and workshops*** — We share our industry knowledge and experience by presenting at national, regional, and local events, as well as hosting our own industry events in various markets. We provide quality insight and education in the areas of improving profitability, reducing risk, building business value, and planning for succession.
- ***Recent industry articles*** — In addition to our direct participation with national organizations, CLA has had numerous articles published by our public sector industry professionals.
- ***In-person events*** — Annual economic, capital markets, and tax outlook seminars are presented by local professionals and CliftonLarsonAllen Wealth Advisors, LLC* investment committee members.

**Investment Advisory Services offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.*

You can register for our webcasts and find our extensive resource library on our website, CLAconnect.com.

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Additional services

In addition to the services outlined in the Scope of Services for this proposal, CLA collectively offers a wide breadth of highly-customized services and capabilities to meet our clients' wants and needs, including a sampling of the following:

- Financial statement and forensic audits
- Fraud risk assessment and investigations
- Internal audit, risk assessments, and evaluations
- Strategic, financial, and operational consulting
- Implementation assistance for complex accounting standards
- Outsourced accounting and public administration
- ACA Reporting
- Strategic, business, and capital planning
- Operational and financial systems consulting
- Organizational and financial health assessment
- Operations and performance improvement
- Training and educational seminars
- Self-insured medical and PBM claim audits
- Telecom cost savings assessments
- IT security and network vulnerability assessments

We pride ourselves on taking the initiative to meet each and every need of our clients, and therefore are always prepared to take on additional projects. However, independence is our first concern when providing additional services. Independence can easily become impaired when providing consulting services; therefore, we do not provide any services to our audit clients beyond those allowed.

If additional work is requested by the County outside of the scope of the audit, we will discuss with you our proposed fee for additional services prior to beginning the new services.

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APPENDIX

Engagement team biographies

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Richard Gonzalez, CPA

CliftonLarsonAllen LLP

Principal
Roseville, California

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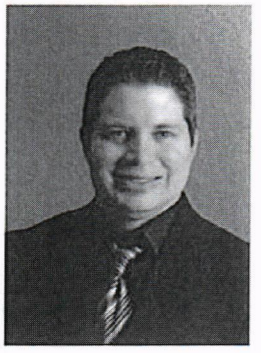
rich.gonzalez@claconnect.com

CliftonLarsonAllen



Rich is a principal and CPA, has more than 18 years of public sector auditing experience, which includes audits of counties, cities, and special districts.

Rich's current and recent clients have included the counties of Butte, Glenn, Humboldt, Monterey, Napa, San Luis Obispo, Shasta, Trinity, Yolo and Yuba the State Water Resources Development System, as well as numerous other governmental entities. Rich's experience includes the successful training of client staff in the preparation of their organization's CAFR. He participates as a CAFR reviewer within the *GFOA Special Review Committee*.

Technical experience

- Governmental audits
  - Counties
  - Cities
  - State departments
  - Water, flood and sanitation districts
  - Fire districts
  - Air pollution districts, Housing agencies, and LAFCO agencies
  - Governmental insurance pools
  - A variety of special districts
- Federal and state grant compliance audits
- Single Audits performed under the Uniform Guidance

Education/professional involvement

- Bachelor of Science in Accounting from Humboldt State University
- American Institute of Certified Public Accountants (AICPA), member
- California Society of Certified Public Accountants (CalCPA), member
- Government Finance Officers Association (GFOA), member
- GFOA Special Review Committee
- AICPA Advanced Single Audit Certificate

Continuing Education

- California Society of Municipal Finance Officers Conferences
- State Association of County Auditors Conferences
- AICPA Advanced Topics in a Single Audit
- GAQC Conference Calls and Webcasts (Single Audit, Yellow Book, etc.)
- Government In-House Audit and Fraud Training
- AICPA National Governmental Accounting and Auditing Update

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CliftonLarsonAllen

Elba Zuniga, CPA

CliftonLarsonAllen LLP

Principal
Sacramento, California

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elba.zuniga@CLAconnect.com



Profile

"Constant changes in government accounting and reporting make our work challenging and fun."

Professional Experience

Elba joined CliftonLarsonAllen as an audit principal in January 2017 when GALLINA LLP joined the firm. Since 1994, Elba has performed audits of local governments including counties, cities, and special districts. Her professional life began as a municipal court clerk then worked for a regional planning agency. It was only after this experience that she earned her degree in business administration, but those early years have shaped her specialization of auditing local government entities. She enjoys the ever changing landscape of government accounting and always stays current with new developments.

She has been involved in the planning, fieldwork, report preparation, and review of local governmental agency audits since 1994. Elba has audited 30 of California's 58 counties as well as several cities and special districts. Elba has 23 years of experience with the firm.

Approach

Staying up to date is Elba's approach to providing our clients with the best possible service. By doing this, she eliminates having to train her team on unnecessary work and also saves the client's time. Elba knows that time is an incredibly valuable resource and she strives to not just meet expectations, but to exceed them. In addition, she helps clients meet the requirements for the Excellence in Financial Reporting Certificate program.

Education/professional involvement

- Bachelor of science in business administration, concentration in accounting from California State University, Sacramento
- Bachelor of arts in psychology from Stanford University
- Certified Public Accountant
- California Society of Certified Public Accountants (CalCPA), member
- American Institute of Certified Public Accountants (AICPA), member
- GFOA Special Review Committee member

Continuing Professional Education Statement

- Elba has a total of 175.0 hours of C.P.E. in the last three years; 92.5 hours qualify for governmental accounting standards. (January 2015-June 2017)Attends a minimum of 20 hours annually of continuing professional education classes, including a minimum of 8 hours of audit and accounting classes, resulting in 120 hours for three-year requirement. Every two years, a minimum of 24 hours of CPE specifically related to Yellow Book requirements is completed.

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Jeffrey Peek, CPA
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Senior Audit Manager
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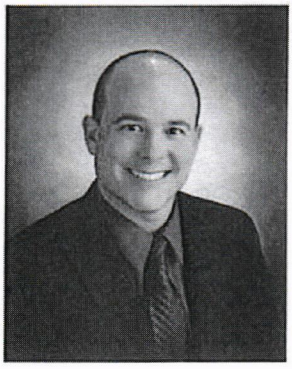

Jeff, a senior manager and CPA, has more than 12 years of auditing experience in the public sector. Jeff obtained a Bachelor of Science degree in Biochemistry with a minor in Business Administration from University of Nevada, Reno. Before joining the firm, Jeff worked for regional and national firms specializing in audits of governmental and nonprofit clients, including county, city, and special district engagements. He participates as a CAFR reviewer within the GFOA Special Review Committee.

Technical experience

- Governmental audits
  - Counties
  - Cities
  - Special districts

Education/professional involvement

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Government Finance Officers Association
- GFOA Special Review Committee for CAFR Awards
- AICPA Advanced Single Audit Certificate

Continuing Education

- Attends a minimum of 20 hours annually of continuing professional education classes, including a minimum of 8 hours of audit and accounting classes, resulting in 120 hours for three-year requirement.

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Paul Phangureh, CPA, CGAP

CliftonLarsonAllen LLP

Senior Associate
Roseville, California

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paul.phangureh@CLAconnect.com

Profile

Paul has experience in supervising, training, and mentoring, conducting research and analyzing accounting issues and resolving audit-related problems. He maintains a good working relationship with clients to enhance customer satisfaction. He will monitor the project team work assignments for timely completion and to meet budget goals. Paul has been involved in the day to day in-charge activities of audit engagements of various clients. He identifies and communicates accounting and auditing matters to the project team and the client. He has performed public sector audits with focus on serving local and state government organizations. He has analyzed, tested, and consulted with clients on internal control procedures and implementation.

Education/professional involvement

- Bachelor of Arts, economics and sociology – organization studies, University of California, Davis/College of Letter and Science
- Master of Science accountancy, San Diego State University/Charles W. Lamden School of Accountancy
- Certified Public Accountant
- American Institute of Certified Public Accountants (AICPA), member
- California Society of Certified Public Accountants (CalCPA), member

Continuing Education (past 3 years)

- Attends a minimum of 20 hours annually of continuing professional education classes, including a minimum of 8 hours of audit and accounting classes, resulting in 120 hours for three-year requirement.

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ATTACHMENT B

Dan Ibarra
CliftonLarsonAllen LLP
Senior Associate
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916-784-7800
dan.ibarra@CLAconnect.com

Dan is a senior associate and has more than three years of auditing experience in the public sector. His experience in audit and assurance services include state and local government agencies including counties, cities and special districts with an emphasis on compliance audits in accordance with the Uniform Guidance. Dan obtained a bachelor of science degree in business marketing from California State University, Sacramento and a master of science degree in accounting from University of Phoenix.

Technical experience

- Governmental audits
  - Counties
  - Cities
  - Special districts
- Federal grant financial and compliance audits

Education/professional involvement

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants

Continuing Education

- Attends a minimum of 20 hours annually of continuing professional education classes, including a minimum of 8 hours of audit and accounting classes, resulting in 120 hours for three-year requirement.

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CliftonLarsonAllen

Joey Judson

CliftonLarsonAllen LLP

Associate
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joseph.judson@CLAconnect.com

Profile

He is has more than four years of auditing experience in the public sector. His experience in audit and assurance services include state and local government agencies including counties, cities and special districts with an emphasis on compliance audits in accordance with the Uniform Guidance. Joey obtained a bachelor's of science degree in business management economics with an emphasis in accounting from University of California, Santa Cruz. He is currently a CPA candidate who is currently studying for the testing to obtain the CPA license.

Technical experience

- State and local government
  - Counties
  - Cities
  - Special districts
- Federal grant financial and compliance audits

Education/professional involvement

- Bachelors of science in business management economics with an emphasis in accounting from University of California, Santa Cruz
- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants

Continuing Education

- AICPA National Governmental Accounting and Auditing Update, 2016

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Quality control procedures and Peer review report

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The most recent peer review report we received expressed a rating of *pass*, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page.

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in OMB *Uniform Guidance*.

Attachment: C18-013 CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

Cherry Bekaert LLP
CPAs & Advisors

System Review Report

To the Principals of CliftonLarsonAllen LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. CliftonLarsonAllen LLP has received a peer review rating of pass.

Cherry Bekaert LLP

Cherry Bekaert LLP
November 21, 2016

Attachment: C18-013 CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

ATTACHMENT C

PROPOSAL COST FORM

County of Colusa
Professional Auditing Services

We, the undersigned, propose to provide the service necessary for the specifications/scope of work. The table below note the all-inclusive fees for each service by each year.

Total All Inclusive Fees	2018	2019	2020
Services	$59,000	$60,700	$67,400

Separate fees by service and year

Audit Year	2018	2019	2020
County Financial Audit	$ 42,000	$ 43,300	$ 44,600
Transportation/Transit Financial Audit	$ 4,500	$4,600	$4,700
Transportation/Transit Performance Audit	$ n/a	$ n/a	$5,000
Federal Financial Assistance Programs Single Audit	$ 10,500	$10,800	$11,100
County's Investment Policy, Investment Portfolio and Risk, and Compliance Audit	$2,000	$2,000	$2,000

Attachment: C18-013 CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

Total hours and rates used to determine All-Inclusive fees above

ATTACHMENT C

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Principals	47	$350	$195	$ 9,165
Managers	68	$295	$165	11,220
Professional Staff	554	$130	$115	63,710
Administrative Staff	28	$100	$80	2,240
Subtotal				$86,335
Less: Professional Discount				(27,335)
Totals:	697			$ 59,000

We further declare that we have carefully read and examined all information to the referenced Request for Proposal. We agree to comply with the County's rules, regulations, and policies.

CliftonLarsonAllen, LLP Name of Company	January 2, 2018 Date
Rich Gonzalez Authorized Signature/Local Representative	916-784-7800 / 916-784-7850 Telephone/Fax Number
Richard Gonzalez, CPA, Principal Type name and Position Held with Company	rich.gonzalez@claconnect.com E-Mail Address
925 Highland Pointe Drive, Suite 450 Mailing Address	Roseville CA 95678 City State Zip

Attachment: C18-013 CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

- Auditing Services

2/6/18

Auditor/Contr

Attachment: C18-013 CliftonLarsonAllen, LLC (10476 : Approve 3rd Modification with CliftonLarsonAllen, LLP)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve lease with Quadient Leasing USA, Inc. for the postage meter to process the County's daily mail using the NASPO State of California Contract 7-22-70-50-04.

Approve lease with **Quadient Leasing USA, Inc.** for the postage meter to process the County's daily mail using the NASPO State of California Contract 7-22-70-50-04.

Detailed Description/Background of request

Purchasing and Procurement requests to enter into a contract with Quadient Leasing USA, Inc. for the postage meter to process the County's daily mail using the NASPO State of California Contract 7-22-70-50-04.

The current lease with Quadient expires in July 2025. The new lease provides new equipment with a monthly lease payment of $387.64 which is a small increase from $371.71 on the previous lease due to inflation. The lease agreement is for 60 months, the same term as the previous agreement.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted. Leasing costs for the duration of the lease are $23,258 and are allocated to the various departments, along with their postage costs.

Action for the Clerk

Please number purchase order, obtain signature and provide to Stacy Woods in Purchasing.

ATTACHMENTS:

- Quadient Lease_Purchase Order (PDF)
- Quadient_Terms & Conditions (PDF)

Customer

Organization	County of Colusa		
DBA			
Address	547 MARKET ST STE 110		
City State Zip	COLUSA	CA	95932-2452
Phone		**Fax**	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #:

7-22-70-50-04 (CA)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales DUNS# 150836872		
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	**Fax**	(203) 301-2600

Ship To

Organization	County of Colusa		
Attention			
Address	547 MARKET ST STE 110		
City State Zip	COLUSA	CA	95932-2452
Phone		**Email**	

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	$387.64	$23,258.40

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXWP30	IX Series 30 lb Weighing Platform
1	IXPWRSTACKER	Conveyor Stacker & Adaptor (IX7 & IX7PRO ONLY)
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig

1) **This order is governed in accordance with the prices, terms, delivery method, and specifications listed above, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V11-2023), which are also available at https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Direct-V11-2023-CA.**

2) **Payments will be sent to:**
Quadient Leasing USA, Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682

3) **Send all correspondence to;**
Quadient Leasing USA, Inc.
478 Wheelers Farms Rd
Milford CT 06461
Phone: 203-301-3400
Fax: 203-301-2600

Authorized by Date

Print Name Title

Attachment: Quadient Lease_Purchase Order (10491 : Approve Lease with Quadient Leasing USA, Inc.)

quadient

Terms and Conditions

GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, Quadient Leasing USA, Inc. "Supplier" refers to either Quadient, Inc., or any other third party that has manufactured, or is providing services related to the Products.

1. **Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 22, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. **Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. **Initial Term; Renewal.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless, at least thirty (30) days before the end of the Initial Term, You: (i) notify Us that You shall return the Products at the end of the Initial Term by calling 1-800-636-7678; and (ii) send written notice to Us in the manner directed by Us when You call, , then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall return the Products pursuant to Section 12 of this Lease.

4. **Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. **Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address specified on the Order Form ("Billing Address"). Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. **Ownership, Use, and Maintenance of Products**. We will own and have title to the Products during the Lease. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operat manuals and to keep the Products in good working order, ordin wear and tear excepted.

7. **Assignment of Supplier's Warranties and Notice of Reus Components**. We hereby assign to You any warranties relating to Products that We may have received from the Supplier. We confi that Quadient, Inc. has warranted that the Products shall be free fr defects in material and workmanship for ninety (90) days after delive GUIDED BY QUADIENT, INC.'S SUSTAINABLE DESIGN AND RESPONSIE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUS COMPONENTS. For more information on our sustainable solutions v https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

8. **Relationship of the Parties**. You agree that You, not V selected the Products and the Supplier, and that We are a separ company from the Supplier and that the Supplier is not Our agent. YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENAN SERVICE, SOFTWARE LICENSE, SUPPLIES OR OTHER CONTRACT WI ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRA IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MON OWED BY YOU TO THEM). If the amount to be paid by You on any su other contract increases during the Initial Term or any Renewal Ter then we will modify the Lease Payment to include that amount.

9. **Default**. You will be in default under this Lease if You fail to p any amount within ten (10) days of the due date or fail to perform observe any other obligation in this Lease. If You default, and You to cure such default within thirty (30) days following receipt of writ notice from Us, We may, without further notice to You, do any one more of the following, at Our option, concurrently or separately: cancel this Lease; (B) require You to return the Products pursuant Section 14 below; (C) take possession of and/or render the Produ unusable, and for such purposes You hereby authorize Us and (designees to enter Your premises, with prior reasonable notice or otl process of law; and (D) require You to pay to Us, on demand liquidated damages and not as a penalty, an amount equal to the s of: (i) all Lease Payments and other amounts then due and past due; all remaining Lease Payments for the then-current term, together w any taxes due or to become due during such term (which You agre a reasonable estimate of Our damages); and (iii) in the event that Y failed to promptly return the Products to Us, an amount equal to remaining value of the Products at the end of the then-current te as reasonably determined by Us. You shall also pay all Our costs enforcing Our rights under this Lease, including reasonable attorne fees and expenses that We incur to take possession, store, repair, dispose of the Products, as well as any other expenses that We n incur to collect amounts owed to Us. We are not required to re-le or sell the Products if We repossess them. These remedies shall cumulative and not exclusive, and shall be in addition to any and other remedies available to Us.

10. **Finance Lease**. You agree that this Lease is a "finance lease" defined in Article 2A of the Uniform Commercial Code ("UCC"). To extent permitted by law, You hereby waive any and all rights a remedies conferred upon You under UCC Sections 2A-303 and 508 through 2A-522, or any similar laws.

11. **Loss; Damage; Insurance**. You shall: (i) b

Attachment: Quadient_Terms & Conditions (10491 : Approve Lease with Quadient Leasing USA, Inc.)

damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. You are required to return the tangible Products under this Lease at Your expense. Upon the termination of this Lease, We shall send You a Return Authorization ("RMA") with instructions on how to return such Products to Us at a location that We designate within the contiguous United States. Those Products must be returned within sixty (60) days of Our issuance of the RMA. The Products must be properly packed for shipment with the RMA number clearly visible, freight prepaid and fully insured. The Products must be received in good condition less normal wear and tear. In the event the Products are not returned to Us within the sixty (60) day period, You shall pay Us an amount equal to the current fair market value at the end of Lease (as reasonably determined by Us).

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OUR MAXIMUM LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-636-7678. All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Quadient Leasing USA, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Written notices to You shall be sent to the Billing Address listed on the Order Form, or, to the Installation Address if the Billing Address is a P.O. Box. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten o agreements between You and Us. The Lease can be changed only a written agreement between You and Us. Any additional terms a conditions referenced on any Purchase Order shall be void and ha no effect on this Lease.

18. Severability. In the event any provision of this Lease shall deemed to be invalid, illegal or unenforceable, the validity, legal and enforceability of the remaining provisions shall not in any w be affected or impaired thereby. The parties agree to replace a invalid provision with a valid provision, which most clos approximates the intent and economic effect of the invalid provisi

19. Waiver or Delay. A waiver of any default hereunder or of a term or condition of this Lease shall not be deemed to be a continui waiver or a waiver of any other default or any other term or conditi but shall apply solely to the instance to which such waiver is direct We may accept late payments, partial payments, checks, or mor orders marked "payment in full," or with a similar notation, witho compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease sh survive any expiration or termination of any government procureme contract that may be related to it. Any obligations and duties which their nature extend beyond the expiration or termination of this Lea shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; Forum Selection; and Attorney's Fe Any and all disputes, including but not limited to contract, to equitable, and/or statutory claims, between or among the parties this Lease, or their affiliates, shall be governed by the laws of the St of Connecticut, without regard to conflicts of law, and shall be broug and maintained exclusively in a state or federal court located in N Haven County, Connecticut. Each of the parties expressly consents the exercise of personal jurisdiction over it by the state and fede courts located in New Haven County, Connecticut. In any litigation other proceeding by which one party, whether in contract, tort, equi and/or a statutory claim, or seeks a declaration of any rights obligations under this Lease, the prevailing party shall be awarded reasonable attorney fees, costs, and expenses incurred.

22. Termination.

22.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into t Lease for at least the entire Initial Term and that You are doing so an essential government purpose. You agree that, prior to t expiration of the Initial Term, you shall not terminate this Lease in or to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fis year, or at the end of any subsequent fiscal year, if appropriated fur are not available to You for the Lease Payments that will be due the next fiscal year. In the event of such a non-appropriation, th You shall provide written notice to Us that states:

> Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. We confirm that we will not replace the Products with similar equipment from any other party in the succeeding fiscal year.

Attachment: Quadient_Terms & Conditions (10491 : Approve Lease with Quadient Leasing USA, Inc.)

22.2 Convenience. You may terminate this Lease at any time and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

23. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Quadient's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Quadient, Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 10 through 17, 20 and 21 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars ($1,000).

4. Postage Meter Maintenance, Inspections, and Location. We v keep the Postage Meter in good working condition during the term this Rental Agreement. The United States Postal Service regulatic may require Us to periodically inspect the Postage Meter. You agr to cooperate with Us regarding such inspections. We may, from ti to time, access and download information from Your Postage Meter provide Us with information about Your postage usage and We m share that information with Our distributors and other third parties a You hereby authorize Us to do so. You agree to promptly update whenever there is any change in Your name, address, telepho number, the licensing post office, or the location of the Postage Met

5. Postage Advances. We do not sell postage. In the event Y require an emergency advance for postage, We, at Our sole discretic may advance You money to reset the Postage Meter. If We do provi such an advance, You agree to repay Us within five (5) days from t time of such advance: (i) the amount of the emergency advance; a (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with t terms set forth in this Rental Agreement, or any other Agreement w Us or any of Our affiliates, including, but not limited to, Quadie Leasing USA, Inc., and Quadient Finance USA, Inc., then We m without notice: (i) repossess the Postage Meter(s); (ii) disable t Postage Meter; (iii) immediately terminate this Rental Agreement; a (iv) pursue any remedies available to Us at law or in equity. You sh also pay all of Our costs in enforcing Our rights under this Ren Agreement, including reasonable attorneys' fees and expenses tl We incur to take possession, store, or repair, the Postage Meter, as w as any other expenses that We may incur to collect amounts owed Us. These remedies shall be cumulative and not exclusive, and shall in addition to any and all other remedies available to Us.

7. Rate Updates.

A. Maintenance of Postal Rates. It is Your s responsibility to ensure that correct amounts are appl as payment for mailing and shipping services. We shall r be responsible for returns for delivery delays, refusals, any other problems caused by applying the incorrect r to mail or packages.

B. Rate Updates. Unless Your Maintenance Agreement s otherwise, We will make available for download up to t (2) free rate updates per calendar year for each applica Product to maintain accurate rates for the services offe by the USPS and other couriers that are compatible w Your covered Products. If any reprogramming is requi because You have moved the Products or Postage Me to a new location, none of the services described in t Section cover the cost to do so. In the event that th are more than two (2) rate updates issued by the USPS any other courier in any calendar year, You agree download the new rates from our server and to promp pay the then-current price for such update.

8. United States Postal Service Acknowledgement of Depc Requirement. By signing this Postage Meter Rental Agreement, Y acknowledge and agree that You have read the United States Pos Service Acknowledgement of Deposit (the "Acknowledgement") a will comply with its terms and conditions, as it may be amended fr time to time.

9. Additional United States Postal Service Terms.

A. By signing this Postage Meter Rental Agreement, Y

Attachment: Quadient_Terms & Conditions (10491 : Approve Lease with Quadient Leasing USA, Inc.)

© Quadient

acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.

B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.

C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.

D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to $10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to $5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.

F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

G. **Privacy Act Statement:** Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit www.usps.com/privacypolicy.

POSTAGE FUNDING ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease") and a Postage Meter Rental Agreement with Quadient, Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a postage funding account and this Postage Funding Account Agreement ("Account Agreemer shall govern Your use of such account. Any defined terms in the Le or Rental Agreement shall have the same meanings in this Acco Agreement, except that "We," "Us," and "Our," refer to Quadi Finance USA, Inc. Sections 12 through 23 of the Lease are here incorporated into this Account Agreement except that any referenc those sections to the "Lease" refers to this Account Agreement.

2. Activation of Account and Annual Account Fee. You here authorize Us, to establish an account in Your name ("Account") funding the purchase United State Postal Service ("USPS") postage use in the Postage Meter. Your Account may also be used to purch supplies, pay for the Postage Meter rental, and obtain certain ot products and services from Quadient, Inc. The establishment of Y Account shall be subject to Our approval. The Account shall be subj to an annual account fee of $36.00, plus applicable taxes (the "Ann Account Fee"). We may increase the Annual Account Fee each ye provided, however, that any such increase shall not exceed the pr year's Annual Account Fee by more than six percent (6%). Any use the Account shall constitute Your acceptance of all the terms a conditions of this Account Agreement and all other docume executed or provided in connection with the Account. The Account n not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yo with the express, implied, or apparent authority to do so (each "Authorized User") uses the Account to receive a postage meter re or obtain other products or services that Quadient, Inc. is authorizec provide, Quadient, Inc. will notify Us of the amount to be applied Your Account balance. If the Account is used to obtain postage, th We will transfer the requested amount of postage to the USPS on Y behalf and Your Account will be charged for the amount of post requested and any related fees, if applicable. You can continue to p pay the USPS for postage and understand that pre-paid postage fu will be used first to pay for postage meter resets. You furt understand that the Account will provide additional available post funds when Your pre-paid account balance is zero ($0). When Y request a postage meter reset, if You have the funds on account w the USPS, those funds automatically will be withdrawn first to pay postage, and any additional amounts due for postage and other f will be billed through the Account under the terms and conditions this Account Agreement. If the Account is used to acquire products services that Quadient, Inc. is authorized to provide, then We shall p the applicable amount to Quadient, Inc. and add such amount to Y Account balance.

4. Payment Terms. You will receive a billing statement for e billing cycle in which You have any activity on Your Accou Payments are due twenty-eight (28) days from the date of Your bill statement. You may pay the entire balance due or a portion of balance, provided that You pay at least the minimum paym amount shown on Your statement. However, if You have exceec the Account Limit, then You must pay the entire amount of a overage, as well as the minimum payment amount shown on Y statement. Whenever there is an unpaid balance outstanding Your Account which is not paid in full by the due date shown on Y billing statement, We will charge You, and You agree to pay, inter on the unpaid balance of the Account for each day from the date transaction is posted to Your Account until the date the unpaid balanc paid in full, at the Annual Percentage Rate (as defined below). Account balance that is subject to a finance charge each day include outstanding balances, minus any payments and cre received by Us on Your Account that day. The Annual Percenta Rate applicable to Your Account will be equal to the lesser eighteen percent (18.00%) per annum or the maximum permitted law. Each payment will be applied to reduce the outstanding balance

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of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish an account limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, including the Late Fee, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further amounts under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadient, Inc., Quadient Leasing USA, Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Late Fee, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice. Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with Quadient USA, Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," a "Our," refer to Quadient, Inc. Sections 11 through 20 of the Lease hereby incorporated into this Maintenance Agreement, except t any reference in those sections to the "Lease" refers to t Maintenance Agreement.

2. Quadient's Terms and Conditions for Maintenance Services. If Order Form indicates that You have purchased maintenance servic then Quadient, Inc., or one of its affiliates, will provide maintena services for the Products in accordance with Quadient, Inc.'s th current maintenance terms and pricing for the level of maintena services that You have purchased. Those services will be provided the entire term of the Lease and are NON-CANCELABLE. The curr version of those terms and conditions are available https://quadientterms.com/Quadient-Maintenance-Terms-V11-20 You agree that You have access to such terms and that they incorporated into this Maintenance Agreement by this reference, a that You shall be bound by such terms as if they were fully sta herein. **Notwithstanding the foregoing, maintenance services are available on HD Office Printer Series products.**

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You h entered a Government Product Lease Agreement with Quadient Leas USA, Inc. (the "Lease"). Any defined terms in the Lease shall have same meanings in this Online Services and Software Agreem ("OSS Agreement"), except that "We," "Us," and "Our," refer Quadient, Inc. Sections 11 through 20 of the Lease are her incorporated into this OSS Agreement, except that any reference those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the lice fees that are included in Your Lease Payment, We hereby grant to a nonexclusive, nontransferable license to use the Software produ including related documentation, described on the Order Form so for Your own use on or with the Products. You warrant and repres that You will not sell, transfer, disclose or otherwise make availa such Software products or copies thereof to third parties; provid however, that the Software products may be used by Your employ or independent contractors using the Products. No title or owners of the Software products or any portion thereof is transferred to Y You acknowledge and agree that there may be additional terms conditions that apply to Your use of any Software provided by Such terms may be provided with the Software, or made available **www.quadient.com/software-terms** and may be supplemented Us or third party licensors, from time to time, by notice to You. acknowledge and agree that You have access to the appropri version(s) of the applicable terms provided at the address above corresponding to Software described on the Order Form at the ti you enter this OSS Agreement. Such terms are incorporated herein this reference and You agree to be bound by such terms as if they w fully stated herein.

3. Software Support. Unless otherwise specified in the applica Software terms, if You have purchased support for the Software, will provide the following during the Initial Term of the Lease: software updates and, if applicable, up to two (2) carrier updates per calendar year in order to keep the Software current and

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compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Support"). At the conclusion of the Initial Term, the Software Support will automatically renew for additional one-year periods at Our then-current fee for such services unless you provide Us with at least sixty (60) days prior to the renewal date that You wish to cancel the Software Support. You acknowledge that the Software may fail to comply with applicable regulations if You do not have Software Support services and that We shall not have any liability in connection with any such failure. If You allow the Software Support to lapse, You may reinstate such services; provided that You pay Us all fees that would have been due from the expiration of Your last Software Support period through the reinstatement date, plus a 15% administrative surcharge.

4. **Use of Websites**. Quadient, Inc. and/or any of Our affiliates, suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

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COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 3rd Modification with Cache Creek Lodge, Inc. for adult rehabilitation services, effective July 1, 2025.

Approve 3rd Modification with **Cache Creek Lodge, Inc.** for adult rehabilitation services, effective July 1, 2025.

Detailed Description/Background of request

Behavioral Health is requesting a third modification to the contract with Cache Creek Lodge Inc. for adult rehabilitation services in order to update the rates for the FY 25/26 and extend the term of the contract.

Cache Creek Lodge is a 40-bed residential substance abuse program utilizing a social model based on the 12-step program and addressing each client's comprehensive needs. Research supports the efficacy of the social model, particularly with indigent populations in which abstaining from alcohol and other substances is reinforced through peer support and expectations of personal responsibility. Clients receive individual and group counseling from trained clinical staff with experience working with previously-incarcerated populations. Cache Creek Lodge teaches courses on financial literacy, seeking employment, and other life skills, balanced with time for experiential art, and recreational therapies.

Behavioral Health requests to extend the term of the contract through June 30th, 2026. Behavioral Health also requests to replace "Attachment A" with an updated "Attachment A" with the FY 25/26 rates of service effective July 1st, 2025.

Prior Board Action

C22-218, C23-149 and C24-104

Fiscal Impact/Funding Source

003-55270-711-0 Budgeted
Not to exceed $100,000 per fiscal year.

Action for the Clerk

Please obtain signatures, number contract and forward to:
Norma Cordero

Cache Creek Lodge, Inc.
435 Aspen Street
Woodland, CA 95695

ATTACHMENTS:

- 3rd Mod_Cache Creek Lodge, Inc (DOCX)
- Attachment A_CCL Scope of Work FY 25-26 Rates (PDF)
- C24-104 2nd Modification Cache Creek Lodge Inc (PDF)
- C23-149 1st Mod. Cache Creek Lodge, Inc (PDF)
- C22-218 Cache Creek Lodge, Inc (PDF)

Third Modification Adult Rehabilitation Services Professional Agreement

This Third Modification of Adult Rehabilitation Services Agreement between County of Colusa ("County"), a political subdivision of the State of California, and Cache Creek Lodge, Inc. ("Contractor"), a California Corporation.

Background

On October 25, 2022, the parties executed Agreement No. C22-218 for the Contractor to provide the County with adult rehabilitation services.

On August 1, 2023, the parties executed the first modification C23-149 to extend the term and add Exhibit B-State Requirements and Exhibit C-HIPAA Business Associate Addendum to the agreement.

On August 6, 2024, the parties executed the second modification C24-104 to update Attachment A and extend the term of the agreement.

The parties now want to modify compensation and extend the term of the contract.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2026.
2. Section 3, Compensation is modified by increasing the not to exceed amount to $100,000 per fiscal year.
3. Attachment A, Scope of Services and Rates is replaced with an updated "Attachment A" Cost Sheet.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CACHE CREEK LODGE, INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Clerk

Attachment: 3rd Mod_Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

CACHE CREEK LODGE, INC.

Residential and Sober Living Services

Cost Sheet **7/1/2025**

Mark all that Apply:

Population Served: ☐ **Male** ☐ Female ☒ Coed

Population(s) Accepted: ☒ PC290 ☒ PC288

Sober Living Environment (SLE): 24

Residential available site capacity Male: 30

Residential Female: 10

Mark all that Apply

☒ Rehabilitative services
☒ Counseling – Individual/Family/Group
☒ Employability and Job Development services and/or referrals
☒ Substance Use Disorder Assessment/Treatment Planning
☒ Cognitive and behavioral skills for stress & anger management
☒ Preventative and primary health care services and/or referrals
☒ General health education services and/or referrals
☒ Practical life skills counseling, educations, and training services
☒ Advocacy and referral

Residential Facility		
Facility Name	Facility Address	
Cache Creek Lodge, Inc	435 Aspen Street Woodland, CA 95695	
Rate Per Day	Total Monthly Rate (30 Days)	Residential Bed Capacity
$ 180.00	$ 5,400.00	40

Sober Living Environment (SLE)	
Facility Name	Facility Address
Cache Creek Lodge, Inc	453, 456,457,461,463 Aspen Street Woodland, CA 95695
Rate Per Day	SLE Bed Capacity
SLE	24
$ 70.00	
Pc 290/288	
$ 75.00	

Attachment: Attachment A_CCL Scope of Work FY 25-26 Rates (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

C24-104

Second Modification Adult Rehabilitation Services Professional Agreement

This Second Modification of Adult Rehabilitation Services Agreement between County of Colusa ("County"), a political subdivision of the State of California, and Cache Creek Lodge, Inc. ("Contractor"), a California Corporation.

Background

On October 25, 2022, the parties executed Agreement No. C22-218 for the Contractor to provide the County with adult rehabilitation services.

On August 1, 2023, the parties executed Agreement No. C23-149 to extend the term and add Exhibit B-State Requirements and Exhibit C-HIPAA Business Associate Addendum to the agreement.

The parties now want to modify Services to be Performed, Term, Compensation and Exhibit A of the Agreement.

Modification

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

1. Section 1 Services to be Performed, is modified as follows:
   "Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Substance Use Rehabilitation Services that are referred by the Colusa County Behavioral Health Department, as more specifically detailed in Attachment "A.""
2. Section 2 Term, is modified to extend the term through June 30, 2025.
3. Section 21, Delete Attachment A and replace with a NEW Attachment A, Scope of Work and Cost Sheet.

COUNTY OF COLUSA

Gary J. Evans, Board Chair — **Date:** 8/6/24

APPROVED AS TO FORM:

Richard Stout, County Counsel

CACHE CREEK LODGE, INC.

Signature — **Date:** 9/3/2024

Norma Ordaz Interim Executive Director
Printed Name and Title

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

Patricia Rodriguez, Deputy Clerk

Attachment: C24-104 2nd Modification Cache Creek Lodge Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

Attachment A

CACHE CREEK LODGE, INC.

Residential and Sober Living Services

Scope of Work and Cost Sheet 7/1/2024

Mark all that Apply:

Population Served: ☐ **Male** ☐ Female ☒ Coed

Population(s) Accepted: ☒ PC290 ☒ PC288

Sober Living Environment (SLE): 24

Residential available site capacity Male: 30

Residential Female: 10

Mark all that Apply

☒ Rehabilitative services
☒ Counseling – Individual/Family/Group
☒ Employability and Job Development services and/or referrals
☒ Substance Use Disorder Assessment/Treatment Planning
☒ Cognitive and behavioral skills for stress & anger management
☒ Preventative and primary health care services and/or referrals
☒ General health education services and/or referrals
☒ Practical life skills counseling, educations, and training services
☒ Advocacy and referral

Residential Facility		
Facility Name	Facility Address	
Cache Creek Lodge, Inc	435 Aspen Street Woodland, CA 95695	
Rate Per Day	Total Monthly Rate (30 Days)	Residential Bed Capacity
$ 180.00	$ 5,400.00	40

Sober Living Environment (SLE)	
Facility Name	Facility Address
Cache Creek Lodge, Inc	453, 456,457,461,463 Aspen Street Woodland, CA 95695
Rate Per Day	SLE Bed Capacity
$ 70.00	24

Attachment: C24-104 2nd Modification Cache Creek Lodge Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

C23-149

First Modification Adult Rehabilitation Services Professional Agreement

This First Modification of Adult Rehabilitation Services Agreement between Colusa County (County), a political subdivision of the State of California, and Cache Creek Lodge, Inc. (Contractor), a California Corporation.

Background

On October 25, 2022, the parties executed Agreement C22-218 for the contractor to provide the County with adult rehabilitation services.

The parties now want to modify the Agreement to extend the term, and add Exhibits B and C to the Agreement

Modification

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

1. Section 2, Term of the agreement is modified to extend the term through June 30, 2024.
2. Section 21 Attachments is modified by adding Exhibit B-State Requirements and Exhibit C-HIPAA Business Associate Addendum to the agreement, attached hereto.

COUNTY OF COLUSA

Date: 8/1/23

Kent S. Boes, Board Chair

APPROVED AS TO FORM:

for

Richard Stout, County Counsel

CACHE CREEK LODGE, INC.

Norma Cordero Date: 8/14/2023

Signature

Norma Cordero Program Administrator

Printed Name and Title

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

Patricia R

Patricia Rodriguez, Deputy Clerk

Attachment: C23-149 1st Mod. Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

EXHIBIT "B"

STATE REQUIREMENTS

A. Additional Contract Restrictions

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

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

C. Noncompliance with Reporting Requirements

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

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

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

1. Trading Partner Requirements

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

b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS

Attachment: C23-149 1st Mod. Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Attachment: C23-149 1st Mod. Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

E. Counselor Certification

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

F. Cultural and Linguistic Proficiency

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

G. Trafficking Victims Protection Act of 2000

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

H. Tribal Communities and Organizations

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

I. Perinatal Practice Guidelines

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

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20
Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

Attachment: C23-149 1st Mod. Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

K. Nondiscrimination in Employment and Services:

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

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

Attachment: C23-149 1st Mod. Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

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

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

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   a) Materials explaining services available to the public

   b) Language assistance

   c) Language interpreter and translation services

   d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

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c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

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

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

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

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

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

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

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all conspicuous physical locations where the Contractor interacts with the public.

   b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

   c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

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

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the

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prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

   a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

   b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

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

T. Intravenous Drug Use (IVDU) Treatment

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

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EXHIBIT "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 American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

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

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

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR

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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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ADULT REHABILITATION SERVICES PROFESSIONAL AGREEMENT

This Adult Rehabilitation Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Cache Creek Lodge, Inc. ("Contractor"), a California Corporation.

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

2. **Term:** This Contract shall begin on October 1, 2022, and shall continue until all requested services are completed, but no later than June 30, 2023.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed One Hundred Thousand Dollars ($100,000.00) per fiscal year, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

   A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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If to Contractor: Cache Creek Lodge, Inc.
Attn: Norma Cordero
435 Aspen Street
Woodland, CA 95695

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

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

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

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

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

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

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

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

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

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

    A. Attachment - Exhibit "A" Scope of Work

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COUNTY OF COLUSA

Date: 10/25/22

J. Merced Corona, Board Chair

CACHE CREEK LODGE, INC

Date: 11/1/2022

Signature

Peter M. Martinez Executive

Printed Name and Title

for Coder Program Director 11/1/22 Direc

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Melissa Kitts

Melissa Kitts, Deputy

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EXHIBIT "A"

Scope of Work & Cost Sheet

Mark all that Apply:

Population Served: ☒ **Male** ☐ Female ☒ Coed

Residential available site capacity Male: 30

Population(s) Accepted: ☒ PC290 ☒ PC288

Residential Female: 10

Wheelchair slots (0) Stairs Mobility Impaired slots (4) Walker or Cain Vision Impaired slots (0) No Alarms Hearing Impaired slots (0) No Alarms

SLE: 24

Mark all that Apply

☒ Rehabilitative services
☒ Counseling – Individual/Family/Group
☒ Employability and Job Development services and/or referrals
☒ Substance Use Disorder Assessment/Treatment Planning
☒ Cognitive and behavioral skills for stress & anger management
☒ Preventative and primary health care services and/or referrals
☒ General health education services and/or referrals
☒ Practical life skills counseling, educations, and training services
☒ Advocacy and referral
☒ Other:

_____

List all costs that make up the unit of service rate.

ALL

Residential Facility Monthly	**$ 5,000**
Daily General Population	$ 166.67
PC 290/288	$ 176.67

SLE (Sober Living) Males Only	**$ 65**
Pc 290/288	$ 75

Attachment: C22-218 Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2022

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

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

PRODUCER	CONTACT NAME: JFM	
Jay McDonnell Insurance 300 Carlsbad Village, #108A-294 Carlsbad, CA 92008 0650517	PHONE (A/C, No, Ext): 760-734-4406	FAX (A/C, No): 760-683-3095
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits Insurance Alliance	10023
INSURED Cache Creek Lodge 435 Aspen St Woodland, CA 95695	INSURER B : Axis Insurance	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Soc. Serv. Prof. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	y	n	2022-01609-NPO	9/3/2022	9/3/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $ 1,000,000 $ $ $ $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	2022-01609-NPO	9/3/2022	9/3/2023		
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	N	2022-01609-NPO	9/3/2022	9/3/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Improper Sexual Conduct	Y	N	2022-01609-NPO	9/3/2022	9/3/2023	each occurence aggregate	250,000 250,000

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

Certificate Holder is named as additional insured as respects their interests in the operations of the named insured.

B: Cyber Insurance CYB105678 R2 2/1/22 2/21/23 Each occurence/aggregate $1,000,000

CERTIFICATE HOLDER

Colusa County
540 Market St, Ste 102
Colusa, CA 95932

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: C22-218 Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2022

PRODUCER
Jay McDonnell Insurance
300 Carlsbad Village, #108A-294
Carlsbad, CA 92008
760-734-4406

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Cache Creek Lodge

435 Aspen St
Woodland, CA 95695

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Service American Indemnity Com	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SATIS0400301	2/14/22	2/14/23	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of insurance only

*10 day notice for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Attachment: C22-218 Cache Creek Lodge, Inc (10540 : Approve 3rd Modification with Cache Creek Lodge, Inc.)

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Approve a Contract with Don C. George, Inc. dba, George Roofing for the reroofing and gutter installation at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.**

Approve a Contract with **Don C. George, Inc. dba, George Roofing** for the reroofing and gutter installation at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.

Detailed Description/Background of request

The roof on the Colusa Ambulance Facility located at 1259 Market Street in Colusa needs to be replaced. This facility was renovated during the 2022/2023 fiscal year, however the roof was not replaced at that time due to time constraints with getting the ambulance staff moved into the building per the contract with American Medical Response (AMR).

A Request for Bid (RFB) was issued and three responsive bids were received:

Don C. George, Inc dba, George Roofing	$14,944.00
Michael Roberts Construction	$20,960.00
United Building Contractors	$24,500.00

Bids have been reviewed by the Maintenance Lead and Assistant CAO with the recommendation to award the bid to Don C. George, Inc dba, George Roofing.

Prior Board Action

BOS approved specifications and working details on February 25, 2025.

Fiscal Impact/Funding Source

Budgeted - will be funded through the emergency medical ground transportation fund 316

Action for the Clerk

Please number contract, register the project with DIR, obtain signatures and provide contract to Molly West for disbursement to Contractor.

ATTACHMENTS:

- Contract_George Roofing (DOCX)
- Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (PDF)

C25-_____

Colusa Ambulance Facility Roof Project

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Don C. George, Inc., dba George Roofing ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services for the reroof and gutter installation at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** All work under this contract shall be completed no later than June 15, 2025.

3. **Compensation:** County will pay Contractor compensation not to exceed $14,944, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. 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

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

10. Guarantees

A. The Contractor shall guarantee all services provided in fulfillment of paragraph 1 above, and shall require each Subcontractor to guarantee their own work, against defective material or faulty workmanship for a minimum of one year after the date of Notice of Completion is issued. In addition, all standard manufacturer warranties shall be passed to the County which may extend the warranty period beyond one year.

B. The County retains all rights and remedies provided by law including those pertaining to latent defects.

C. If repairs are required in connection with guaranteed work, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

1) Place in satisfactory condition in every detail all of such guaranteed work.

2) Make good all damage to the building, site, equipment, furniture, or contents which, in the opinion of the County, is the result of work not in

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed work.

D. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein they shall restore such disturbed work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.

E. A new full-term guarantee period shall apply to repaired work upon completion of repairs.

F. If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from County, the County may remedy the Contractor's failure by whatever means the County deems expedient. The County may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by County pursuant to this Section shall be paid by Contractor.

11. Liquidated Damages

A. The parties agree that should the work not be complete, as acknowledged with an executed Notice of Completion within the Term as specified in paragraph 2 above, damages will be sustained by the County. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the County will sustain in the event of and by reason of such delay in completing the work; and it is therefore agreed that the Contractor will pay the County $250 per day for the County's liquidated damages. In the event the Contractor fails to make such payment, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due not be sufficient to cover the amount owed, the County shall have the right to recover the balance from the Contractor, from other contracts between Contractor and County, or from the Contractor's sureties or any other means as allowed by law.

12. 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.

13. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

14. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

15. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

16. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

17. **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.

18. **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.

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

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

If to County:	County of Colusa 547 Market St., Suite 102 Colusa, Ca, 95932
If to Contractor:	George Roofing 6810 Lincoln Blvd Oroville, Ca, 95966

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

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

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

C25-_____

Attachments include:

A. Attachment "A" Scope of Work
B. Attachment "B" Bid

COUNTY OF COLUSA

_____Date_____
Daurice Smith, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

DON C. GEORGE, INC. DBA GEORGE ROOFING

_____Date_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

C25-_____

Attachment A
Scope of Work

Colusa Ambulance Facility
1259 Market Street, Colusa Ca 95932

1. Remove existing roof shingles down to wood deck and dispose of debris. Roof measurements are roughly 15'x45'x2 (Roughly 1,350 sq. ft.) and dispose of all debris.

2. Inspect for dry rot. If dry rot is found, contact County Maintenance Supervisor and advise of necessary repairs and cost. Repair all necessary areas as approved.

3. Remove, replace and seal all sheet metal flashings, vents, pipes and curb details to properly tie into new roofing system.

4. Install new HPR underlayment for thermal and moisture protection.

5. Install new composition shingles per manufacturer's specifications included with this scope.

6. Install 100' of 5" seamless gutter system with downspouts located at the northwest and southwest comers. White in color

7. Must provide a minimum manufacturer's warranty of 50 years on all roofing products and five-year labor installation warranty for water tightness. Include warranty information with bid.

8. Maintain a safe and clean job site during the roofing project. Leave work site clean and clear of all debris

9. A Certificate of Completion will be issued upon final inspection and the correction (if needed) of any roofing performance issues

Attachment: Contract_George Roofing [Revision 2] (10514 : Approve contract with Don C. George, Inc. dba, George Roofing)

BID WORKSHEET
Colusa Ambulance Facility

NAME **GEORGE ROOFING (DON C GEORGE INC. a California Corp.)**

ADDRESS **6810 Lincoln Blvd**

CITY **Oroville** STATE **CA** ZIP CODE **95966** PHONE **530-533-6393**

DIR #: **1000005383** Contractor License# **452266** Exp: **02/28/2026**

ITEM	PRODUCT	PRICE
1	ROOFING MATERIAL & EQUIPMENT COSTS	$ **8,592.00**
2	LABOR	$ **6,352.00**
3	OTHER (Specify)	$ ---
4	UPFRONT COST PER SQUARE FOOT TO REPLACE ANY DRY ROT FOUND AND/OR TO REPAIR ANY OTHER DAMAGED OF SURFACE. $**15** /SQ. FT.	
	GRAND TOTAL	$ **14,944.00**

Contractor shall include a detailed copy of their bid estimate as backup to this bid worksheet

VENDOR

Signature

DANIEL DELANY
Name (Printed or Typed)
CORP. SECRETARY

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

This bid is made this 4TH day of APRIL, 2025.

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

Attachment B

GEORGE ROOFING
6810 LINCOLN BLVD
OROVILLE CA 95966
SLC# 452266
PWR# 1000005383

PHONE: (530) 533-6393
FAX: (530) 533-0287
CELL: (530) 693-1771

WE DO ROOFING RIGHT!

BID ESTIMATE

Date: 04-Apr-2025

Attn: Clerk to the Board of Supervisors
TO: County of Colusa
547 Market Street, Suite 102
Colusa CA 95932

PROJECT ADDRESS:
Colusa Ambulance Facility
1259 Market Street
Colusa CA 95932

We propose to furnish the materials and labor to complete the following;

Complete Shingle Re-Roof;

1 Per attached Scope of Work

Total Price: $ 14,944.00

Terms & Conditions:

+ Full balance due on completion.
+ Amounts unpaid after 30 days are subject to Liquidated Damages of 1-1/2% (18%APR).
+ All listed prices are cash discounted 3%, payment other than cash/check will forfeit this discount.

Note 1: California Building Code requires compliance with Title 24 Energy Standards over air conditioned areas with attic ductwork. This can be satisfied by having R30 attic insulation, code insulated ductwork, or by installing a Cool Roof Compliant Shingle. Some standard White shingle are compliant and other colors in Cool Roof Shingles are available, but are substantially more expensive than standard shingles. Cool Roof compliant shingles only benefit during warm/hot weather, therefore we recommend having R30 attic insulation with a year-round benefit.

Note 2: We can not install roofing over wood rot, if discovered, it must be repaired. We can complete the repair for an extra cost of labor time and materials or you can have the repair done by others.

Note 3: Our Company has a current and valid contractors license from the CSLB, please check us out at www.clsb.ca.gov and enter our license number 452266. We carry General Liability Insurance with limits of $1,000,000/occurrence and $2,000,000 aggregate. We also carry Workers' Compensation Insurance, with a limit of $1,000,000/occurrence.

Thank You

Guy Burns
(530) 965-2752 Cell

Accepted by;	
Signature	Date
Print Name	Title

(This proposal may be withdrawn if not accepted within 30 days)

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

SUBCONTRACTOR'S LIST

Name	DIR #	Address	Description of Work Subcontracted
NONE			

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

Attachment B

GEORGE ROOFING
6810 LINCOLN BLVD
OROVILLE CA 95966

SCL#: 452266
PHONE: (530) 533-6393
FAX: (530) 533-0287

WE DO ROOFING RIGHT!

LIMITED WARRANTY

The contractor signatory below, Don C George Inc. hereby guarantees that the **re-roof** performed on or upon; **Colusa Ambulance Facility Roof**
owned by; **County of Colusa**
to be free from defects in materials and workmanship for a period of **five (5) years** from the date of completion.

This Standard Limited Warranty applies and is limited as follows:

1. To the construction work performed that has not been subject to accident, misuse or abuse.
2. To the construction work that has not been modified, altered, defaced and/or had repairs made or attempted by others.
3. That owner or his/her agents immediately notify the contractor in writing within 2 days of first knowledge of defect.
4. That the contractor shall be given first opportunity to make repairs, replacements and/or corrections to the defective construction at no cost to the owner within a reasonable period of time.
5. Under no circumstances shall the contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.
6. Excluded from this warranty are materials and workmanship covered by warranties by others.

04/04/2025

Dan DeLany, Partner/Business Mgr Date

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

PABCO® Roofing Products

Exceptional People. Remarkable Products.®

LIMITED SHINGLE WARRANTY

This warranty is only valid when PABCO® Roofing Products shingles are purchased and applied in the United States or Canada. This warranty specifically warrants that PABCO Roofing Products shingles are free from manufacturing defects that adversely affect their performance. The warranty provisions and limitations described herein are shown in the attached Reference Tables.

• LIMITED LIFETIME WARRANTY:

For designated products, the Limited Lifetime Warranty is offered to the original homeowner* on single family residential structures only. Single family residential structures do not include commercial structures of any kind, including, but not limited to, apartments, townhomes, condominiums, or other structures where multiple dwelling units are covered by a common roof. The Limited Lifetime Warranty is non-prorated per Table 1. After 480 months, the residual value remains at 20% of the original shingle purchase price.

For the purpose of this warranty, the original homeowner is defined as the purchaser of PABCO Roofing Products shingles at the time of installation for the purpose of roof repairs or replacements on existing homes, or the first occupier of the dwelling for the purpose of new construction.

• TRANSFERABILITY:

Upon transfer of ownership, the Limited Lifetime Warranty coverage ceases and reverts to a fully transferable, prorated 30, 40, or 50-year warranty period (see Reference Table 1 for details). See "Prorated Coverage" (as described below) for details.

• WARRANTY FOR ALL OTHER STRUCTURES:

The Limited Lifetime Warranty is only applicable to single family residential structures. The warranty lengths for all other structures are 30, 40 and 50 years, as shown in Reference Table 2 (excluding the special limited coverage, detailed below in Reference Tables 1 and 2). These structures include, but are not limited to, non-residential structures of any kind, apartments, town homes, condominiums, or other structures where multiple dwelling units are covered by a common roof.

• WARRANTY LIMITS:

Excluding "Unvented Roof Deck", the warranty term for PABCO Roofing Products shingles varies from 30 years to a Limited Lifetime depending on the type of shingle purchased (see Reference Tables). PABCO Roofing Products' warranty obligation to the owner ends when:

1. The shingles reach the end of their warranted life as set forth in Reference Tables 1 and 2.
2. The then-current owner re-roofs with another product.
3. A claim settlement has been reached, which includes and requires a release of all future liabilities.

• VENTILATION REQUIREMENTS:

To prevent harmful condensation, air must circulate freely under the roof deck with air flow in all areas. A minimum of 1 ft^2 of total net free ventilating area is required for each 150 ft^2 of ceiling area. 1 ft^2 for each 300 ft^2 of ceiling area may be allowed if at least 40% and not more than 50% of the required ventilating area is provided by attic exhaust vents located in the uppermost portion of the attic or rafter spaces. Roof systems that are not in compliance with this ventilation requirement are considered an "Unvented Roof Deck". For these roof systems, the warranty protection is limited to 10 years of prorated coverage for replacement of shingles which exhibit a manufacturing defect that adversely affects their performance.

• NON-PRORATED COVERAGE:

The period for non-prorated protection against manufacturing defects that adversely affect shingle performance can run up to 20 years, depending on the product and application. See Reference Tables 1 and 2 (and "Ventilation Requirements" above) for product specific details.

This non-prorated protection period includes replacement product (if available) and reasonable installation costs to repair or replace as PABCO Roofing Products determines, after a formal claim has been processed and accepted. Reasonable tear-off and disposal costs may be covered for certain products (see Reference Tables for details).

PABCO Roofing Products reserves the right to substitute product of similar quality and color if original product is not available. Items not covered under this limited warranty include metal work, flashing, or other related work. After the non-prorated warranty coverage expires, PABCO Roofing Products will base the settlement on the number of months of use that the shingles have performed through the date of the filing of the claim and reduce the amount of payment proportionally for the balance of the warranty. The Prorated Coverage information follows.

☎ 253.272.0374 ☎ 800.426.9762 253.572.4997 www.pabcoroofing.com 1476 Thorne Road, Tacoma, WA 98421-3207

a division of **PABCO** building products, LLC

Revised May 2023

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

• PRORATED COVERAGE:

After the non-prorated period ends, protection during the balance of the warranty against manufacturing defects that adversely affect shingle performance is known as "Prorated Coverage". It is limited to the reasonable cost of replacement shingles (reduced by the months of use). PABCO Roofing Products, at their sole discretion, reserves the right to provide replacement shingles as an alternative to paying the cost to repair or replace defective shingles.

• ALGAE DEFENDER®:

PABCO Roofing Products manufactures and makes available (on a regional basis) different types of algae resistant shingles featuring Algae Defender®. Shingles designated and sold as Algae Defender® are warranted to be free from obvious and unsightly black streaks caused by blue-green algae (cyanobacteria) for the "Algae Resistance Warranty" coverage period indicated in the Reference Tables.

If Algae Defender® shingles develop obvious and unsightly black streaks caused by blue-green algae (cyanobacteria) within the first 20 years after application, at its discretion, PABCO Roofing Products will repair, replace, or clean the affected shingles.

This coverage is limited to obvious and unsightly black streaks caused by blue-green algae (cyanobacteria) and does not apply to green algae, moss, mold, or any other staining determined not to be blue-green algae (cyanobacteria). To qualify for the Algae Defender® warranty, both the shingles and the hip and ridge must feature Algae Defender®.

• WIND WARRANTY PROTECTION:

Reference Tables 1 and 2 detail the maximum wind velocity and length of coverage for the Wind Warranty protection for each shingle product. The high wind warranty is available for new construction or re-roof with complete tear-off. Eligible shingles must be properly installed with six (6) nails as per application instructions, PABCO Roofing Products Universal Starter at the rakes and eaves, and Paramount® Starter at the eaves (when required). See the Application Instructions for the product being installed for additional details. This Wind Warranty protection does not apply to shingles which have not yet had the time and temperature exposure needed for Thermal Sealing (as defined below).

Thermal Sealing of Self-Sealing Shingles Defined: PABCO Roofing Products shingles contain self-sealing asphalt strips that must be subjected to direct warm sunlight to reach a temperature that activates the sealant strip before thermal sealing will occur. When shingles are installed during cool weather conditions, they may not seal until the temperature is high enough and lasts long enough to develop sealing conditions. Shingles applied in winter months which do not receive direct sunlight may not reach adequate surface temperatures and may not seal. This is the nature of self-sealing shingles and failure to seal under these conditions is not a manufacturing defect.

• WHAT IS NOT COVERED:

PABCO Roofing Products is not liable under this limited shingle warranty due to any roof failure other than those caused by manufacturing defects in the shingles. PABCO Roofing Products is not responsible for application, performance, or the consequences of failures of the full roof system unless the failure is resulting from a manufacturing defect in the shingles that adversely affects their performance. While this warranty describes certain benefits available to the owner, it is not an assurance that the shingles will remain serviceable for the length of the entire warranty period. In addition, after the shingles leave the manufacturing facility, they may be subjected to conditions and handling that affects their performance which is beyond PABCO Roofing Products' control. This warranty does not cover conditions that may affect product performance but are not related to manufacturing defects, including but not limited to the following:

1. Violent, unusual weather conditions or acts of God such as, but not limited to, hailstorms, lightning, or winds greater than the wind limits stated for each shingle product in Reference Tables 1 and 2.

2. Shingles applied and exposed to normal wind areas without the recommended number of nails in the proper location on the shingle:
   - fewer than four (4) nails in the proper location for Premier, Prestige and Tahoma
   - fewer than five (5) nails in the proper location for Cascade™, Paramount and Paramount Advantage®
   - fewer than six (6) nails in the proper location in areas where local knowledge indicates exposure to high winds is likely

In areas where local knowledge indicates high-wind exposure is likely, a minimum of six (6) nails must be in the proper location on the shingle as per the product packaging.

3. Damage or long-term consequences to the shingle roof system resulting from or caused by structural changes, alterations, additions, settlement, distortion, failure, or cracking of roof deck, walls, or foundation of the building or caused by the installation of equipment such as signs, air-conditioning equipment, or solar photovoltaic devices installed on or above the shingle roof system.

4. Damage to the shingles caused by residential or commercial grade cleaners, sealants, treatments, or solvents.

5. Defects in, or failure of, or damage caused by materials used as a roofing base over which the shingles are applied.

6. Damage caused by foot traffic of any kind, resulting in such damage as scuffing, cracking, or granule loss.

7. Shingles installed on "Geodesic Dome" construction are not warranted nor approved under any circumstances.

8. Appearance-related issues where there is no failure of the performance of the shingles including, but not limited to, surface cracks, fissures, granule loss, or coloration.

9. Damage to the sealant strip caused by dust, sand, or foreign matter preventing the sealant strip from activating and sealing the roofing shingles.

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Damage to or failure of the roof system resulting from failure to follow the maintenance practices detailed in the PABCO Roofing Products technical bulletin Recommended Maintenance Practices. A copy of this technical bulletin is available upon request or on PABCO Roofing Products' website: www.pabcoroofing.com.

PABCO Roofing Products reserves the right to discontinue or modify any of its shingle products, including the color of the shingles, without notice to the present owner and shall not be liable for any such discontinuance or modification.

• DISCLAIMER OF WARRANTIES:

PABCO ROOFING PRODUCTS WARRANTS THAT ON THE DATE THE SHINGLES ARE MANUFACTURED AND FOR SHINGLES APPLIED ON OR AFTER MAY 1, 2023, THEY WILL MEET PABCO ROOFING PRODUCTS' STANDARD SPECIFICATIONS FOR THE RESPECTIVE SHINGLE AND WILL BE FREE FROM DEFECTS IN MATERIAL AND MANUFACTURE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS DESCRIBED WITHIN THIS LIMITED SHINGLE WARRANTY DOCUMENT. THE WARRANTY CONTAINED IN THE PRECEDING SENTENCE IS THE EXCLUSIVE WARRANTY GIVEN BY PABCO ROOFING PRODUCTS AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. IN ADDITION, THIS LIMITED WARRANTY REPLACES AND SUPERCEDES ALL PRIOR WARRANTIES. PABCO ROOFING PRODUCTS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES – WHETHER EXPRESS, IMPLIED OR STATUTORY – INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

• LIMITATION ON LIABILITY:

IN NO EVENT SHALL PABCO ROOFING PRODUCTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN.

• THE CLAIM PROCESS:

To initiate a claim against this warranty, PABCO Roofing Products must be notified within 30 days of discovery of an alleged manufacturing defect, prior to roof repairs or replacement, or the expiration of the warranty. The claimant may initiate a claim at www.pabcoroofing.com/warranty/claims or call PABCO ROOFING PRODUCTS at 800-426-9762 or 253-272-0374 to request a claim packet.

When a claim packet is submitted, the homeowner's section must be filled out completely, signed, and dated. The claimant must provide proof of purchase, three (3) full shingles that clearly demonstrate the alleged defect and provide photos which show the scope of the complaint. All required claim information is the responsibility of the claimant and is to be forwarded to the address above at the cost of the claimant before the warranty has expired as described above in "Warranty Limits". All photos, samples, and/or documents provided become the property of PABCO Roofing Products and may not be returned.

Once the claim package is received, the complaint will be analyzed per the terms and limitations described in this warranty, and PABCO Roofing Products will endeavor to formally respond to the claimant within forty-five (45) days.

• WARRANTY REGISTRATION:

Registration of the warranty is optional. You may register online at www.pabcoroofing.com/warranty-registration. Alternatively, you may fill out the registration card below and mail it to: PABCO Roofing Products, Warranty Registration, 1476 Thorne Road, Tacoma, WA 98421.

Revised May 2023

ORIGINAL HOMEOWNER WARRANTY REGISTRATION

Owner's Name

PABCO® Roofing Products' Product and Color

Address

Quantity Applied

City/State/Zip Code

Date of Application

Phone Number (including area code)

Owner's Signature

Email

Cut along the dotted line and mail to:
PABCO® Roofing Products, Warranty Registration
1476 Thorne Road, Tacoma, WA 98421

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

REFERENCE TABLE 1
WARRANTY - SINGLE FAMILY RESIDENCE

PRODUCT	WARRANTY, ORIGINAL HOMEOWNER	SUBSEQUENT HOMEOWNERS WARRANTY/ TRANSFERABILITY	NON-PRORATED COVERAGE	WIND WARRANTY COVERAGE	WARRANTED WIND VELOCITY (STANDARD APPLICATION/ HIGH WIND APPLICATION)	ALGAE RESISTANCE WARRANTY
Paramount Advantage®	Limited Lifetime	50 Years Fully Transferable	20 years†	15 Years	110 mph/130 mph	20 Years
Paramount®	Limited Lifetime	50 Years Fully Transferable	20 Years†	15 Years	110 mph/130 mph	20 Years
Cascade™	Limited Lifetime	50 Years Fully Transferable	20 Years†	15 Years	110 mph/130 mph	20 Years
PABCO Prestige®	Limited Lifetime	40 Years Fully Transferable	20 Years†	15 Years	110 mph/130 mph	20 Years
PABCO Premier®	Limited Lifetime	30 Years Fully Transferable	15 Years†	15 Years	110 mph/130 mph	20 Years
Premier Radiance®	Limited Lifetime	30 Years Fully Transferable	15 Years†	15 Years	110 mph/130 mph	20 Years
Tahoma®	30 Years	30 Years Fully Transferable	5 Years†	5 Years	60 mph	20 Years
Any PABCO® shingle installed over any unvented deck	10 Years	10 Years Fully Transferable	0 Years	1 Year	60 mph	10 Years

REFERENCE TABLE 2
WARRANTY - ALL OTHER STRUCTURES

PRODUCT	WARRANTY	TRANSFERABILITY	NON-PRORATED COVERAGE	WIND WARRANTY COVERAGE	WARRANTED WIND VELOCITY (STANDARD APPLICATION/ HIGH WIND APPLICATION)	ALGAE RESISTANCE WARRANTY
Paramount Advantage®	50 Years	1 Transfer	15 years†	15 Years	110 mph/130 mph	20 Years
Paramount®	50 Years	1 Transfer	15 Years†	15 Years	110 mph/130 mph	20 Years
Cascade™	50 Years	1 Transfer	15 Years†	15 Years	110 mph/130 mph	20 Years
PABCO Prestige®	40 Years	1 Transfer	15 Years†	15 Years	110 mph/130 mph	20 Years
PABCO Premier®	30 Years	1 Transfer	15 Years†	15 Years	110 mph/130 mph	20 Years
Premier Radiance®	30 Years	1 Transfer	15 Years†	15 Years	110 mph/130 mph	20 Years
Tahoma®	30 Years	1 Transfer	5 Years†	5 Years	60 mph	20 Years
Any PABCO® shingle installed over any unvented deck	10 Years	1 Transfer	0 Years	1 Year	60 mph	10 Years

See the full warranty text for details.
†Reasonable cost of replacement material, installation labor, tear-off, and disposal.

Revised May 2023

ORIGINAL HOMEOWNER WARRANTY REGISTRATION

Complete back side, cut along the dotted line and mail to:
PABCO® Roofing Products, Warranty Registration
1476 Thorne Road, Tacoma, WA 98421

PABCO® Roofing Products
Exceptional People. Remarkable Products.®

Attachment: Attachment B_BID-George Roofing (Don C George Inc. a Calif Corp.) (10514 : Approve contract with Don C. George, Inc. dba,

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Approve purchase of a hot box asphalt trailer from Spaulding Mfg, Inc. Utilizing Sourcewell in the amount of $57, 314.81 and authorize the Purchasing Agent to sign the purchase order.**

Approve purchase of a hot box asphalt trailer from Spaulding Mfg, Inc. utilizing Sourcewell in the amount of $57,314.81 and authorize the Purchasing Agent to sign the purchase order.

Detailed Description/Background of request

The Public Works Department is requesting to purchase one "hot box" asphalt trailer, which heats the asphalt mix to use for patching roads. Currently, the Roads Department is using a cold mix which does not adhere to the existing road/pothole surface as well resulting in the patch falling apart more quickly. By using the hot mix asphalt, along with the hot oil prior to application (applicator and tank is included with this trailer) and compaction roller (also included), it will significantly improve the adhesion of the patching on the roads.

Sourcewell was utilized to obtain the quotes which is a municipality oriented quote service. There were only two quotes available for this item:

Falcon Road Maintenance Equipment	$63,986.00
Spaulding Mfg, Inc.	$57,314.81

Public Works requests approval of purchase order number 61004302025A to purchase the hot box asphalt trailer from Spaulding Mfg, Inc. in the amount of $57,314.81 and authorize the Purchasing Agent to sign.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted, 007-57370-610

Action for the Clerk

Please have the Purchasing Agent sign the purchase order and return to Stacy Woods in Purchasing.

ATTACHMENTS:

- PO 61004302025A (PDF)

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

Purchase Order No.
61004302025A

PURCHASE ORDER

VENDOR	Spaulding Mfg. Inc
NAME	Alan Young
ADDRESS	5366 E Rd
	Saginaw, MI 48601
PHONE	989.777.4550 Office / 989.295.0341 Cell
	alan@spauldingmfg.com

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

DELIVERY ADDRESS	
NAME	**Colusa County Public Works**
Contact	**Chris Rogers**
Address	**5714 E. St., Williams, CA 95987**
PHONE	**530.473.5301** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
04.30.2025	Stacy Woods			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1			3 - Ton Hot Box Asphalt Trailer		$59,325.00
1			Hopper Upgrade		$3,500.00

BASED ON ATTACHED QUOTE #
31420251A Yrev1

SUBTOTAL	$62,825.00
SHIPPING	$2,500.00
CA Sales Tax .0825%	$5,183.06
MUNICIPALITY DISCOUNT @ 21%	-$13,193.25
TOTAL	$57,314.81

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

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: PO 61004302025A (10525 : Approve purchase of budgeted fixed asset)

Spaulding Mfg., Inc.	QUOTE FORM For Standard Equipment Purchases	Quote No.:	31420251A Yrev1	Date Prepared:	3/14/2025

This Quote is prepared by Spaulding Mfg., Inc. To process an order a Purchase Order must accompany this quote and be sent to Spaulding Mfg., Inc.

Company:	Colusa county Public Works	Ship to Address:	
Contact Person:	Chris Rogers		
Phone:	530-473-5301		
Fax:			
Email:	crogers@countyofcolusa.org		
Description	3 Ton Roadsaver Asphalt Trailer Non- Dumping (3TRS)		

A. Product Base Unit Price: $29,500.(

B. Options - Itemize below - Attach additional sheet if necessary.

Operational Options Description	Cost	Operational Options Description	Cost
Diesel Burner 105000 BTU's (SPDSHT)	$1,975.00	Bulldog 500 Roller 850 lbs compaction	$3,850.(
Hydraulic Dumping Hopper (SPMIHDHT)	$5,900.00	Bulldog 500 roller mounting basket	$1,500.(
Manual Top Doors Spring Asst. STD	std		
Hydraulic Rear Unloading Doors (SPMIHRDS)	$2,200.00		
Hydraulic Tamper Lift (SPMIHTL)	$2,850.00		
30 Gallon Heated Tack Tank (SPMI30GTT)	$3,650.00		
Spray System for Heated Tack Tank (SPMISSTT)	$3,650.00	**Safety Options Description**	
Hose Reel for Heated Tack Tank (SPMIHR)	$950.00	Amber LED Strobe (SPMISLEDSLB)	$550.(
Solvent Tank For Cleaning Shovels (SPMISST12)	$550.00		
Catwalk Platform/ Steps Hopper Access (SPMICW2-4T)	$1,650.00		
5 Piece Tool Holder (SPMITH5)	$550.00		
Automatic Temperature Control, 12vDC Operation	**std**		
All LED Lighting	**std**		
18-34" Adjustable Hitch, 28" Long Tongue, 3" Pintle	**std**		
3/8 HD Safety Chains	**std**		
Tandem 7000# Axle w/ Electric Brakes & Break-Away	**std**	**Subtotal From Additional Sheet(s):**	
4-4in LED Stop, Turn and Tail Lights	**std**	**Subtotal B:**	$29,825.(

C. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B)

Quantity Ordered:	1	X Subtotal of A + B :	$59,325.00	=	Subtotal C:	$59,325.(

/ Installation / OPTIONS

Description	Cost	Description	Cost
2025 Frame upgrade/hopper upgrade	$3,500.00	**Estimated Shipping**	$2,500.(
2 houe Virtual Zoom Training	N/C	**Burner Tune Up Kit Maintenece**	N/
GVWR 9998 LBS		Municipality Discount 21%	-$13,193.2
1 Year Warranty		**1 Manual Included**	**Subtotal D:**

Delivery Date:	**90 to 120 days ARO**	**F. Total Purchase Price (C+D):**	$52,131.1

Attachment: PO 61004302025A (10525 : Approve purchase of budgeted fixed asset)

FALCON
Road Maintenance Equipment

PCA/BUYBOARD/NASPO PRICING

2600 W Salzburg, Freeland, MI 48623
Phone: (989) 495-9332

Quote Date:	Quote Good Through:	Requested By:	Customer:
4/22/2025	6/22/2025	Doug	Colusa County, CA

Additional Comments: Net 30 Days - Delivery 60-90 days - 2 year machine and lifetime frame warranty included

Model	Description	Price
3T1B-D	**3 Ton Transporter - Diesel** 12 volt batteries, Triple Wall Construction, Fully insulated, Automatic Temperature Control, VIP, One-piece seamless ceramic combustion chamber, conspicuity tape Diamond Tread Plate Hopper Access Platform, Battery charger package Electric Brakes with safety breakaway Tandem axle trailer frame - 2"x6"x1/4" Tubular steel 16" tires - Load Range E **Included Options:** Single Diesel burner Dump Box Standard frame - 16' Falcon Smart Control package includes: 7 day timer, fuel level gauge, hour meter, voltmeter, temperature gauge LED Lighting package includes: Two red stop/tail/turn lights and one amber strobe per side, Warning Strobe light, LED night work lights Release agent basket, 3 position tool holder, hopper access step Combo package: 24"x24" compactor basket, Hoist with 12v winch, 30 gallon heated insulated tack tank, Rejuvenator spray system with hose reel	$52,946.00
	Additional Options: (To be added to base price) Bomag 18/45-2w	$3,981.00
	Freight to: Colusa, CA	$7,059.00
	Plus Applicable Sales Tax	
	Total with all options and freight:	**$63,986.00**
	Acceptance: Date:	

Attachment: PO 61004302025A (10525 : Approve purchase of budgeted fixed asset)

COUNTY OF COLUSA, CA

2.10

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Agreement (No. 5227-COLUSA863) with the Board of State and Community Correction and approve Amendment 1 to the agreement extending the term and authorize Sheriff Joe Garofalo to sign.

Ratify Agreement (No. 5227-COLUSA863) with the **Board of State and Community Correction** and approve Amendment 1 to the agreement extending the term and authorize Sheriff Joe Garofalo to sign.

Detailed Description/Background of request

The Colusa County Sheriff's Office continues progress with construction of the Colusa County Detention and Treatment Facility (CCDTF). The facility will be located directly adjacent, and connected to the existing Colusa County Jail at 929 Bridge Street in Colusa, CA. The new CCDTF has been planned to replace the existing, antiquated offender housing with a new, modern 96-bed facility.

Per the Board of State and Community Corrections our current contract with the State of California Department of General Services to pay invoices is set to expire on June 30, 2027. Based off the anticipated Certificate of Occupancy and bond sale timing, the term of the contract will need to be extended. The extended contract will expire on December 31, 2028.

The Sheriff's Office requests approval of this Amendment 1 to Agreement Number 5227-COLUSA863 with the Board of State and Community Corrections extending the contract through December 31, 2028 and authorize Sheriff Joe Garofalo to sign the agreement.

Additionally, Agreement Number 5227-COLUSA863 was signed on May 3, 2023 by Sheriff Joe Garofalo but was not brought back to the Board at this time due to an administrative oversight. Staff now requests that this document be ratified.

Prior Board Action

C17-059a - Board of State and Community Corrections Jail Construction Agreement.
C23-073 - First Amendment Board of State and Community Corrections Jail Construction Agreement.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please number agreement and provide copy to Assistant Sheriff Michael Bradwell.

Please number amendment, obtain signatures and return fully executed version to Assistant Sheriff Michael Bradwell.

ATTACHMENTS:

- Amendment 1_Colusa SB 863 STD 213 A1 (PDF)
- SB 863_STD 213_Colusa Sheriff's Office (PDF)
- C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (PDF)
- C23-073 1st Amendment - Board of State and Community Corrections (PDF)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 5227-Colusa863

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED ____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
5227-COLUSA863	1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Board of State and Community Corrections

CONTRACTOR NAME
Colusa County Sheriff's Office

2. The term of this Agreement is:

START DATE
May 5, 2017

THROUGH END DATE
December 31, 2028

3. The maximum amount of this Agreement after this Amendment is:
$20,000,000 (Twenty Million Dollars and No Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment has only modified the "through end date" in the "Terms of this Agreement" from May 5, 2017 to December 31, 2028. This will allow the extra time projected for the Final Cost Reconciliation and the 5% Retention Reimbursement at the end of this project.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Colusa County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
929 Bridge Street	Colusa	CA	9593

PRINTED NAME OF PERSON SIGNING	TITLE
Joe Garofalo	Sheriff

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Board of State and Community Corrections

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	9583

PRINTED NAME OF PERSON SIGNING	TITLE
Steve Wicklander	Acting Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Attachment: Amendment 1_Colusa SB 863 STD 213 A1 (10490 : Ratify Agreement and Approve Amendment 1 with the Board of State and

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
COLUSA863	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Board of State and Community Corrections

CONTRACTOR NAME
Colusa County Sheriff's Office

2. The term of this Agreement is:

START DATE
May 5, 2017

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement is:
$20,000,000 (Twenty Million Dollars and No Cents)

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

Exhibits		Title	Pages
	Exhibit A	BSCC Jail Construction Agreement For Colusa County Adult Local Criminal Justice Facility	29
	Exhibit B	First Amendment to BSCC SB 863 Construction Agreement For Colusa County	4
+			
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Colusa County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
929 Bridge Street	Colusa	CA	95932

PRINTED NAME OF PERSON SIGNING	TITLE
Joe Garofalo	Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED
5/3/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Board of State and Community Corrections

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Aaron R. Maguire	Chief Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE
Aaron R. Maguire Digitally signed by Aaron R. Maguire
Date: 2023.05.25 17:55:19 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Attachment: SB 863_STD 213_Colusa Sheriff's Office (10490 : Ratify Agreement and Approve Amendment 1 with the Board of State and

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS
JAIL CONSTRUCTION AGREEMENT
FOR COLUSA COUNTY, DETENTION TREATMENT FACILITY

This Board of State and Community Corrections Jail Construction Agreement ("**Agreement**") is entered into as of 5/2/2017 ("**Effective Date**"), by and between the Board of State and Community Corrections ("**BSCC**"), an agency of the government of the State of California ("**State**"), and Colusa County, a Political Subdivision of the State of California ("**Participating County**"). BSCC and Participating County shall be referred to collectively herein as "**Parties**," and individually as a "**Party**."

RECITALS

WHEREAS, Participating County has proposed to build a jail facility as more particularly described in Exhibit B attached hereto ("**Project**") located at 929 Bridge Street Colusa, CA 95932 ("**Site**") under Chapter 3.13, Part 10b of Division 3 of Title 2 of the California Government Code and the corresponding regulations set forth in Title 15, Division 1, Chapter 1, Subchapter 6 of the California Code of Regulations (collectively, the "**SB 863 Adult Local Criminal Justice Facilities Construction Financing Program**").

WHEREAS, this Agreement is being executed concurrently with the execution of the Project Delivery and Construction Agreement ("**PDCA**") entered into between the Participating County, BSCC, the State Public Works Board of the State of California ("**Board** The Board and BSCC shall be referred to collectively herein as "**Agencies**."

WHEREAS, the purpose of this Agreement is to set forth the roles, responsibilities and performance expectations of the Parties with respect to the Participating County's construction of the Project under the authority of the BSCC and the procedures for reimbursement by the State of those Participating County costs eligible for reimbursement as provided for under the SB 863 Adult Local Criminal Justice Facilities Construction Financing Program. This Agreement is intended to be read in conjunction with the other agreements necessary for the construction and financing of the Project under the SB 863 Adult Local Criminal Justice Facilities Construction Financing Program including, without limitation, the PDCA and the other agreements described in the PDCA recitals. Nothing in this Agreement is intended to amend or modify the rights and obligations of the Parties under those other agreements including, without limitation, the PDCA.

WHEREAS, the Total Project Costs for the Project shall be defined in Section 3.1(a) of the PDCA. The State will provide financing ("**State Financing**") (up to a maximum of twenty million Dollars ($20,000,000) ("**Maximum State Financing**")) and the Participating County will provide the Cash (hard) Match (as defined in Article 6(C) below) and the In-Kind (soft) Match (as defined in Article 6(C) below) (with the Cash (hard) Match and the In-kind (soft) Match collectively referred to as "**Participating County Funding**" and together with the Maximum State Financing, the "**Total Eligible Project Costs**".) Total Eligible Project Costs shall be used in determining Cash (hard) Match credit and In-kind (soft) Match credit to the

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

Participating Counties as specified in Exhibit A to this Agreement. As stated in Article 1, Section 1.3 of the PDCA, the SB 863 Adult Local Criminal Justice Facilities Construction Financing Program is predicated on the Board's ability to issue Bonds for the Project.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. TERM AND TERMINATION

A. Term. This Agreement shall commence on the Effective Date and shall terminate upon the completion and State acceptance of the Final Audit (as defined below in Article 4(C)) unless terminated earlier as provided in Article 1(C) below.

B. Survival. The provisions of Articles 1(C)(3), 1(C)(4), 3(D), 4(C), 4(D), 6(B)(5), 6(B)(6), 9, 10 and 11, and Articles 3, 4, 5, 6, 7, 8, and 10, 11 of Exhibit A shall survive termination of the Agreement.

C. Termination.

1. BSCC in consultation with the other Agencies may terminate this Agreement in the event any of the following events or conditions occurs:

(a) Participating County's breach of a material term of this Agreement, any Project Document or any Applicable Laws, provided Participating County has not cured such breach in all respects within a thirty (30) day period, which cure period may be extended for a reasonable time with the consent of BSCC if the Participating County demonstrates that such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(b) Termination of the PDCA as provided for in Article 2, Section 2.2(a)(i)–(v) and (b) of the PDCA;

(c) Substantive alteration of the scope, cost or schedule of the Project without the prior written approval of BSCC and the Board as required under the PDCA; or

(d) Participating County's refusal or inability to complete the Project in a manner consistent with the Agreement, and the other Project Documents (as defined below in Article 3) including all timelines, plans, and specifications as approved by BSCC, or refusal or inability to comply with any Applicable Law.

2. The Participating County may, prior to the State providing any amount of financing, terminate this Agreement in the event any of the following occurs:

(a) The State's breach of a material term of this Agreement, any Project Document or any Applicable Laws, provided the State has not cured such breach

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

in all respects within thirty (30) days from notice of said breach, which cure period may be extended for a reasonable time with the consent of the Participating County if the State demonstrates that such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(b) Termination of the PDCA as provided for in Article 2, Section 2.2(a)(i)–(v) and (b) of the PDCA;

(c) Failure of the State to execute the Ground Lease or the Right of Entry for Construction and Operation; or

(d) In the event the Board determines the Participating County is no longer eligible for Project financing under the SB 863 Adult Local Criminal Justice Facilities Construction Financing Program as set forth in Section 1.2 of the PDCA.

3. In the event of termination provided in Article 1(C)(1), and unless the Parties agree in writing otherwise, Participating County shall, upon notification, refund to the BSCC an amount equal to all State Financing previously disbursed to the Participating County. Any State Financing so remitted to the BSCC may be subject to interest equal to the rate earned by the State Pooled Money Investment Account.

4. Nothing in this Article 1 in any way alters or limits the authority of BSCC or the Agencies to withhold State Financing in accordance with Applicable Laws (as defined below) or any other right or remedy available to the State at law or in equity for breach of the Agreement.

ARTICLE 2. PROJECT OFFICIALS

A. BSCC Representative. The BSCC Executive Director or his or her designee shall be the State's representative (**"Agency Representative"**) for administration of this Agreement. Any amendment to this Agreement, including any exhibit, schedule or attachment hereto, shall be binding on the State only if signed by the Agency Representative. This Article 2(A) shall not limit any requirements for amendment of any other agreement that is a Project Document.

B. Construction Administrator. The Participating County has appointed a County Construction Administrator as identified below. Participating County agrees that its County Construction Administrator shall be its representative for the administration of the Agreement and shall have full authority to act on behalf of the Participating County. Participating County agrees that all communications given to its County Construction Administrator shall be binding as if given to the Participating County. Participating County agrees that any documents required to be submitted to the Agencies, including but not limited to, quarterly progress reports and final project summary reports, shall be certified for accuracy by its County Construction Administrator in form reasonably acceptable to BSCC. Any Amendment to this Agreement and any other Project Document shall be binding on the Participating County only if signed or certified in form reasonably acceptable to BSCC by the County Construction Administrator.

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

County Construction Administrator:	Joe Garofalo
Title:	Sheriff
Address:	929 Bridge Street
City, State, Zip:	Colusa, CA 95932
Telephone:	(530) 458-0208
Facsimile:	(530) 458-2665
Email:	jgarofalo@colusasheriff.com

C. County Project Financial Officer. The Participating County has appointed a Project Financial Officer as identified below. Participating County agrees that its Project Financial Officer shall be responsible for establishing an official project file and a separate account for depositing of funds paid under this Agreement, and ensuring that project accounting procedures and practices are in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs http://www.sco.ca.gov/pubs_guides.html) with adequate supporting documentation maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation, to the accounting records, to the financial reports and billings. Participating County agrees that all fiscal documents, including all invoices and expenditure statements, required to be submitted to BSCC shall be certified for accuracy by its Project Financial Officer.

Project Financial Officer:	Nancy Smith
Title:	Sheriff's Fiscal Administrative Officer
Address:	929 Bridge Street
City, State, Zip:	Colusa, CA 95932
Telephone:	(530) 458-0209
Facsimile:	(530) 458-2665
Email:	nsmith@colusasheriff.com

D. County Project Contact Person. The Participating County has appointed a County Project Contact Person as identified below. Participating County agrees that its County Project Contact Person shall be responsible for coordinating and transmitting information to BSCC and receiving and disseminating information from BSCC. Participating County agrees that all communications given to its County Project Contact Person shall be binding as if given to the Participating County.

County Project Contact Person:	Miguel Villasenor
Title:	Lieutenant (Ret.)
Address:	929 Bridge Street
City, State, Zip:	Colusa, CA 95932
Telephone:	(530) 458-3726
Facsimile:	(530) 458-2665
Email:	mivillasenor@colusasheriff.com

Either Party may change its Project representatives upon written notice to the other Party.

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

ARTICLE 3. PROJECT DOCUMENTS AND APPLICABLE LAWS.

A. Project Documents. The Participating County agrees to construct the Project in accordance with the following agreements and documents each as may be amended in accordance with its terms and which, together with the Agreement, shall be referred to herein as the "**Project Documents**": (1) BSCC Jail Construction Agreement Standard Conditions attached hereto as Exhibit A; (2) Participating County's Project Proposal Colusa County Detention & Treatment Facility August 27, 2015 ("**County Project Proposal**"); (3) County Project Description Detail and Budget ("**Project Description**") in the form attached hereto as Exhibit B; (4) Ground Lease, Right of Entry for Construction and Operation, Facility Lease and the Facility Sublease as those terms are defined in the PDCA; and (5) the PDCA.

B. Applicable Laws. The Participating County agrees to comply with all federal, state or local laws, regulations, rules, ordinances and guidelines applicable to the construction of the Project including, without limitation the following (collectively "**Applicable Laws**"):

1. The Local Jail Construction Financing Program regulations contained in Title 15, Division 1, Chapter 1, Subchapter 6 of the California Code of Regulations ("**CCR**").

2. The Minimum Standards for Local Detention Facilities in Title 15, Division 1, Chapter 1, Subchapter 4 of the CCR and the fire and life safety regulations contained in Title 24, CCR.

3. California Public Contract Code.

4. California Environmental Quality Act (CEQA) contained in California Public Resources Code Section 2100 *et seq*. and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 *et seq*.

5. Accounting Standards and Procedures for Counties, California State Controller, Division of Local Fiscal Affairs.

6. Construction Financing Agreement Administration and Audit Guide.

C. Incorporation of Approved Changes. Upon their completion, all Participating County assurances and submittals, submitted to and approved in writing by BSCC are incorporated herein by reference and made a part of this Agreement.

D. Precedence. In the event of any inconsistency in the Project Documents, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) PDCA; 2) the Ground Lease (as defined in the PDCA); 3) this Agreement including the BSCC Jail Construction Agreement Standard Conditions attached hereto as Exhibit A; 4) the Right of Entry for Construction and Operation (as defined in the PDCA); 5) Participating County's Project Proposal; 6) Participating County Project Description Detail and Budget; and 7) the Participating County's proposal(s), modification(s), and submittals. In the event the Bonds are issued, any inconsistency between the Project Documents and the Bond Documents shall be resolved by giving precedence to the Bond Documents. To the extent the Parties mutually agree that a provision of a particular document should control with respect to an

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify

inconsistency between that document and another document or documents, notwithstanding the other provisions of this section, such provision shall control.

ARTICLE 4. PARTICIPATING COUNTY OBLIGATIONS

Participating County agrees to the following covenants, assurances and submittals:

A. Participating County's Construction of Jail. The Participating County shall construct the Project to ensure and enable compliance with all Applicable Laws, and Participating County agrees that State Financing and Cash (hard) Match funds shall not supplant funds otherwise dedicated or appropriated for construction activities. No review or approval provided by the State, the Agencies or the State Fire Marshal of documents or submittals shall relieve Participating County of its obligation to design and construct the Project in accordance with this Agreement and all Applicable Laws including, without limitation environmental, procurement, safety and health, the SB 863 Adult Local Criminal Justice Facilities Construction Financing Program, and Titles 15 and 24 of the CCR. The Agencies' review and approval of any Project Document is for the Agencies' purposes only. No alleged failure or oversight related to the Agencies' review of the Project or the Project Documents shall be construed as a waiver of any rights of the Agencies or the State of California, or construed as an excuse to performance by Participating County under this Agreement or any other agreement. All Plans (as defined below) prepared by the Participating County shall be consistent with the Participating County Project Proposal.

B. Valley Fever. California is one of several states in the country with soils that may contain spores known to cause the disease Coccidioidomycosis (sometimes called "Valley Fever"), which spores may be transmitted through contact with dirt and fugitive dust associated with construction activities. The Participating County shall disclose this information to Contractor in or prior to execution of a Construction Agreement. The Participating County, its Contractor and any lower-tier subcontractors shall take appropriate precautionary measures designed to minimize the exposure of their respective employees and other workers, Agencies' employees, and other individuals or personnel who may be present during construction activities.

C. Record Keeping and Audit Requirements. Participating County shall keep such full and detailed account records as are necessary for proper financial management of the Project. Participating County shall maintain a complete and current set of all books and records relating to the design and construction of the Project. Agencies shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Participating County relating to the work contemplated by this Agreement. Within 90 calendar days after Final Completion (as defined below), Participating County shall deliver to Agencies a financial audit of the Project ("**Final Audit**"). The Final Audit shall be performed by a Certified Public Accountant or a Participating County auditor that is organizationally independent from the Participating County's project financial management functions. Nothing in this Article 4(C) shall limit the Participating County's record retention obligations as set forth in Article 7 of the PDCA. For purposes of this Agreement, "**Final Completion**" shall mean completion of the Project.

D. Compliance with Project Documents and Applicable Laws. Participating County

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

agrees to comply with all terms and conditions of this Agreement, the other Project Documents and all exhibits and schedules attached hereto or thereto and all Applicable Laws.

E. Project Plans. In addition to all submission requirements under the PDCA, the Participating County shall submit to BSCC the architectural and design documents, drawings, specifications, calculations, general and special conditions, submittals, Project budgets, schedules and contracts (collectively, "**Plans**") within the time frames as specifically set forth in Exhibit B and as otherwise may be required by the Project Documents and Applicable Laws. As a condition to the financing to be provided by the State through interim financing or the sale of the Bonds, Participating County shall cause to be prepared, in a form that are ready to construct, all required Plans and bid documents necessary to solicit bids, and complete the Project on time and within budget. Participating County is solely responsible for preparing all Plans and other documents for the public bidding process, as provided by Applicable Law. Participating County shall not solicit bids for the Project until BSCC, together with the State Fire Marshal, have approved the final construction documents and specifications and the Department of Finance has approved these documents and specifications.

F. Construction. Participating County shall be responsible to contract for all design and construction services, and shall manage the day-to-day design and construction of the Project. Participating County shall cause the design and construction of the Project to be consistent with the requirements, limitations, and other terms of this Agreement, the Project Documents, all Applicable Laws, as well as all other agreements between the Agencies and Participating County.

G. Operation of Jail. Participating County shall be responsible to maintain the jail upon Final Completion and staff and operate the jail no later than ninety (90) days after Final Completion.

H. Professional Services. Participating County shall be responsible for providing all necessary professional services in order to carry out the design and construction of the Project. Participating County shall obtain all professional services from properly licensed design professionals. All Plans prepared by such design professionals shall bear the signature and seal of the design professional. All construction work on the Project shall be performed by properly licensed contractors and subcontractors. Participating County is encouraged to utilize a qualified construction manager and claims avoidance experts to facilitate timely and efficient construction of the Project.

I. Completion of Project. Participating County agrees to proceed expeditiously with, and complete, the Project in accordance with the Project Documents and Plans as approved by the BSCC and the Agencies and/or as incorporated in all provisions of this Agreement. Participating County acknowledges and understands that failure to meet application assurances, construction timelines and any other milestones or timelines as set forth in the Project Documents or Plans as approved by the Agencies and/or as incorporated in all provisions of this Agreement, may result at any time in award adjustments or Agreement termination by the BSCC.

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

ARTICLE 5. SUBSTANTIAL CHANGES.

In addition to the modification requirements set forth in Section 4.2 of the PDCA, no substantial change to the Project Documents or other substantial modification to the Project may be made by Participating County without the prior written permission of the BSCC. Minor modifications to the Project do not require BSCC approval, but must be documented and reported on routine progress reports to the BSCC. Without limiting the foregoing, BSCC approval shall be required upon any of the following events or circumstances:

1. more than minor changes which affect the design or scope of the Project;

2. a delay or change in the date of substantial completion or Final Completion;

3. a more than minor change to the design, location, size, capacity or quality of major items of equipment. As used herein "substantial" is as defined in the State Administrative Manual, section 6863. As used herein a minor change is any change which does not rise to the level of a substantial change under the State Administrative Manual, section 6863;

4. a change in approved budget categories, or movement of dollars between budget categories as indicated in Exhibit B; or

5. any change that would impact BSCC or State Fire Marshal construction or operational regulations including, without limitation, Titles 15 and 24 of the CCR , or which affects the security or fire and life safety of the facility.

Participating County agrees that its County Construction Administrator will give prompt notification in writing to the BSCC of the occurrence of any of the above events and report any substantial modifications to the Agreement for Construction with its Contractor. BSCC shall notify the Department consistent with Article 4 of the PDCA, and the Department shall make a Scope Change Request to the Board. Approval of this Scope Change Request by the Board shall be required before material change to the Project Documents or other substantial modification to the Project may be made by the Participating County.

In no event shall any budget changes be authorized which would cause the amount of Total Project Costs to be exceeded unless the Participating County covenants to fund such excess with lawfully available funds and with the consent of the Agencies and so appropriates such funding.

ARTICLE 6. PROJECT FUNDING

A. Invoices. Invoice and progress/final reports and all required audit reports shall be submitted to the BSCC in a timely manner as specified in this Agreement and Exhibit A.

B. State Financing Obligations.

1. In no event or circumstance shall the State or Agencies be obligated to pay the Participating County under this Agreement or any other Project Document any amount in

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

excess of the Maximum State Financing. Participating County waives any and all claims against the Agencies or the State of California for any costs which exceed the Maximum State Financing. The Participating County is solely responsible for any and all cost, expenses or fees of the Project which exceed the Maximum State Financing. Reimbursement of county costs from State Financing shall be limited to those costs permitted under Article 1(A) of Exhibit A and/or specifically identified in Exhibit B as "**Eligible State Costs**" provided, however, the State's obligations to reimburse Participating County for any State Financing is contingent on (1) the availability of Interim Financing and (2) even if Interim Financing is provided, the successful sale of bonds sufficient to cover all remaining Eligible State Costs. State Financing shall be subject to the terms and conditions set forth in the PDCA.

2. Eligible State Costs subject to reimbursement shall in no event or circumstance exceed Maximum State Financing. Because the funds to be paid are limited, Participating County shall be obligated to complete the Project without additional State Financing. No additional State Financing will be available, and Participating County should take all necessary precautions to ensure that the Project is designed and constructed within the Project budget. The Participating County shall be responsible for any costs exceeding the Total Eligible Project Costs.

3. State shall reimburse the Participating County for Eligible State Costs provided Participating County's performance of the Project is consistent with the Project Documents, including the Construction Schedule, and Participating County is not in breach of any term or condition of this Agreement, any Project Document, or any Applicable Law. At mutually agreed upon intervals as set forth in Exhibit A, Article 7, Participating County shall submit to BSCC a reimbursement request for payments of Eligible State Costs for which Participating County has already paid.

4. BSCC may reject any invoice or item on an invoice should it be determined that such invoice or item is ineligible for reimbursement under the terms of this Agreement, the Project Documents or any Applicable Laws ("**Improper Expenditure**"). Should it later be determined Participating County has been reimbursed for an Improper Expenditure or the State has made a payment to Participating County in excess of the amount for which the State is obligated ("**Excess Payment**"), BSCC may withhold future payments or repayments in amounts equal to the Improper Expenditure or the Excess Payment. In the event the amount of an Improper Expenditure exceeds the total reimbursement amount due Participating County, or should the discovery of the Improper Expenditure or Excess Payment occur after payment of the Withhold Amount (as defined below), Participating County shall immediately pay to BSCC the amount of the Improper Expenditure or Excess Payment.

5. At such time as the unreimbursed balance of the Eligible State Costs equals Five percent (5%) of the total Eligible State Costs ("**Withhold Amount**"), BSCC shall withhold that amount as security for Participating County's performance of all its obligations under this Agreement. The Withhold Amount shall be released upon satisfaction of all of the following conditions: (a) there has been Final Completion of the Project, (b) delivery by Participating County and acceptance by Agencies of the Final Audit and the Final Project Summary Report, (c) Participating County has staffed and operated the jail as required under Article 4(G) above, and (d) Participating County is not in breach of any provisions of this

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

Agreement, the other Project Documents and Applicable Laws.

6. All agreements with the Contractor and any other contractor or subcontractor of Participating County or the Contractor providing services or goods on the Project and for which reimbursement with State Financing for all or any portion of the payment for such services or goods is sought, shall require the contractor or subcontractor to list construction costs according to the CSI Divisions of the Schedule of Values as specified in Exhibit B.

C. Participating County Funding. Subject to all terms and provisions of this Agreement, the Participating County agrees to appropriate and spend cash (hard) matching funds as provided in Exhibits A and B ("**Cash (hard) Match**"). Subject to all terms and provisions of this Agreement, the Participating County agrees to provide in-kind (soft) match in accordance with Exhibits A and B ("**In-kind (soft) Match**"). Participating County agrees to expend Cash (hard) Match funds on a schedule that is at least pro-rata with the percentage expenditure of Eligible State Costs.

ARTICLE 7. ADMINISTRATIVE OVERSIGHT BY BOARD

Notwithstanding any other term or condition of this Agreement or any other Project Document, the scope and cost of the Project shall be subject to approval and administrative oversight by the Board, as required by California Government Code Section 15820.92.

ARTICLE 8. PERFORMANCE AND PAYMENT BONDS

Participating County shall require the Contractor to procure and maintain a payment bond and a performance bond each of which shall be in an amount not less than one hundred percent (100%) of the Contractor's total contract price as set forth in the agreement between Participating County and Contractor. The bonds shall be issued by one or more surety companies acceptable to the Agencies. The performance bond required by this Article 8 shall name the State as an additional beneficiary under the bonds.

ARTICLE 9. INDEMNITY

As required by California Government Code Section 15820.92(d), the Participating County hereby agrees to indemnify, defend and save harmless the State, including but not limited to the Board, the Department and the BSCC, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants, and agents (collectively, "Indemnitees") for any and all claims and losses arising out of the acquisition, design, construction, operation, maintenance, use and occupancy of the Project. The Participating County shall not be obligated to provide indemnity or defense where the claim arises out of the gross negligence or willful misconduct of the Indemnitees. These obligations shall survive any termination of this Agreement.

ARTICLE 10. DISPUTES

Disputes arising under or relating to this Agreement shall be resolved in accordance with the provisions of Article 10 of Exhibit A.

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ARTICLE 11. GENERAL TERMS AND CONDITIONS

The general terms and conditions published by the Department of General Services at http://www.documents.dgs.ca.gov/ols/GTC-610.doc and applicable to all State of California contracts are hereby incorporated by reference into this Agreement. In the event of a conflict between GTC-610 and any sections herein, the sections herein take precedence. In signing below, the Participating County's authorized representative represents and warrants that the Participating County has read and understands these general terms and conditions.

ARTICLE 12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument, notwithstanding that all Parties have not signed the same counterpart hereof.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

IN WITNESS THEREOF, the Parties have executed this Agreement, as of the Effective Date.

BOARD OF STATE AND COMMUNITY CORRECTIONS

By: _____
Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard, Executive Director
Date: Insert Month Day, Year Signed

"PARTICIPATING COUNTY"

County of: Colusa

By: _____
Signature

Name and Title: Joe Garofalo, Sheriff

Date: 5-5-2017

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify

IN WITNESS THEREOF, the Parties have executed this Agreement, as of the Effective Date.

BOARD OF STATE AND COMMUNITY CORRECTIONS

By: Kathleen T. Howard
Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard, Executive Director
Date: May 5, 2017

"PARTICIPATING COUNTY"

County of: Colusa

By: _____
Signature

Name and Title: ~~Gary J. Evans, Board Chair~~ Joe Garofalo, Sheriff.

Date: May 5, 2017

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EXHIBIT A

CONSTRUCTION AGREEMENT STANDARD CONDITIONS

ARTICLE 1. TOTAL ELIGIBLE PROJECT COSTS

A. Participating County shall only be reimbursed by the State from State Financing for Eligible State Costs. "**Eligible State Costs**" means reasonable and necessary Project costs actually incurred in construction of the Project and as specified in Exhibits A and B attached to the Agreement. Eligible State Costs also must be eligible for lease-revenue bond financing pursuant to this Agreement (including all Exhibits referenced therein) and all California state laws, rules, regulations, guidelines, and policies including, without limitation, Title 15, Local Jail Construction Financing Program regulations and any other Applicable Laws. Such Eligible State Costs shall include, but are not limited to, the items set forth in subsection (1) through (8) below. Participating County shall receive BSCC's written consent prior to Participating County's incurring the expense for any Project costs not listed below and for which Participating County wants State reimbursement provided such expenses do not fall within County Costs as defined below in subsection (B).

1. On-site costs of facility construction of the BSCC-approved local jail facility project, including site preparation (eligible for State Financing or Cash (hard) Match).

2. Architectural programming and design (for activities by consultants and contractors; eligible for State Financing or Cash (hard) Match).

3. Construction management (for activities by consultants and contractors; eligible for State Financing or Cash (hard) Match).

4. Building permit fees, sewer/utility use or unit fees, and building inspection fees (eligible for State Financing or Cash (hard) Match).

5. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, surveillance, security and life/safety equipment, etc.) as necessary for the operation of the BSCC-approved local jail facility (eligible for State Financing or Cash (hard) Match).

6. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the BSCC-approved local jail facility (eligible for State Financing or Cash (hard) Match).

7. Installation of existing fixed equipment and furnishings as necessary for the operation of the BSCC-approved local jail facility (eligible for State Financing or Cash (hard) Match).

8. Moveable equipment and moveable furnishings (subject to State review and approval; eligible for State Financing or Cash (hard) Match).

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B. Participating County must provide a minimum of one point forty six percent (1.46%) of the Total Eligible Project Costs as any combination of Cash (hard) Match and In-kind (soft) Match funds. Cash (hard) Match funds cannot be used to supplant or replace funds otherwise dedicated or appropriated by the Participating County for construction activities. Cash (hard) Match funds cannot be claimed for salaries/benefits of regular employees of the Participating County Workforce but may be claimed for the services of consultants or contractors engaged to perform Project related services as described below. Cash (hard) Match funds only include costs of:

1. Items eligible for Eligible State Costs as described above;

2. Preparation costs for full or focused environmental reports (for activities by consultants and contractors);

3. Off-site costs, including access roads and utilities development, outside of a reasonable buffer zone surrounding the perimeter of the security fence, facility building and parking lot;

4. Public art;

5. Real Estate due diligence costs as billed to the county by the State;

6. State Fire Marshal fees as billed to the county by the State;

7. Audit of State interim or permanent financing at the conclusion of the project by a contracted auditor;

8. Needs assessments performed by consultants or contractors; and,

9. Transition planning performed by consultants or contractors after June 27, 2012.

C. In-kind (soft) Match funds may be claimed for Project related costs for activities performed by Participating County staff or consultants. Eligible In-kind (soft) Match funds only includes:

1. Audit of Total Eligible Project Costs at the conclusion of the Project (staff salary/benefits of independent Participating County auditor or services of contracted auditor);

2. Needs assessments as performed by county personnel. ;

3. Current fair market land value supported by independent appraisal (on-site land only regardless of acquisition date) and as approved by the Department of General Services. This can be claimed for on-site land cost/value for new facility construction, on-site land cost/value of a closed facility that will be renovated and reopened, or on-site land cost/value used

for expansion of an existing facility. It cannot be claimed for land cost/value under an existing operational local jail facility;

4. Participating County administration (staff salary/benefits directly related to the Project for activities after June 20, 2014); and,

5. Transition planning (staff salary/benefits directly related to the Project for activities after June 20, 2014).

D. Participating County shall not under any circumstance be reimbursed by the State from Board interim financing sources, lease-revenue bond funds or from any other financing source for Ineligible Project Costs. "**Ineligible Project Costs**" means all costs which are not eligible for lease-revenue bond financing or Participating County matching funds pursuant to the PDCA (including all Exhibits attached thereto) or pursuant to any California state law, rule, regulation, guideline, or policy including, without limitation, the SB 863 Adult Local Criminal Justice Facilities Construction Financing Program or any other Applicable Law. Participating County shall be responsible for all Ineligible Project Costs ("**Participating County Costs**"). Ineligible Project Costs also shall include but are not limited to the following:

1. Those Project Costs that are determined by the BSCC to be unreasonable or unnecessary costs.

2. Detention facility personnel and operational costs and related costs of supplies.

3. Soil and water contamination assessment/mitigation.

4. Excavation of burial sites.

5. Preparation of Environmental Impact Reports (ineligible for State Financing and In-kind (soft) Match; eligible for Cash (hard) Match only if performed by consultants or contractors outside the regular Participating County work force.

6. Bonus payments for early completion of work.

7. Interest charges for late payments.

8. Interest on bonds or any other form of indebtedness required to finance Project costs.

9. Costs outside the scope of the BSCC-approved Project.

10. Fines and penalties due to violation of or failure to comply with federal, state or local laws, ordinances, or regulations.

11. Personal injury compensation or damages arising out of or connected with the Project, whether determined by adjudication, arbitration, negotiation, or otherwise.

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12. All costs incurred in violation of the terms, provisions, conditions, or commitments of this Agreement.

13. Travel and per diem costs.

14. All costs arising out of or connected with contractor claims against the Participating County, or those persons for whom the Participating County may be vicariously liable, including, but not limited to, any and all costs related to defense or settlement of such claims.

15. Maintenance costs.

16. Supplanting of existing construction, programs, projects, or personnel.

17. All costs arising out of or attributable to Participating County's malfeasance, misfeasance, mismanagement, or negligence.

18. Temporary holding or court holding facilities.

19. Local Jail facilities or portions thereof operated by jurisdictions other than Participating County.

ARTICLE 2. PARTICIPATING COUNTY 'S GENERAL RESPONSIBILITY

Participating County is solely responsible for design, construction, operation, and maintenance of the Project as identified in Exhibit B of this Agreement. Review and approval of plans, specifications, or other documents by BSCC, the Agencies and the State Fire Marshal, is solely for the purpose of proper administration of State Financing by the BSCC and the Agencies and shall not be deemed to relieve or restrict the Participating County's responsibility.

ARTICLE 3. PARTICIPATING COUNTY ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Participating County shall at all times comply with all Applicable Laws (as defined in the Agreement).

B. Fulfillment of Assurances and Declarations. Participating County shall fulfill all assurances, declarations, representations, and statements made by the Participating County in the Participating County Project Proposal, documents, amendments, and communications filed in support of its request for lease-revenue bond funds including adoption of a BSCC approved staffing plan for staffing and operating the facility in accordance with state standards within ninety (90) calendar days of construction completion.

C. Use of State Financing. Participating County shall expend all State Funds and identified matching funds solely for Eligible Project Costs. Participating County shall, upon demand, remit to the BSCC any State Financing not expended for Eligible Project Costs or an amount equal to any State Financing expended by the Participating County in violation of the terms, provisions, conditions, or commitments of this Agreement. Any State Financing so

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remitted to the BSCC shall include interest equal to the rate earned by the State Pooled Money Investment Account.

D. Permits and Licenses. Participating County agrees to procure all permits and licenses necessary to complete the Project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the Project work.

E. Compliance with Deliverables, Drawings, and Specifications. Participating County agrees that deliverables, drawings, and specifications, upon which prime and subcontracts are awarded, shall be the same as those submitted to and approved by the BSCC.

F. Prime and Subcontracting Requirements. In accordance with the provisions of this Agreement, the Participating County may contract with public or private contractors of services for activities necessary for the completion of the Project. Participating County agrees that in the event of an inconsistency between the Agreement and any other Project Document and Participating County's Agreement for Construction with a contractor, the Project Documents will prevail. Participating County shall ensure that the contractor complies with all requirements of the Project Documents and all instructions of the Participating County Construction Administrator regarding compliance with the Project Documents.

Participating County assures that for any contract awarded by the Participating County, such insurance (e.g., fire and extended coverage, workers' compensation, public liability and property damage, and "all-risk" coverage) as is customary and appropriate will be obtained.

Participating County agrees that its contractor will list construction costs according to the CSI Divisions of the Schedule of Values as specified in Exhibit B. Since certain portions of the Project may not be eligible for State Financing in all requests for reimbursement, the Participating County's contractor shall separately list work not eligible for State Financing, and the Participating County Construction Administrator shall identify such work for the contractor.

Participating County agrees that it is the Participating County Construction Administrator's responsibility to provide a liaison between the Participating County, the BSCC, and its contractor. Participating County agrees that its contractor is not responsible nor required to engage in direct discussion with the BSCC or any representative thereof, except that the contractor shall in good faith exert its best effort to assist the Participating County in fully complying with all requirements of the contract.

Participating County agrees to place appropriate language in all contracts for work on the Project requiring the Participating County's contractor(s) to:

1. Books and Records. Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to the contractor's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for the period set forth in Article 5 below, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees.

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2. Access to Books and Records. Make such books, records, supporting documentations, and other evidence available to the BSCC or designees, the Department, the Board, the Department of General Services, the Department of Finance, the Bureau of State Audits, their designated representatives, during the course of the Project and for the period set forth in Article 5 below, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, the Participating County agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

3. Contractor Advisement. Be advised that a partial source of financing for the agreement between the Participating County and Contractor for construction of the Project is the State Financing, and that the Participating County may not have funds to finance the Agreement for Construction independently of the State Financing. The contractor shall in all ways cooperate with the Participating County and the BSCC in maintaining a good working relationship. The contractor shall cooperate as instructed by the Participating County Construction Administrator in resolving any disputes arising under the Agreement.

ARTICLE 4. PROJECT ACCESS

To the extent not inconsistent with the Bond Documents, as that term is defined in the PDCA Article 1 Section 1.1(a), at all times during construction of the Project and after final completion, the Participating County shall provide to employees, subcontractors, and consultants of the Agencies reasonable unrestricted access to observe, monitor and inspect the Project. The Agencies' access to observe, monitor and inspect shall include the right to review all documents and files relating to the Project, as well as construction on the Site, including all tests and inspections relating to design or construction of the Project.

ARTICLE 5. RECORDS

The Participating County shall establish an Official Project File, as defined in the PDCA Article 7, Section 7.1.

The Participating County shall establish separate accounting records for receipt, deposit, and disbursement of all Project funds as specified in Exhibit A, Article 9.

The Participating County shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all Project funds, including State Financing, any matching funds provided by the Participating County and the total cost of the Project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Supporting documentation for matching funds, goods or services shall, at a minimum, include the source of the match, the basis upon which the value of the match was calculated, and when the matching funds, goods, or services were provided.

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Receipts, signed by the recipient of donated goods and/or services should be issued and a copy retained. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation for the purpose of determining compliance with Public Contract Code section 10115 et seq., Government Code section 8546.7 and 2 CCR § 1896.60 et seq. (as applicable).

Participating County shall maintain all records for the period set forth in the PDCA ("**Record Maintenance Period**"). Participating County agrees to protect records adequately from fire or other damage. When records are stored away from the Participating County's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All Participating County records shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the BSCC or designees, the Agencies, and by state government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the Record Maintenance Period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the Record Maintenance Period, whichever is later.

ARTICLE 6. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the Participating County shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Participating County agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Participating County further agrees to the following audit requirements:

A. Pre-payment Audit. Prior to the deposit of State Financing into the separate account, the BSCC may require the Participating County to have a system audit performed by an auditor satisfactory to the BSCC to insure that the Participating County 's accounting system meets generally accepted government accounting principles;

B. Interim Audit. The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Agreement and the completion or termination of the Project. At any time, the BSCC may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement, or take other remedies legally available; and,

C. Final Audit. Within ninety (90) calendar days of Final Completion, the Participating County must obtain and submit a final program audit to the BSCC (see Construction Financing Program Agreement Administration and Audit Guide). The audit shall

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be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits. The audit may be performed by the Participating County subject to the terms hereinafter described, or the Participating County may hire, at Participating County cost, an independent auditor to complete the final audit. Counties should obtain assurances that the personnel selected to perform the audit collectively have the necessary skills. It is important that a sound procurement practice be followed when contracting for audit services. Sound contract and approval procedures, including the monitoring of contract performance, should be in place. The objectives and scope of the audit should be made clear. In addition to price, other factors to be considered include: the responsiveness of the bidder to the request for proposal; the past experience of the bidder; availability of bidder staff with professional qualifications and technical abilities; and whether the bidder organization participates in an external quality control review program. It should be noted that these steps are important whether the Participating County is hiring auditors from an outside CPA firm or within its own internal auditing unit.

Since the audit function must maintain organizational independence, the Participating County financial officer for this Project shall not perform audits of the contract-related activities. If the Participating County internal auditor performs the audit, the auditor must be organizationally independent from the Participating County's accounting and project management functions. Additionally, internal Participating County auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Participating County auditor completes the audit. Failure to comply with these qualifications standards could result in the rejection of the audit report.

At any time, the BSCC may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement, or take other remedies legally available.

The BSCC reserves the right to have an audit conducted (at the BSCC's expense) at any time between execution of the Agreement up to and including the final audit of the Project.

ARTICLE 7. REPORTS

The Participating County agrees to submit fiscal invoices and progress/final reports in a format specified by the BSCC, and at mutually agreed upon intervals as defined below, during the period of the Agreement. Reports are due to the BSCC even if State Financing is not expended or requested in the reporting period. Not submitting invoices and progress/final reports in a timely manner may result in disbursements being withheld. In addition, Participating County shall immediately advise the BSCC of any significant problems or changes arising during the course of the Project.

Without limitation of the foregoing, the following reports are required:

A. Fiscal Invoice and Progress/Final Report Participating County agrees to submit fiscal invoices and progress/final reports to the BSCC on the appropriate form provided to the

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Participating County during the term of this Agreement and shall do so on a regular schedule of either monthly, bi-monthly or quarterly. The reports shall include, but not be limited to, Project construction activities, change orders issued, problems identified, assistance needed, state funds and match expenditures made, State Financing received, and State Financing requested.

Invoicing/progress reporting interval: The monthly fiscal and progress/final report must be submitted within forty-five (45) calendar days after the end of each reporting period.

B. Final Fiscal Invoice and Project Summary. The Participating County agrees to submit to the BSCC a Final Fiscal Invoice and Project Summary on the appropriate form provided to the Participating County within forty-five (45) calendar days of the scheduled construction completion date identified in Exhibit B. The report shall include, but not be limited to, total state funds and match expenditures made by budget division, total State Financing received, remaining State Financing requested, number of BSCC-rated beds added and modified, number of special use beds added and modified, and a detailed description of the finished Project including pre-construction and post-construction photographs or other visual material suitable for public distribution. For purposes of this Exhibit A, "**BSCC-rated beds**" means the number of beds dedicated to housing adult offenders for which a facility's single- and double-occupancy cells/rooms or dormitories were planned and designed in conformity to the standards and requirements contained in Titles 15 and 24, CCR. **"Special use beds**" means beds for the purpose of appropriately housing offenders in medical, mental health, or disciplinary rooms, cells or units that are planned and designed in conformity to the standards and requirements contained in Titles 15 and 24, CCR.

ARTICLE 8. WITHHOLDING OF STATE DISBURSEMENTS

A. BSCC may withhold all or any portion of the State Financing provided for by this Agreement in the event that:

1. Participating County Breach of Agreement. The Participating County has materially and substantially breached the terms and conditions of this Agreement or any other Project Document.

2. Insufficient Participating County Funds. The Participating County is unable to demonstrate, to the satisfaction of the BSCC's Executive Director, continuous availability of sufficient funds to complete the Project.

3. Insufficient Match Disbursement. The Participating County has not expended its Cash (hard) Match requirement on a schedule that is at least pro-rata with the percentage expenditure of, collectively, interim financing and lease-revenue bond funds.

B. In the event that State Financing is withheld from the Participating County, the BSCC's Executive Director or designee shall notify the Participating County of the reasons for withholding and advise the Participating County of the time within which the Participating County may remedy the failure or violation leading to the withholding.

The BSCC will not reimburse counties for costs identified as ineligible for State Financing. If State Financing has been provided for costs subsequently discovered to be

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ineligible, the BSCC may either withhold an equal amount from subsequent payments or require repayment of an equal amount to the state by the Participating County. Any State Financing so remitted to the BSCC may be subject to interest equal to the rate earned by the State Pooled Money Investment Account.

ARTICLE 9. DISBURSEMENT

Participating County shall be paid in arrears on invoices of expenditures and requests for funds submitted to BSCC at mutually agreed upon intervals, see Article 7(A), on the Fiscal Invoice and Progress/Final Report. Participating County shall supply BSCC with appropriate expenditure documentation and request for funds on form(s) provided by BSCC and certify to the accuracy of the report(s) in accordance with generally accepted governmental accounting principles and BSCC regulations, guidelines, policies and procedures. Participating County shall further certify that all listed expenditures are actual and that all funds were expended for the purpose of liquidating obligations identified in Exhibit B and legally incurred.

The State will issue a warrant for eligible funds within approximately 30 to 60 days of receipt of Participating County invoice and documentation of eligible expenditures. All requests for payment shall be accompanied by any documentation as may be required by BSCC or the Board and with such certification(s) as may be required by BSCC.

ARTICLE 10. DISPUTES

Participating County shall continue with the responsibilities under this Agreement during any disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under, or relating to, the performance of this Agreement which is not resolved by agreement between Participating County and BSCC staff shall be decided by the BSCC. This clause does not preclude consideration of legal questions; nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or BSCC on a question of law.

A Participating County may appeal on the basis of alleged misapplication, capricious enforcement of regulations, or substantial differences of opinion as may occur concerning the proper application of regulations or procedures. Such appeal shall be filed within 30 calendar days of the notification of the action with which the Participating County is dissatisfied. The request shall be in writing stating the basis for the dissatisfaction and the action being requested of the BSCC.

A hearing shall be conducted by a hearing panel designated by the Chairperson of the BSCC Board at a reasonable time, date, and place, but not later than 21 calendar days after the filing of the request for hearing with BSCC, unless delayed for good cause. BSCC shall mail or deliver to the appellant or authorized representative a written notice of the time and place of hearing not less than 14 calendar days prior to the hearing. The procedural time requirements may be waived with mutual written consent of the parties involved.

Appeal hearing matters shall be set for hearing, heard, and disposed of by a notice of decision by the BSCC Board within 90 calendar days from the date of the request for appeal

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hearing, except in those cases where the appellant withdraws or abandons the request for hearing or the matter is continued for what is determined by the hearing panel to be good cause.

An appellant may waive a personal hearing before the hearing panel and under such circumstances, the hearing panel shall consider the written information submitted by the appellant and other relevant information as may be deemed appropriate.

The hearing is not formal in nature. Pertinent and relevant information, whether written or oral, will be accepted. Hearings will be tape recorded. After the hearing has been completed, the hearing panel shall submit an advisory recommendation on the matter to the BSCC Board. The decision of the BSCC Board shall be final.

Notwithstanding any other provision of this Article 10, this Article 10 shall not limit any other rights or remedies available to the State or any other Agency under any other Project Document including, without limitation, the PDCA.

ARTICLE 11. REMEDIES

Participating County agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the BSCC as a result of breach of this Agreement by the Participating County, whether such breach occurs before or after completion of the Project. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees and costs as may be ordered within the discretion of the Court.

ARTICLE 12. WAIVER

The Parties hereto may, from time to time, waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

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EXHIBIT B

PROJECT DESCRIPTION AND BUDGET

Capitalized terms not defined in this Exhibit B shall have the meaning as set forth in the Agreement to which this Exhibit B is attached.

County (Participating County): Colusa County

Name of Facility Subject to Construction: Detention & Treatment Facility

SECTION 1. PROJECT DESCRIPTION

The project will design and construct a new stand-alone jail facility on approximately 0.7 acres of county-owned land, adjacent to the existing County jail in the City of Colusa. The new building will provide replacement housing; a secure corridor to the existing jail; support services and administrative space; and demolition of an existing warehouse.

The housing area will provide a central control station and approximately 96 beds in housing units. Each housing unit will include a dayroom; program space for education, counseling and treatment; and outdoor recreation space.

Support services and administrative space will include; a mechanical room; electrical rooms; medical/mental health and dental clinic; retherm kitchen and food storage; and office and lobby areas for clinical and jail staff.

The project will also include, but is not limited to, utilities, electrical, plumbing; mechanical; heating, ventilation, and air conditioning; communications; electronics, fencing; security; and fire protection systems, as well as minor landscaping and pavement for building access and all necessary appurtenances.

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SECTION 2. PROJECT TIMETABLE

1. Establish Scope, Costs, Schedules (SPWB Action Item)	June 10, 2016
2. Performance Criteria Approval (SPWB Action Item	February 10, 2017
3. Release of Request for Qualifications Issued by County	December 30, 2017
4. Release of Request for Qualifications Due to County	January 13, 2017
5. Release of Request for Proposals Approval (DOF Action Item)	April 20, 2017
6. Proposals Due to County	July 14, 2017
7. Bids Tab Summary due to BSCC	August 9, 2017
8. Design Build Award by County	September 5, 2017
9. Design Build Award Approved by Department of Finance	September 22, 2017
10. Notice to Proceed	September 25, 2017
11. Construction Completion	November 29, 2019
12. Occupancy	January 31, 2020

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify

SECTION 3. CONSTRUCTION MANAGEMENT PLAN

Project is a design-build. No construction plan is in place until a contractor/architect is hired by the county.

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

KEY PERSONNEL
Joe Garofalo, Sheriff

Wendy Tyler, County Administrative Officer

Marcos Kropf, County Counsel

Jim Saso, Assistant Sheriff

Miguel Villasenor, Lieutenant (Ret.)

Candyce Roberts, Vanir Construction Management (Design)

Cyle Coles, Vanir Construction Management (Construction)

Mike Parrott, Nacht & Lewis, Performance Criteria

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify

SECTION 4. BUDGET CLASSIFICATION SCHEDULES

LINE ITEM	STATE REIMBURSED	CASH CONTRIBUTION	IN-KIND CONSTRIBUTION	TOTAL
1. Construction	$16,774,000	$73,752		$16,847,7
2. Additional Eligible Costs*	$1,130,000	$17,000		$1,147,0
3. Architectural	$806,000	$0		$806,0
4. Project/Construction	$1,274,000	$0		$1,274,0
5. CEQA	$0	$41,000		$41,0
6. State Agency Fees**	$16,000	$125,000		$141,0
7. Audit		$32,000	$0	$32,0
8. Needs Assessment		$104,000	$0	$104,0
9. Transition Planning		$0	$0	
10. County Administration			$0	
11. Land Value			$0	
TOTAL PROJECT COSTS	$20,000,000	$392,752	$0	$20,392,7
PERCENT OF TOTAL	98.07%	1.93%	0%	100.0

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler,
Clerk to the Board
of Supervisors

Ann Nordyke,
Chief Deputy Clerk
to the Board

Patricia Rodriguez
Deputy Clerk
to the Board

Melissa Kitts
Deputy Clerk
to the Board

SUPERVISORS
Kim Dolbow
Vann, District I

John D. Loudon,
District II

Kent S. Boes,
District III,
Vice-Chair

Gary J. Evans,
District IV,
Chair

Denise J. Carter,
District V

May 10, 2018

Candyce Roberts
Senior Project Manager
Vanir Construction Management Inc.
4540 Duckhorn Dr., Suite 300
Sacramento, CA 95834

RE: **County Contract C17-059 and C17-059a**

Dear Ms. Roberts,

Enclosed you will find two (2) duplicate originals, per our CAO Wendy Tyler; you will be hand delivering the enclosed to BSCC to obtain signatures.

Should you have any questions regarding the contract please contact the County Administrative Officer at (530) 458-0737.

Sincerely,

Patricia Rodriguez
Deputy Clerk to the Board
prodriguez@countyofcolusa.org

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.org

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify Agreement

CLERK OF THE BOARD OF SUPERVISORS

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Clerk to the Board
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Kim Dolbow
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John D. Loudon,
District II

Kent S. Boes,
District III,
Vice-Chair

Gary J. Evans,
District IV,
Chair

Denise J. Carter,
District V

May 3, 2018

Board of State and Community
Corrections of the State of California
c/o Candyce Roberts

RE: **County Contract C17-059 and C17-059a**

Dear Sir or Madam,

The Colusa County Board of Supervisors approved the above mentioned contract at their meeting held on May 1, 2017. Enclosed you will find two (2) original contracts for your signature. Please sign the documents, retain one original for your records and return the remaining original to the Clerk of the Board of Supervisors using the envelope provided.

Should you have any questions regarding the contract please contact the County Administrative Officer at (530) 458-0737.

Sincerely,

Patricia Rodriguez
Deputy Clerk to the Board
prodriguez@countyofcolusa.org

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.org

Attachment: C17-059a State and Community Corrections Jail Construction Agreement for Detention Treatment Facility (10490 : Ratify

EXECUTION COPY

FIRST AMENDMENT TO BOARD OF STATE AND COMMUNITY CORRECTIONS SB 863 CONSTRUCTION AGREEMENT FOR COLUSA COUNTY

This First Amendment ("**Amendment**") to the May 5, 2017, Board of State and Community Corrections Jail Construction Agreement ("**Agreement**") is entered into as of April 11, 2023 ("**Amendment Effective Date**"), by and between the Board of State and Community Corrections ("**BSCC**"), an agency of the government of the State of California ("**State**"), and Colusa County ("**Participating County**"). BSCC and Participating County shall be referred to collectively herein as "**Parties**," and individually as a "**Party**."

RECITALS

WHEREAS, the Parties entered into that certain Board of State and Community Corrections Jail Construction Agreement dated May 5, 2017 ("**Agreement**").

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

WHEREAS, Article 2 of the Agreement provides that any amendment to the Agreement shall be binding on (i) the State only if signed by the Agency Representative, and (ii) the Participating County only if signed or certified in form reasonably acceptable to BSCC by the Participating County Construction Administrator.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

SECTION 1. AMENDMENTS TO AGREEMENT

Replace Exhibit B, Section 5, Budget Classification Schedules, as follows:

	LINE ITEM	STATE FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1.	Construction	$16,943,000	$14,114,363		$31,057,363
2.	Additional Eligible Costs	$1,098,000	$687,502		$1,785,502
3.	Architectural	$635,000	$0		$635,000
4.	Project/Construction Management	$1,306,000	$511,334		$1,817,334
5.	CEQA	$0	$41,000		$41,000
6.	State Agency Fees	$18,000	$150,000		$168,000
7.	Audit		$37,000	$0	$37,000
8.	Needs Assessment		$104,000	$0	$104,000
9.	Transition Planning		$0	$0	$0
10.	County Administration			$0	$0
11.	Land Value			$0	$0
	TOTAL ELIGIBLE PROJECT COST	$20,000,000	$15,645,199	$0	$35,645,199
	PERCENT OF TOTAL	56.11%	43.89%	0.00%	100.00%

Attachment: C23-073 1st Amendment - Board of State and Community Corrections (10490 : Ratify Agreement and Approve Amendment 1 with

EXECUTION COPY

SECTION 2. AUTHORITY

Each Party represents to the other Party that this Amendment has been executed in compliance with the requirements of Article 2 of the Agreement.

SECTION 3. GENERAL PROVISIONS

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this Amendment, the provision of this Amendment shall control. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

[SIGNATURES TO IMMEDIATELY FOLLOW ON NEXT PAGE]

Attachment: C23-073 1st Amendment - Board of State and Community Corrections (10490 : Ratify Agreement and Approve Amendment 1 with

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the Amendment Effective Date.

BOARD OF STATE AND COMMUNITY CORRECTIONS

By: Kathleen T. Howard Digitally signed by Kathleen T. Howard Date: 2023.03.27 11:14:02 -07'00'

Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard, Executive Director

Date: _____

"PARTICIPATING COUNTY"

County of Colusa:

By: _____

Signature

Name and Title: Joe Garofalo, Sheriff

Date: _____

Attachment: C23-073 1st Amendment - Board of State and Community Corrections (10490 : Ratify Agreement and Approve Amendment 1 with

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the Amendment Effective Date.

BOARD OF STATE AND COMMUNITY CORRECTIONS

By: _____
Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard, Executive Director

Date: _____

"PARTICIPATING COUNTY"

County of Colusa:

By: _____
Signature

Name and Title: Joe Garofalo, Sheriff

Date: 4/11/23

Attachment: C23-073 1st Amendment - Board of State and Community Corrections (10490 : Ratify Agreement and Approve Amendment 1 with

Corrections (BSCC)

4/11/23

Sheriff

COUNTY OF COLUSA, CA 2.11

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept April 2025 Treasury Monthly Investment Report as presented.

Accept April 2025 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:

- 04_25 Treasury Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF: 4/30/25
DATE: 5/20/25

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CD8	11/12/20	700,712.18	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	698,096.00			
797299LXO	10/28/20	630,338.10	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	613,511.70			
260888AD4	02/23/21	400,598.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	386,208.00			
130179KW3	02/05/21	822,800.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	781,024.00			
899141BB0	02/05/21	657,018.62	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	617,982.00			
260888AE2	02/23/21	602,346.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	567,246.00			
971252AH4	05/27/21	186,039.99	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	172,843.65			
971252AK7	05/27/21	267,151.84	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	239,650.10			
971252AL5	05/27/21	570,344.76	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	501,217.15			
797679CF2	11/24/21	260,490.92	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	246,586.60			
797669ZR2	11/24/21	3,116,869.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,767,421.25			
6723225N45	11/23/21	1,272,596.37	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,188,644.60			
38122NB35	11/12/21	12,176,553.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	11,033,880.00			
79739GPE0	12/09/21	711,147.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	622,839.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	486,811.50			
13048VZT8	01/05/22	503,406.86	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	457,510.00			
13048VZU5	01/05/22	395,599.42	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	355,772.55			
055022AK3	01/27/22	1,161,461.03	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,051,525.50			
79770GJG2	12/15/21	2,032,118.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,824,360.00			
79739GPM2	12/09/21	252,567.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	226,740.00			
854434AH0	11/12/21	541,388.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	485,870.95			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,764,760.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	876,780.00			
Municipal Total		**30,662,102.11**			**31,100,280.70**	**30,370,000.00**	**30,370,000.00**		**27,967,280.55**			**15.0%**
US Treasury/Agency Securities												
3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,446,639.50			
3130B2N27*											Called 02/10/25	
3134HAZP1*										148.60	Called 02/26/25	
3011ERE98*	12/06/24	5,005,887.50	5.11%	5.110%	5,000,000.00	5,000,000.00	5,000,000.00	11/27/29	5,001,200.00			
3130B3MA8*											Called 02/07/25	
Treasury/Agency Total		**10,480,887.50**			**10,475,000.00**	**10,475,000.00**	**10,475,000.00**		**10,447,839.50**			**5.1%**
	Grand Total	**$ 41,142,989.61**			**41,575,280.70**	**40,845,000.00**	**40,845,000.00**		**38,415,120.05**			
	Interest Liability	-									Unrealized	
	NET BOOK	**41,142,989.61**								(2,727,869.56)	Gain/Loss	

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$161,245,674.30	4.45%	**78.8%**
COP Project Fund*	$5,809,346.41		

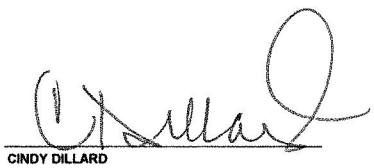
LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	73,104.58	4.28%	4.27%	
REC DIST 108	71,564.69	4.28%	4.27%	
REC DIST 1004	-	4.28%	4.27%	
COUNTY	199.23	4.28%	4.27%	
CCOE	139.06	4.28%	4.27%	
TOTAL LAIF	145,007.56			**0.1%**
CASH	2,097,093.56			**1.0%**
TOTAL LIQUID	163,487,775.42		**79.89%**	**Liquidity**
GRAND TOTAL	**$ 204,630,765.03**			**100.0%**

INTEREST RECEIVED

April 2025	629,822.34	4/30/2025	Est. 4.25%
Jan-Feb-Mar 2025	2,010,853.84	3/31/2025	Est. 4.25%
Oct-Nov-Dec 2024	2,242,974.49	12/31/2024	4.77%
July-Aug-Sept 2024	3,255,354.99	9/30/2024	7.56%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%

Note 1: US Wealth Management did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 79.88%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.



CINDY DILLARD
TREASURER-TAX COLLECTOR

Attachment: 04_25 Treasury Report (10273 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Clerk Recorder/Elections

FROM: Cristy Edwards

SUBJECT: **Adopt a Resolution Authorizing the Establishment of an Electronic Recording Delivery System and Collection of an Additional One Dollar for each document recorded for the purposes of implementing and maintaining said system**

Adopt a Resolution Authorizing the Establishment of an Electronic Recording Delivery System and Collection of an Additional One Dollar for each document recorded for the purposes of implementing and maintaining said system.

Detailed Description/Background of request

The Colusa County Recorder wishes to establish an Electronic Recording Delivery System (ERDS). The Electronic Recording Delivery Act (ERDA) of 2004 (Gov't Code sections 27390 et seq.) established the processes and procedures to allow for the electronic recording of documents in California counties. All ERDS systems must be certified by the Department of Justice (DOJ), and are audited annually.

An ERDS would allow the Recorder to accept and record documents electronically, and to provide digitized copies of recorded documents to others when applicable. This will bring greater efficiency to the Department and convenience to it's customers.

The cost of an ERDS is approximately $20,000; however the California Electronic Recording Transaction Network Authority (CeRTNA) has a grant program where we may apply for up to $10,000 to help with the cost of the system. Further, per the ERDA the Board may authorize collection of an additional one dollar per document recorded for the purpose of establishing and maintaining the ERDS system.

The Resolution before you authorizes both the establishment of the system and collection of the additional dollar; however, a formal ordinance will be brought to the Board for adoption of the fee as part of the County Fee Schedule in June. This Resolution will allow submission of the grant application.

Prior Board Action None

None.

Fiscal Impact/Funding Source Increase to General Fund

Ultimately, the ERDS will bring cost savings to the County in the form of greater

efficiency in recording documents. Cost of the system will be offset by amounts collected for that purpose.

Action for the Clerk
Obtain signatures, number Resolution and provide copy to Cristy Edwards, Clerk Recorder.

ATTACHMENTS:

- Resolution Authorizing Electronic Recording Delivery System Fee (DOCX)
- Letter of Intent ERDS (PDF)
- GC27390 etseq (PDF)

RESOLUTION NO. 25-0

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING THE ESTABLISHMENT OF AN ELECTRONIC RECORDING DELIVERY SYSTEM, AND APPROVING ADDITIONAL FEE(S) IN THE AMOUNT OF $1.00 (One Dollar) FOR RECORDING EACH INSTRUMENT, PAPER, OR NOTICE REQUIRED OR PERMITTED BY LAW THAT IS RECORDED BY THE COUNTY RECORDER FOR THE PURPOSE OF IMPLEMENTING AN ELECTRONIC RECORDING DELIVERY SYSTEM (ERDS)

WHEREAS, the Board of Supervisors supports the implementation of an Electronic Recording System pursuant to the Electronic Recording Delivery Act (ERDA) OF 2004 GC 27390.

WHERAS, the Electronic Recording Act of 2004 authorizes a county recorder, upon approval by resolution of the board of supervisors and system certification by the Attorney General, to establish an electronic recording delivery system for the delivery for recording of specified digitized electronic records, subject to specified conditions.

WHERAS, the act authorizes a county recorder to enter into a contract with specified entities for the delivery for recording, and return to the party requesting recording, a digitized electronic record that is an instrument affecting a right, title, or interest in real property.

WHERAS, The bill, would authorize a county recorder to also enter into a contract with an authorized submitter for the delivery for recording, and return to the party requesting recording, of a digital or digitized electronic record that is an instrument to be recorded consistent with a specified provision. The bill, would require an authorized submitter, as specified, and any agent submitting documents on behalf of an authorized submitter, to provide proof of financial responsibility in the form of general liability coverage, as provided.

WHEREAS, The Colusa County Recorder wishes to establish an Electronic Recording Delivery System. In order to apply for the CeRTNA - E - Recording grant, in the amount of $10,000, to pay for the cost of the system, the County Recorder must show the department records less than 20,000 documents per year, and that the County Board of Supervisors has authorized the modification of the fee schedule allowing for the fee.

WHEREAS, the Board of Supervisors has been provided the authority to increase recording fees to establish an Electronic Recording System pursuant to Section 27397(c) of the Government Code.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Colusa County Board of Supervisors approves effective May 20, 2025 an additional recording fee of one dollar ($1.00) for recording the first page of every instrument, paper, or notice required or permitted by law to be recorded to be used solely for the implementation and ongoing operation of an Electronic Recording Delivery System.

Attachment: Resolution Authorizing Electronic Recording Delivery System Fee [Revision 1] (10515 : Resolution Adopting the Establishment of

PASSED AND ADOPTED this 20th day of May 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice Smith, Board Chair

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

_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution Authorizing Electronic Recording Delivery System Fee [Revision 1] (10515 : Resolution Adopting the Establishment of

Letter of Intent from County Participants
Fiscal Year 2025/2026

TO: John Navarrete, Field Representative
Department of Justice
Electronic Recording Delivery System
P.O. Box 160968
Sacramento, CA 95816-0968

INTENT TO PARTICIPATE

On behalf of the County of Colusa, I hereby notify the Attorney General of the County's intent to participate in the electronic recording delivery system established under the Electronic Recording Delivery Act of 2004. Pursuant to the Act, a participating county is responsible for paying the direct cost of the regulation and oversight by the Attorney General. I understand that the cost allocated to the County will depend on the number of participating counties and that the County shall receive the cost of participation from the California Department of Justice (DOJ). **In order to determine the cost to the County of Colusa, enclosed herewith is a copy of the report of documents filed and recorded with the Office of the Insurance Commissioner for the previous year, as provided by Government Code section 27296**. The DOJ shall respond with the cost to the County along with the estimated costs of the Attorney General for regulation and oversight to be incurred in the next fiscal year.

Upon review and acceptance of the cost to the County, the County Recorder shall notify the DOJ of their interest to participate. The DOJ shall confirm the estimated cost to allow for any adjustments caused by a decrease or increase in county participation and a decrease or increase in the DOJ operating cost. If the final cost is satisfactory, the County will agree to enter into a Memorandum of Understanding with the DOJ to cover the direct cost of regulation and oversight.

Signature: Christy Jayne Edwards **Date:** 4-28-25
County Recorder

Percentage of documents e-recorded for the previous year: 0
Do not include the G2G Percentage.

INTENT TO NOT PARTICIPATE

On behalf of the County of Colusa I hereby notify the Attorney General of the County's intent to not participate in the electronic recording delivery system established under the Electronic Recording Delivery Act of 2004.

Signature: _____ **Date:** _____
County Recorder

Attachment: Letter of Intent ERDS (10515 : Resolution Adopting the Establishment of an Electronic Recording System/Approving Additional

GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] *(Title 3 added by Stats. 1947, Ch. 424.)*

DIVISION 2. OFFICERS [24000 - 28085] *(Division 2 added by Stats. 1947, Ch. 424.)*

PART 3. OTHER OFFICERS [26500 - 27773] *(Part 3 added by Stats. 1947, Ch. 424.)*

CHAPTER 6. Recorder [27201 - 27399] *(Chapter 6 added by Stats. 1947, Ch. 424.)*

ARTICLE 6. Electronic Recording Delivery Act of 2004 [27390 - 27399] *(Article 6 added by Stats. 2004, Ch. 621, Sec. 2.)*

27390. (a) This article shall be known and may be cited as the Electronic Recording Delivery Act of 2004.

(b) For the purposes of this article, the following definitions shall apply:

(1) "Authorized submitter" means a party that has entered into a contract with a county recorder pursuant to Section 27391 and is not disqualified pursuant to Section 27395.

(2) "Computer security auditor" means computer security personnel hired to perform an independent audit of the electronic recording delivery system. The computer security auditor shall be independent of the county recorder and the authorized submitter and shall not be the same contractor hired to establish or participate in a county's electronic recording delivery system or in the authorized submitter's portion of that system.

(3) "Digital electronic record" means a record containing information that is created, generated, sent, communicated, received, or stored by electronic means, but not created in original paper form.

(4) "Digitized electronic record" means a scanned image of the original paper document.

(5) "Electronic recording delivery system" means a system to deliver for recording, and to return to the party requesting recording, digitized or digital electronic records.

(6) "Security testing" means an independent security audit by a computer security auditor, including, but not limited to, attempts to penetrate an electronic recording delivery system for the purpose of testing the security of that system.

(7) "Source code" means a program or set of programs, readable and maintainable by humans, translated or interpreted into a form that the electronic recording delivery system can execute.

(8) "System certification" means the issuance of a confirmation letter regarding a county's electronic recording delivery system by the Attorney General.

(Amended by Stats. 2016, Ch. 380, Sec. 2. (AB 2143) Effective January 1, 2017.)

27391. (a) Upon approval by resolution of the board of supervisors and system certification by the Attorney General, a county recorder may establish an electronic recording delivery system.

(b) Upon system certification, a county recorder may enter into a contract with a title insurer as defined in Section 12340.4 of the Insurance Code, underwritten title company as defined in Section 12340.5 of the Insurance Code, institutional lender as defined in paragraph (1), (2), or (4) of subdivision (j) of Section 50003 of the Financial Code, or an entity of local, state, or federal government for the delivery for recording, and return to the party requesting recording, of a digital or digitized electronic record that is an instrument to be recorded consistent with subdivision

Attachment: GC27390 etseq (10515 : Resolution Adopting the Establishment of an Electronic Recording System/Approving Additional Fees)

(a) of Section 27201. The contract may provide for the delivery of documents by an agent. However, the agent shall not be a vendor of electronic recording delivery systems.

(c) (1) A county recorder may enter into a contract with an authorized submitter not authorized pursuant to subdivision (b) for the delivery for recording, and return to the party requesting recording, of a digital or digitized electronic record that is an instrument to be recorded consistent with subdivision (a) of Section 27201. The contract may provide for the delivery of documents by an agent. However, the agent shall not be a vendor of electronic recording delivery systems.

(2) An authorized submitter authorized pursuant to this subdivision and any agent submitting documents on behalf of an authorized submitter pursuant to this subdivision shall provide proof of financial responsibility by providing a certificate of insurance evidencing an amount of general liability coverage reasonably adequate to protect against liability and cover potential losses. The amount of general liability coverage required by this paragraph shall be set through rule or regulation by the Attorney General in consultation with interested parties.

(d) A county recorder may refuse to enter into a contract with any party or may terminate or suspend access to a system for any good faith reason, including, but not limited to, a determination by the county recorder that termination or suspension is necessary to protect the public interest, to protect the integrity of public records, or to protect homeowners from financial harm, or if the volume or quality of instruments submitted by the requester is not sufficient to warrant electronic recordation. A county recorder may also terminate or suspend access to a system if a party commits a substantive breach of the contract, the requirements of this article, or the regulations adopted pursuant to this article.

(e) Notwithstanding Section 27321, a county recorder may require a party electronically submitting records to mail a copy of the recorded electronic document to the address specified in the instructions for mailing upon completion of recording.

(f) When a signature is required to be accompanied by a notary's seal or stamp, that requirement is satisfied if the electronic signature of the notary contains all of the following:

(1) The name of the notary.

(2) The words "Notary Public."

(3) The name of the county where the bond and oath of office of the notary are filed.

(4) The sequential identification number assigned to the notary, if any.

(5) The sequential identification number assigned to the manufacturer or vendor of the notary's physical or electronic seal, if any.

(g) This section shall remain in effect only until January 1, 2027, and as of that date is repealed.

(Amended by Stats. 2016, Ch. 380, Sec. 3. (AB 2143) Effective January 1, 2017. Repealed as of January 1, 2027, by its own provisions. See later operative version added by Sec. 4 of Stats. 2016, Ch. 380.)

27391. (a) Upon approval by resolution of the board of supervisors and system certification by the Attorney General, a county recorder may establish an electronic recording delivery system.

(b) Upon system certification, a county recorder may enter into a contract with a title insurer as defined in Section 12340.4 of the Insurance Code, underwritten title company as defined in Section 12340.5 of the Insurance Code, institutional lender as defined in paragraph (1), (2), or (4) of subdivision (j) of Section 50003 of the Financial Code, or an entity of local, state, or federal government for the delivery for recording, and return to the party requesting recording, of a digitized electronic record that is an instrument affecting a right, title, or interest in real property. The contract may provide for the delivery of documents by an agent. However, the agent shall not be a vendor of electronic recording delivery systems.

(c) A county recorder may refuse to enter into a contract with any party or may terminate or suspend access to a system for any good faith reason, including, but not limited to, a determination by the county recorder that termination or suspension is necessary to protect the public interest, to protect the integrity of public records, or to protect homeowners from financial harm, or if the volume or quality of instruments submitted by the requester is not sufficient to warrant electronic recordation. A county recorder may also terminate or suspend access to a system if a party commits a substantive breach of the contract, the requirements of this article, or the regulations adopted pursuant to this article.

(d) Notwithstanding Section 27321, a county recorder may require a party electronically submitting records to mail a copy of the recorded electronic document to the address specified in the instructions for mailing upon completion of

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recording.

(e) When a signature is required to be accompanied by a notary's seal or stamp, that requirement is satisfied if the electronic signature of the notary contains all of the following:

(1) The name of the notary.

(2) The words "Notary Public."

(3) The name of the county where the bond and oath of office of the notary are filed.

(4) The sequential identification number assigned to the notary, if any.

(5) The sequential identification number assigned to the manufacturer or vendor of the notary's physical or electronic seal, if any.

(f) This section shall become operative on January 1, 2027.

(Repealed (in Sec. 3) and added by Stats. 2016, Ch. 380, Sec. 4. (AB 2143) Effective January 1, 2017. Section operative January 1, 2027, by its own provisions.)

27392. (a) No electronic recording delivery system may become operational without system certification by the Attorney General. The certification shall affirm that the proposed county system conforms to this article and any regulations adopted pursuant to this article, that security testing has confirmed that the system is secure and that the proposed operating procedures are sufficient to assure the continuing security and lawful operation of that system. The certification may include any agreements between the county recorder and the Attorney General as to the operation of the system, including, but not limited to, the nature and frequency of computer security audits. Certification may be withdrawn for good cause.

(b) The Attorney General shall approve software and other services for electronic recording delivery systems pursuant to regulations adopted as described in paragraph (7) of subdivision (b) of Section 27393.

(Added by Stats. 2004, Ch. 621, Sec. 2. Effective September 21, 2004.)

27393. (a) The Attorney General shall, in consultation with interested parties, adopt regulations for the review, approval, and oversight of electronic recording delivery systems. Regulations shall be adopted pursuant to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3). The regulations shall comply with Section 12168.7.

(b) The regulations adopted pursuant to subdivision (a) may include, but need not be limited to, all of the following:

(1) Establishment of baseline technological and procedural specifications for electronic recording delivery systems.

(2) Requirements for security, capacity, reliability, and uniformity.

(3) Requirements as to the nature and frequency of computer security audits.

(4) A statement of a detailed and uniform definition of the term "source code" consistent with paragraph (7) of subdivision (b) of Section 27390, and as used in this article, and applicable to each county's electronic recording delivery system.

(5) Requirements for placement of a copy of the operating system, source code, compilers, and all related software associated with each county's electronic recording delivery system in an approved escrow facility prior to that system's first use.

(6) Requirements to ensure that substantive modifications to an operating system, compilers, related software, or source code are approved by the Attorney General.

(7) Procedures for initial certification of vendors offering software and other services to counties for electronic recording delivery systems.

(8) Requirements for system certification and for oversight of approved systems.

(9) Requirements for general liability coverage required by subdivision (c) of Section 27391.

Attachment: GC27390 etseq (10515 : Resolution Adopting the Establishment of an Electronic Recording System/Approving Additional Fees)

(10) Requirements for fingerprinting and criminal records checks required by Section 27395, including a list of employment positions or classifications subject to criminal records checks under subdivision (f) of that section.

(11) Requirements for uniform index information that shall be included in every digitized or digital electronic record.

(12) Requirements for protecting proprietary information accessed pursuant to subdivision (e) of Section 27394 from public disclosure.

(13) Requirements for certification under Section 27397.5.

(c) The Attorney General may promulgate any other regulations necessary to fulfill his or her obligations under this article.

(d) An electronic recording delivery system shall be subject to local inspection and review by the Attorney General. The Attorney General shall furnish a statement of any relevant findings associated with a local inspection of an electronic recording delivery system, to the county recorder and the district attorney of the affected county, and to all technology vendors associated with that system.

(e) This section shall remain in effect only until January 1, 2027, and as of that date is repealed.

(Amended by Stats. 2016, Ch. 380, Sec. 5. (AB 2143) Effective January 1, 2017. Repealed as of January 1, 2027, by its own provisions. See later operative version added by Sec. 6 of Stats. 2016, Ch. 380.)

27393. (a) The Attorney General shall, in consultation with interested parties, adopt regulations for the review, approval, and oversight of electronic recording delivery systems. Regulations shall be adopted pursuant to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3). The regulations shall comply with Section 12168.7.

(b) The regulations adopted pursuant to subdivision (a) may include, but need not be limited to, all of the following:

(1) Establishment of baseline technological and procedural specifications for electronic recording delivery systems.

(2) Requirements for security, capacity, reliability, and uniformity.

(3) Requirements as to the nature and frequency of computer security audits.

(4) A statement of a detailed and uniform definition of the term "source code" consistent with paragraph (7) of subdivision (b) of Section 27390, and as used in this article, and applicable to each county's electronic recording delivery system.

(5) Requirements for placement of a copy of the operating system, source code, compilers, and all related software associated with each county's electronic recording delivery system in an approved escrow facility prior to that system's first use.

(6) Requirements to ensure that substantive modifications to an operating system, compilers, related software, or source code are approved by the Attorney General.

(7) Procedures for initial certification of vendors offering software and other services to counties for electronic recording delivery systems.

(8) Requirements for system certification and for oversight of approved systems.

(9) Requirements for fingerprinting and criminal records checks required by Section 27395, including a list of employment positions or classifications subject to criminal records checks under subdivision (f) of that section.

(10) Requirements for uniform index information that shall be included in every digitized or digital electronic record.

(11) Requirements for protecting proprietary information accessed pursuant to subdivision (e) of Section 27394 from public disclosure.

(12) Requirements for certification under Section 27397.5.

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(c) The Attorney General may promulgate any other regulations necessary to fulfill his or her obligations under this article.

(d) An electronic recording delivery system shall be subject to local inspection and review by the Attorney General. The Attorney General shall furnish a statement of any relevant findings associated with a local inspection of an electronic recording delivery system, to the county recorder and the district attorney of the affected county, and to all technology vendors associated with that system.

(e) This section shall become operative on January 1, 2027.

(Repealed (in Sec. 5) and added by Stats. 2016, Ch. 380, Sec. 6. (AB 2143) Effective January 1, 2017. Section operative January 1, 2027, by its own provisions.)

27394. (a) To be eligible to establish an electronic recording delivery system, a county recorder shall contract with, and obtain a report from, a computer security auditor selected from a list of computer security auditors approved by the Attorney General.

(b) The Attorney General shall approve computer security auditors on the basis of significant experience in the evaluation and analysis of internet security design, the conduct of security testing procedures, and specific experience performing internet penetration studies. The Attorney General shall complete the approval of security auditors within 90 days of a request from a county recorder. The list shall be a public record.

(c) An electronic recording delivery system shall be audited, at least once during the first year of operation and periodically thereafter, as set forth in regulation and in the system certification, by a computer security auditor. The computer security auditor shall conduct security testing of the electronic recording delivery system. The reports of the computer security auditor shall include, but not be limited to, all of the following considerations:

(1) Safety and security of the system, including the vulnerability of the electronic recording delivery system to fraud or penetration.

(2) Results of testing of the system's protections against fraud or intrusion, including security testing and penetration studies.

(3) Recommendations for any additional precautions needed to ensure that the system is secure.

(d) Upon completion, the reports and any response to any recommendations shall be transmitted to the board of supervisors, the county recorder, the county district attorney, and the Attorney General. These reports shall be exempt from disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(e) A computer security auditor shall have access to any aspect of an electronic recording delivery system, in any form requested. Computer security auditor access shall include, but not be limited to, permission for a thorough examination of source code and the associated approved escrow facility, and necessary authorization and assistance for a penetration study of that system.

(f) If the county recorder, a computer security auditor, a district attorney for a county participating in the electronic recording delivery system, or the Attorney General reasonably believes that an electronic recording delivery system is vulnerable to fraud or intrusion, the county recorder, the board of supervisors, the district attorney, and the Attorney General shall be immediately notified. The county recorder shall immediately take the necessary steps to guard against any compromise of the electronic recording delivery system, including, if necessary, the suspension of an authorized submitter or of the electronic recording delivery system.

(Amended by Stats. 2021, Ch. 615, Sec. 190. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)

27395. (a) No person shall be a computer security auditor or be granted secure access to an electronic recording delivery system if he or she has been convicted of a felony, has been convicted of a misdemeanor related to theft, fraud, or a crime of moral turpitude, or if he or she has pending criminal charges for any of these crimes. A plea of guilty or no contest, a verdict resulting in conviction, or the forfeiture of bail, shall be a conviction within the meaning of this section, irrespective of a subsequent order under Section 1203.4 of the Penal Code.

(b) All persons entrusted with secure access to an electronic recording delivery system shall submit fingerprints to the Attorney General for a criminal records check according to regulations adopted pursuant to Section 27393.

(c) (1) The Attorney General shall submit to the Department of Justice the fingerprint images and related information of persons with secure access to the electronic recording delivery system and computer security auditors for the purpose of obtaining information as to the existence and nature of a record of state or federal convictions

Attachment: GC27390 etseq (10515 : Resolution Adopting the Establishment of an Electronic Recording System/Approving Additional Fees)

and arrests for which the Department of Justice establishes that the applicant was released on bail or on his or her own recognizance pending trial.

(2) The Department of Justice shall respond to the Attorney General for criminal offender record information requests submitted pursuant to this section, with information as delineated in subdivision (l) of Section 11105 of the Penal Code.

(3) The Department of Justice shall forward requests from the Attorney General to the Federal Bureau of Investigation for federal summary criminal history information pursuant to this section.

(4) The Attorney General shall review and compile the information from the Department of Justice and the Federal Bureau of Investigation to determine whether a person is eligible to access an electronic recording delivery system pursuant to this article.

(5) The Attorney General shall request subsequent arrest notification service, pursuant to Section 11105.2 of the Penal Code, for all persons with secure access to the electronic recording delivery system and all computer security auditors.

(d) The Attorney General shall deliver written notification of an individual's ineligibility for access to an electronic recording delivery system to the individual, his or her known employer, the computer security auditor, and the county recorder.

(e) The Department of Justice shall charge a fee sufficient to cover the cost of processing a state or federal criminal offender record information request and any other costs incurred pursuant to this section.

(f) The Attorney General shall define "secure access" by regulation and by agreement with the county recorder in the system certification.

(Amended by Stats. 2005, Ch. 520, Sec. 1. Effective January 1, 2006.)

27396. (a) The Attorney General shall monitor the security of electronic recording delivery systems statewide, in close cooperation with county recorders and public prosecutors. In the event of an emergency involving multiple fraudulent transactions linked to one county's use of an electronic recording delivery system, the Attorney General may order the suspension of electronic recording delivery systems in any county or in multiple counties, if necessary to protect the security of the system, for a period of up to seven court days. The Attorney General may seek an order from the superior court if it is necessary to extend this order.

(b) (1) The Attorney General, a district attorney, or a city prosecutor may bring an action in the name of the people of the state seeking declaratory or injunctive relief, restitution for damages or economic loss, rescission, or other equitable relief pertaining to any alleged violation of this article or regulations adopted pursuant to this article. Injunctive relief may include, but is not limited to, an order suspending a party from participation in the electronic recording delivery system, on a temporary or permanent basis.

(2) Nothing in this subdivision shall be construed to prevent the Attorney General, a district attorney, or a city prosecutor from seeking legal or equitable relief under any other provision of law.

(Added by Stats. 2004, Ch. 621, Sec. 2. Effective September 21, 2004.)

27397. (a) A county establishing an electronic recording delivery system pursuant to this article shall pay for the direct cost of regulation and oversight by the Attorney General.

(b) The Attorney General may charge a fee directly to a vendor seeking approval of software and other services as part of an electronic recording delivery system. The fee shall not exceed the reasonable costs of approving software or other services for vendors.

(c) In order to pay costs under this section, a county may do any of the following:

(1) Impose a fee in an amount up to and including one dollar ($1) for each instrument, paper, or notice that is recorded by the county. This fee may, at the county's discretion, be limited to instruments, papers, or notices that are recorded pursuant to the electronic recording delivery system.

(2) Impose a fee upon any vendor seeking approval of software and other services as part of an electronic recording delivery system.

(3) Impose a fee upon any person seeking to contract as an authorized submitter.

Attachment: GC27390 etseq (10515 : Resolution Adopting the Establishment of an Electronic Recording System/Approving Additional Fees)

(d) The total fees assessed by a county recorder pursuant to this section may not exceed the reasonable total costs of the electronic recording delivery system, the review and approval of vendors and potential authorized submitters, security testing as required by this article and the regulations of the Attorney General, and reimbursement to the Attorney General for regulation and oversight of the electronic recording delivery system.

(e) Fees paid to the Attorney General pursuant to subdivisions (a) and (b) shall be deposited in the Electronic Recording Authorization Fund which is hereby created in the State Treasury, and, notwithstanding Section 13340, is continuously appropriated, without regard to fiscal years, to the Attorney General for the costs described in those subdivisions. Moneys deposited in the Electronic Recording Authorization Account prior to the effective date of the amendments to this subdivision made during the 2015 Regular Session shall be immediately transferred to the Electronic Recording Authorization Fund.

(Amended by Stats. 2018, Ch. 467, Sec. 14. (SB 1498) Effective January 1, 2019.)

27397.5. (a) A county recorder may include in the county's electronic recording delivery system a secure method for accepting for recording a digital or digitized electronic record that is an instrument of reconveyance, substitution of trustee, or assignment of deed of trust.

(b) A county recorder may contract with a title insurer, as defined in Section 12340.4 of the Insurance Code, underwritten title company, as defined in Section 12340.5 of the Insurance Code, an entity of state, local, or federal government, or an institutional lender, as defined in Section 50003 of the Financial Code, or their authorized agents, to be an authorized submitter of the documents specified in subdivision (a).

(c) With respect to the electronic submission of the records described in subdivision (a), the requirements that an authorized submitter be subject to a security audit under Section 27394 and a criminal records check under Section 27395 shall not apply where the certification requirements of subdivision (d) have been met.

(d) (1) In order for subdivision (c) to apply, the county recorder and the Attorney General shall certify that the method of submission allowed under the system will not permit an authorized submitter or its employees and agents, or any third party, to modify, manipulate, insert, or delete information in the public record, maintained by the county recorder, or information in electronic records submitted pursuant to subdivision (b) of Section 27391.

(2) Certification under this section may be withdrawn by either the county recorder or the Attorney General at any time either determines that the requirements of this subdivision are not met.

(e) For purposes of this section, an agent of an authorized submitter shall not include a vendor of electronic recording delivery systems.

(Added by Stats. 2004, Ch. 621, Sec. 2. Effective September 21, 2004.)

27398. (a) The Attorney General shall conduct an evaluation of electronic recording delivery systems authorized by this article, and report to both houses of the Legislature on or before June 30, 2009.

(b) It is the intent of the Legislature that the evaluation include an analysis of costs, cost savings, security and real estate fraud prevention, and recommendations as to improvements and possible expansion of the provisions of this article.

(c) The evaluation shall also include a study of the feasibility of expanding the provisions of this article to cover the delivery, recording, and return of other electronic records.

(Added by Stats. 2004, Ch. 621, Sec. 2. Effective September 21, 2004.)

27399. (a) Nothing in this article shall be construed to authorize any state agency to administer any of the processes or procedures relating to the business of the county recorders of the state in any manner not otherwise specifically set forth in this article.

(b) The authority granted in this article is in addition to any other authority or obligation under state or federal law.

(c) Nothing in this article shall be construed to repeal or affect Section 27279, 27279.1, 27279.2, 27297.6, 27387.1, or 27399.7, or the authority of the Counties of Orange and San Bernardino to act under those provisions.

(Added by Stats. 2004, Ch. 621, Sec. 2. Effective September 21, 2004.)

Attachment: GC27390 etseq (10515 : Resolution Adopting the Establishment of an Electronic Recording System/Approving Additional Fees)

COUNTY OF COLUSA, CA 4.1

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

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

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

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2024/25					
Department	**Fund**	**Object**	**Dept**	**Amount**	IB#
Ag Commissioner	001	45470	560	12,000.00	IB-022
Ag Commissioner	001	45399	560	50,888.00	
Ag Commissioner	001	53230	560	12,000.00	
Ag Commissioner	001	53231	560	15,706.00	
Ag Commissioner	001	53250	560	5,000.00	
Ag Commissioner	001	57099	560	30,182.00	

Prior Board Action

None.

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms.

Action for the Clerk

None.

ATTACHMENTS:

- IB-022 (PDF)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: AG Commissioner

Submitted By: Leeann Price

Digitally signed by Leeann Price
Date: 2025.04.17 14:17:12 -07'00'

Explanation: Recognizing the Revenue we received from a Community Engagement Funding Grant from California Department of Pesticide Regulation to be used for Public Outreach & excess revenue in Unclaimed Gas Tax. Need to adjust Special Department Expense to cover the expense of supplies for the Farm Show outreach & Grower Meeting. Need to adjust Software to cover CalCATs & Microsoft 365, Travel for the upcoming travel expenses that will not be covered & Fixed Assets refresh computer stations (per IT), Server that will not be supported as of 10/25, NEC Telephone System (Per IT's recommendation) and a new ice machine for the upcoming phyto season.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	45470	560	State Grant Award	$ 0.00	$ 12,000.00	$ 12,000.00
001	45399	560	Unclaimed Gas Tax	$ 300,000.00	$ 350,888.00	$ 50,888.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 62,888.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	53230	560	Special Department Expense	$ 2,150.00	$ 14,150.00	$ 12,000.00
001	53231	560	Software	$ 9,294.00	$ 25,000.00	$ 15,706.00
001	53250	560	Transportation & Travel	$ 9,750.00	$ 14,750.00	$ 5,000.00
001	57099	560	Fixed Assets < $5,000	$ 7,818.00	$ 38,000.00	$ 30,182.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 62,888.00

Fiscal Year: 2024-25

Board Date: 5/20/2025

Inter-Budget Log #: IB- 022

OpenGov Amendment #:

Attachment: IB-022 (10495 : FY24/25 Inter-Budgets for Approval)

COUNTY OF COLUSA, CA

4.2

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims as follows:

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

Detailed Description/Background of request

The Sutter Center for Psychiatry provided services to a BHS client, but there is no contract currently in place for this provider.

The County has received an additional late billing from Sutter Yuba Behavioral Health, similar to those the Board approved on April 8th.

Prior Board Action

None.

Fiscal Impact/Funding Source

As indicated on each claim.

Action for the Clerk

None.

ATTACHMENTS:

- Board Approval 24-25 (PDF)
- SUTTER_CENTER_FOR_PSYCHIATRY_5.5.25~~~~along (PDF)
- SUTTER_YUBA_BH_4.22.25~~~~along (PDF)

BOARD APPROVAL

5/20/2025

Invoice #	Fund/Department	Vendor	Amount
043025CLT	BEHAVIORAL HEALTH *No Contract*	Sutter Center for Psychiatry	$ 5,043.92
JUL23-JUN24AATS	BEHAVIORAL HEALTH *No Contract*	Sutter-Yuba Behavioral Health	$519.20

1. _____
2. _____
3. _____
4. _____
5. _____

Attachment: Board Approval 24-25 (10464 : Approve Special Claims)

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 989 Vendor Name: SUTTER CENTER FOR PSYCHIATRY

If Misc. Vendor or Special Remit to Address: P.O. BOX 278510

SACRAMENTO, CA 95827

Separate Check: ☐ Yes ☑ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:

4/30 CLIENT 13025 $5,043.92 - SPECIAL CLAIM - CONTRACT PENDING

Invoice No: 043025CLT13025	Invoice Amount: $ 5,043.92	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	
Invoice No:	Invoice Amount:	

Grand Total of All Invoices: $ 5,043.92

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: Bonnie Briscoe Digitally signed by Bonnie Briscoe DN: cn=Bonnie Briscoe Date: 2025.05.05 11:04:19 -07'00'

Attachment: SUTTER_CENTER_FOR_PSYCHIATRY_5.5.25~~~along (10464 : Approve Special Claims)

SUTTER CENTER FOR PSYCHI
7700 FOLSOM BOULEVARD
SACRAMENTO CA 958262608
8553981633

SUTTER CENTER FOR PSYCHI
PO BOX 278510
SACRAMENTO CA 958278510

b. MED. REC. # 67007355

5 FED. TAX NO.	6 STATEMENT COVERS PERIOD FROM	THROUGH
941156621	041225	041625

8 PATIENT NAME	a	9 PATIENT ADDRESS	a	b	c	d	e
[redacted]	#13025	923 8TH ST		WILLIAMS	CA	95987	

10 BIRTHDATE	11 SEX	12 ADMISSION DATE	13 HR	14 TYPE	15 SRC	16 DHR	17 STAT	CONDITION CODES 18	19	20	21	22	23	24	25	26	27	28	29 ACDT STATE	30
09171981	F	041225	01	2	4	11	01													

31 OCCURRENCE CODE	DATE	32 OCCURRENCE CODE	DATE	33 OCCURRENCE CODE	DATE	34 OCCURRENCE CODE	DATE	35 OCCURRENCE SPAN CODE	FROM	THROUGH	36 OCCURRENCE SPAN CODE	FROM	THROUGH	37
11	041225													

38
COLUSA COUNTY MENTAL HEALTH
162 EAST CARSON STREET

COLUSA, CA 95932

	39 CODE	VALUE CODES AMOUNT	40 CODE	VALUE CODES AMOUNT	41 CODE	VALUE CODES AMOUNT
a	01	5032 00	80	4 00		
b						
c						
d						

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES
0124	PSYCH/2BED	2960.00		4	11840 00	
0250	PHARMACY			8	119 00	
0301	LAB/CHEMISTRY			3	796 00	
0302	LAB/IMMUNOLOGY			1	97 00	
0306	LAB/BACT-MICRO			2	503 00	
		$1,260.98 x 4 = $5,043.92				

RECEIVED
APR 23 2025
By

303-55-270-713-C

0001 PAGE 1 OF 1 CREATION DATE 042125 TOTALS 13355 00

50 PAYER NAME	51 HEALTH PLAN ID	52 REL INFO	53 ASG BEN	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI	57 OTHER PRV ID
COLUSA COUNTY MENTAL H		Y	Y		13355 00	1952350944	

58 INSURED'S NAME	59 P. REL	60 INSURED'S UNIQUE ID	61 GROUP NAME	62 INSURANCE GROUP NO.
[redacted]	18	94981437D	OTHER COUNTY M	

63 TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME
89066748725		

66 DX											68
0	F332 Y	R45851 Y	J309 Y	Z79899							

69 ADMIT DX	70 PATIENT REASON DX				71 PPS CODE	72 ECI				73
F332					885					

74 PRINCIPAL PROCEDURE CODE	DATE	a. OTHER PROCEDURE CODE	DATE	b. OTHER PROCEDURE CODE	DATE	75
c. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE	

76 ATTENDING	NPI	QUAL
LAST UDDIN	FIRST MUHAMMAD	1972709798
77 OPERATING	NPI	QUAL
LAST	FIRST	
78 OTHER	NPI	QUAL
LAST	FIRST	
79 OTHER	NPI	QUAL
LAST	FIRST	

80 REMARKS

caraskra

81CC
a B3283Q000000X
b
c
d

UB-04 CMS-1450 NLCF-UB04-1 APPROVED OMB NO. 0938-0997 OCR/Original

NUBC National Uniform Billing Committee 24394604

THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF

Attachment: SUTTER_CENTER_FOR_PSYCHIATRY_5.5.25~~~along (10464 : Approve Special Claims)

Inpatient Hospitalization Summary:

Client Name: [redacted] Client No.: 13025

Name of hospital: Sutter Center for Psychiatry

Date of admission: 04/12/2025

Date of discharge: 04/16/2025

# of days requested: 04 *(not to include DOD)*

(✓) Approved as requested:

Days approved: 4

( ) Approved as modified:

Days approved: _____

Days denied: _____

Dates of days denied: _____

Reason for denial explained below

( ) DENIED (*Reason for denial explained below)*

VALIDATING INFORMATION AND EXPLANATION:

[redacted]

Signed by: [redacted], LCSW Date: 4-30-25

Attachment: SUTTER_CENTER_FOR_PSYCHIATRY_5.5.25~~~along (10464 : Approve Special Claims)

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 1255 Vendor Name: SUTTER-YUBA BEHAVIORAL HEALTH

If Misc. Vendor or Special Remit to Address: PO BOX 1520

YUBA CITY, CA 95992-1520

Separate Check: ☐ Yes ☑ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:
4/11 - SPECIAL CLAIM - AATS JUL23-JUN24 $519.20

Invoice No:	JUL23-JUN24AATS	Invoice Amount:	$ 519.20		
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			

Grand Total of All Invoices: $ 519.20

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: Bonnie Briscoe Digitally signed by Bonnie Briscoe DN: cn=Bonnie Briscoe Date: 2025.04.28 09:03:34 -07'00'

Attachment: SUTTER_YUBA_BH_4.22.25~~~along (10464 : Approve Special Claims)

SUTTER-YUBA
BEHAVIORAL HEALTH
1965 Live Oak Boulevard, Suite A
P.O. Box 1520 Yuba City, CA 95992-1520
O: (530) 822-7200

RICK BINGHAM, LMFT, #41622
Local Mental Health Director
Alcohol and Drug Program Administrator
Assistant Director of Health and Human Services
O: (530) 822-7327

RECEIVED
APR 17 2025
By

Date: 04/11/2025

To: Colusa County
Behavioral Health Office
162 E Carson Street
Colusa, CA 95932
ATTN: Fiscal Division

RE: American Addiction Treatment Services (AATS) for Colusa County

Dear Billing Office,

American Addiction Treatment Services (AATS), a Narcotic Treatment Program (NTP) located in Yuba County, contracts directly with DHCS for NTP services. AATS provides NTP services to clients in surrounding counties, including Colusa County County residents. These services have been billed to Sutter-Yuba Behavioral Health. Pursuant to *Senate Bill (SB) 1014, Section 19, subsection 11772(a)(1), the* State invoices the County for approved DMC claims submitted by the State's subcontractor.

It is important to note that DHCS did not provide this information to us in a timely manner. As a result, we requested additional details to validate the charges, which led to a significant delay in receiving the necessary documentation. Despite this, Sutter-Yuba Behavioral Health fulfilled payment for these services on behalf of your residents.

Therefore, we respectfully request reimbursement for the amounts paid on your behalf. Attached is a detailed list of the clients and services provided. Should you require any further information or clarification, please do not hesitate to contact me. The fastest way to reach me is via email at ccook@co.sutter.ca.us.

Attachment: SUTTER_YUBA_BH_4.22.25~~~along (10464 : Approve Special Claims)

SUSAN REDFORD, LMFT, #43709
Acute Psychiatric Services Branch Director
O: (530) 822-7200

ELIZABETH GOWAN, LMFT, #32342
Adult Services Branch Director
O: (530) 822-7200

JOSH THOMAS, LCSW, #65309
Children's Services Branch Director
O: (530) 822-7200

Addiction Treatment Services, INC. DMC #58AC

FISCAL YEAR 24-25 Jan-Mar <- REFERENCES DATES OF SUBMISSION

TOTAL AMOUNT $519.20

REMIT TO: Sutter-Yuba Behavioral Health
1965 Live Oak Boulevard, Suite A
P.O. BOX 1520
Yuba City, CA 95992

Thank you for your attention to this matter,

Sincerely,

Cristy Cook

On Behalf of Amanda Martin, Administrative Services Officer

Sutter-Yuba Behavioral Health

ccook@co.sutter.ca.us

530-822-7200 ext 2269

Attachment: SUTTER_YUBA_BH_4.22.25~~~along (10464 : Approve Special Claims)

SERVICE_FISCAL_YEAR	CONTRACT_COUNTY	COUNTY_OF_RESPONSIBILITY	PCCN	SERVICE_LINE_ID	CLAIM_OUTCOME	CIN	SERVICE_START_DATE	SERVICE_END_DATE	SUBMISSION_DATE	UNITS_OF_SERVICE	BILLED_AMOUNT	APPROVED_AMOUNT	FFP_AMOUNT	SGF_AMOUNT	COUNTY_AMOUNT
23/24	58-Yuba	06-Colusa	466742131	471164344	Repl_Approved	90777813A	7/20/2023	7/20/2023	2/7/2025	4	$ 352.00	$ 352.00	$ 184.80	$ -	$ 167.20
23/24	58-Yuba	06-Colusa	466742800	471165013	Repl_Approved	90777813A	6/7/2024	6/7/2024	2/7/2025	4	$ 352.00	$ 352.00	$ 176.00	$ -	$ 176.00
23/24	58-Yuba	06-Colusa	466742801	471165014	Repl_Approved	90777813A	6/21/2024	6/21/2024	2/7/2025	4	$ 352.00	$ 352.00	$ 176.00	$ -	$ 176.00
23/24	58-Yuba	06-Colusa	466743098	471165311	Repl_Approved	94250440D	6/6/2024	6/6/2024	2/7/2025	4	$ 352.00	$ 352.00	$ 316.80	$ 35.20	$ -
23/24	58-Yuba	06-Colusa	466743099	471165312	Repl_Approved	94250440D	6/17/2024	6/17/2024	2/7/2025	4	$ 352.00	$ 352.00	$ 316.80	$ 35.20	$ -
23/24	58-Yuba	06-Colusa	466743100	471165313	Repl_Approved	94250440D	6/24/2024	6/24/2024	2/7/2025	4	$ 352.00	$ 352.00	$ 316.80	$ 35.20	$ -
															$ 519.20

003-55270-211-7261

Attachment: SUTTER_YUBA_BH_4.22.25~~~along (10464 : Approve Special Claims)

COUNTY OF COLUSA, CA 4.3

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Risk Management

FROM: Wendy Tyler

SUBJECT: Presentation on Loss Prevention and Safety activities.

Presentation on Loss Prevention and Safety activities.

Detailed Description/Background of request

The Safety Officer provides a Loss Prevention update to the Board of Supervisors as directed in the Injury Illness Prevention Program. The update generally includes a program overview, the status of employee training, inspection activities, and completed ergonomic assessments for the quarter.

Prior Board Action

On February 11, 2025 the Board received information regarding the Loss Prevention/Safety Program.

On December 19, 2023, the Board of Supervisors received information regarding the Loss Prevention/Safety Program.

Fiscal Impact/Funding Source

None

Action for the Clerk

None

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Designate Authority to make determinations of Public Convenience or Necessity (PCN) for persons or premises applying for an Alcoholic Beverage Control (ABC) license.

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

Detailed Description/Background of request

The Board recently received correspondence from the Department of Alcoholic Beverage Control (ABC) requesting the Board confirm the process they desire to utilize in consideration of applications for licenses. The current process is that the Board of Supervisors makes the determinations.

Should the Board no longer desire to be the determiner, you could designate another subordinate officer or body (e.g., CAO, Community Development Director, or Planning Commission) to make the determination whether the issuance of a license would serve the public convenience and/or necessity.

Staff has also learned that each time there is a change in the composition of the Board the determination process must be re-evaluated.

Prior Board Action

Board last approved a determination on February 28, 2023.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send determination to the ABC at Department of Alcoholic Beverage Control, 2400 Del Paso Road, Suite 155, Sacramento, CA 95834.

ATTACHMENTS:

- Letter from ABC (PDF)
- Excerpt from the BUSINESS AND PROFESSIONS CODE (PDF)

STATE OF CALIFORNIA — BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY Gavin Newsom, Governor

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
Sacramento District Office
2400 Del Paso Rd, Ste 155
Sacramento, CA 95834
(916) 419-1319

RECEIVED
APR 24 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

April 22, 2025

Colusa County Board of Supervisors
547 Market St, Ste 102
Colusa, CA 95932

RE: Public Convenience or Necessity
23958.4 CA Business & Professions Code
Designation of Subordinate Officer or Body

To Whom It May Concern:

Per section 23958 of the California Business and Professions Code (BPC), the Department of Alcoholic Beverage Control (ABC) shall deny an application for a license if issuance would result in or add to an undue concentration of licenses. Section 23958.4 BPC defines what constitutes an "undue concentration" of ABC licenses.

Section 23958.4 further states, with respect to certain license types, e.g., off-sale (types 20,21), public premises (types 42,48), and certain club-type licenses (types 50,51,57), *the Department may issue said licenses if the local governing body, or its designated subordinate officer or body, determines that issuance of the license would serve a public convenience or necessity (PCN)*.

Our records indicate the following:

☐ You have NOT designated a subordinate officer or body to make determinations of public convenience or necessity regarding ABC license applications where undue concentration exists. The Department of Alcoholic Beverage Control will accept determinations from your City Council or Board of Supervisors.

If this information is incorrect or outdated, please contact the Department at the above address and provide updated information so that we may contact the appropriate designee regarding determinations of public convenience or necessity. Please contact us if you have any questions or concerns.

Sincerely,

Alison Newkirk
Staff Services Manager I

Enclosure: 23958 & 23958.4 B.P.

ABC-822

Attachment: Letter from ABC (10526 : Department of Alcoholic Beverage Control Designation)

Business & Profession Code § 23958

Upon receipt of an application for a license or for a transfer of a license and the applicable fee, the department shall make a thorough investigation to determine whether the applicant and the premises for which a license is applied qualify for a license and whether the provisions of this division have been complied with, and shall investigate all matters connected therewith which may affect the public welfare and morals. The department shall deny an application for a license or for a transfer of a license if either the applicant or the premises for which a license is applied do not qualify for a license under this division.

The department further shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4.

Business & Profession Code § 23958.4

(a) For purposes of Section 23958, "undue concentration" means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

(1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.

(2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.

(3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

(1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer's license, or a winegrower's license, if the applicant shows that public convenience or necessity would be served by the issuance.

(2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated

Attachment: Letter from ABC (10526 : Department of Alcoholic Beverage Control Designation)

subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Population Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

(f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.

Attachment: Letter from ABC (10526 : Department of Alcoholic Beverage Control Designation)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

BUSINESS AND PROFESSIONS CODE

Section 23958.4

23958.4. (a) For purposes of Section 23958, "undue concentration" means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

(1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.

(2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.

(3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

(1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer's license, or a winegrower's license, if the applicant shows that public convenience or necessity would be served by the issuance.

(2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

Attachment: Excerpt from the BUSINESS AND PROFESSIONS CODE (10526 : Department of Alcoholic Beverage

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Demographic Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

(f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.

(Amended by Stats. 2019, Ch. 29, Sec. 46. (SB 82) Effective June 27, 2019.)

Attachment: Excerpt from the BUSINESS AND PROFESSIONS CODE (10526 : Department of Alcoholic Beverage

COUNTY OF COLUSA, CA

5.2

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Appoint Benjamin Carter to fill an unexpired term on the Airport Advisory Committee effective April 22, 2025 through September 6, 2027

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

Detailed Description/Background of request

The Board Clerk received a letter from Mr. Lindquist resigning from his position effective March 7, 2025. A notice of vacancy was published in the paper of local circulation on March 21, 2025. Two applications were received, however one was withdrawn upon a request made to be present at an upcoming Board meeting for the purpose of an interview. This leaves us with one application from Benjamin Carter (attached) and Mr. Carter does meet the eligibility requirements to be appointed on the Committee.

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

Vacancies: Unscheduled vacancies shall be filled by appointment by the Board in accordance with California Government Code section 54974. The expiration date of the term of office of each member will be the first Monday in September in the year in which that member's term is to expire.

Prior Board Action

April 22, 2025 Request to approve appointment was Continued upon receipt of another applicants application after the posting of the April 22, 2015 BOS agenda: reaffirming current members expiration dates was approved.

Fiscal Impact/Funding Source

Cost of notice of vacancy

Action for the Clerk

Send notice of appointment to Mr. Carter 4245 River Rd., Colusa, CA 95932 an Notify all Committee members of the term ending date and Airport Director of all actions taken.

ATTACHMENTS:

- Application Benjamin Carter (PDF)
- 21-011 Approving Modified Airport Advisory Committee Bylaws (PDF)
- Notice of Vacancy - Airport Advisory Committee-ALUC Proof (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY
AIRPORT ADVISORY COMMITTEE

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

Office Use Only
Date Stamp
RECEIVED
MAR 25 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
COLUSA COUNTY AIRPORT ADVISORY COMMITTEE

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
BENJAMIN F. CARTER	4245 RIVER RD

CITY:	PHONE:	E-MAIL:
COLUSA	CELL NO.: 530 682 9700	bencarter@succeed.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:** JANICE BELL

ELIGIBILITY: Committee members shall be a resident of Colusa County. At least 4 members shall have expertise in aviation, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates an airport.

LIST ANY AVIATION EXPERIENCE OR KNOWLEDGE AND REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

THE CONTINUED OPERATION OF THE COLUSA COUNTY AIRPORT IS EXTREMELY IMPORTANT TO OUR COMMUNITY. IT PROVIDES PUBLIC ACCESS TO THE COUNTY, A RECREATION COMPONENT, AND BUSINESS SUPPORT PARTICULARLY AERIAL APPLICATORS AND OUR IMPORTANT AGRICULTURAL ECONOMY. IN ADDITION, IT ALLOWS EMERGENCY ACCESS AND SUPPORT IN THE EVENT OF WILDFIRE, FLOOD, AND EARTHQUAKE.

I HAVE BEEN AN INSTRUMENT RATED PRIVATE PILOT FOR OVER 50 YEARS. MY AIRCRAFT HAS BEEN BASED AT THE COLUSA AIRPORT SINCE 1975.

THANK YOU FOR THIS OPPORTUNITY TO SERVE OUR COMMUNITY. Benjamin Carter

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

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

Attachment: Application Benjamin Carter (10509 : Appointment Airport Advisory Committee)

RESOLUTION NO. 21-011

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING MODIFIED AIRPORT ADVISORY COMMITTEE BYLAWS CORRECTING THE MEMBER TERM OF OFFICE

WHEREAS, on August 4, 2020 the Board approved revised bylaws for the Airport Advisory Committee effective upon its reformation;

WHEREAS, the revised bylaws contained an inaccurate legacy term setting Advisory Committee member terms to expire in "May" in the year in which that member's term was set to expire; and

WHEREAS, the Board approved reformation of the Airport Advisory Committee in September 2020 so the applicable anniversary month for expiring member terms should be "September".

NOW, THEREFORE, BE IT RESOLVED that the modified bylaws attached to this resolution are approved modifying the anniversary month for expiring member terms to the first Monday in September of the applicable year.

PASSED AND ADOPTED this 16th day of March 2021 by the following vote:

AYES: Supervisors Kent S. Boes, Daurice K. Smith, Denise J. Carter J. Merced Corona, and Gary J. Evans.

NOES: None.

ABSENT: None.

Gary J. Evans, Board Chair

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10509 : Appointment Airport Advisory Committee)

BYLAWS OF THE COLUSA COUNTY AIRPORT ADVISORY COMMITTEE

ARTICLE I. PURPOSE

1.0 **Purpose.** The Airport Advisory Committee ("Committee") is established to advise and provide recommendations to the Colusa County Board of Supervisors regarding the operation of the Colusa County Airport. The Committee shall also serve as the designated Airport Land Use Commission ("ALUC") as previously designated by the Board of Supervisors in accordance with California Public Utilities Code 21670.1(a).

ARTICLE II. MEMBERSHIP

2.0 **Number of Members.** The Committee will be composed of 7 members.

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

2.2 **Appointment, Terms of Office, and Unscheduled Vacancies.** Members shall be appointed by the Board of Supervisors to serve 4 year staggered terms. Members may be reappointed for subsequent terms. Members serve at the pleasure of the Board and may be removed from their position with or without cause at any time. Unscheduled vacancies shall be filled by appointment by the Board in accordance with California Government Code section 54974. The expiration date of the term of office of each member will be the first Monday in September in the year in which that member's term is to expire.

A. To stagger the terms of appointment, at the first regular meeting of the Committee following approval of these By-Laws by the Board of Supervisors and appointment of members to the Committee, members shall draw lots to determine their initial terms of appointment with 1 members having a one year term, 2 having a two year term, 2 having a three year term; and 2 having a four year term. Committee seats with less than a full four year term will convert to a standard four year term upon expiration of the first initial term.

2.3 **Compensation and Expenditures.** Members serve without compensation. The Committee and its members have no authority to expend funds or to incur an obligation on behalf of the County unless specifically authorized and approved to do so by the Board of Supervisors.

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10509 : Appointment Airport Advisory Committee)

2.4 **Attendance.** Members are required to attend Committee meetings. A Member shall notify the Chair if the member is unable to attend. A member who fails to attend 2 regularly scheduled meetings during the calendar year will be referred to the Board of Supervisors which may in their sole discretion terminate the member's appointment. In such instance the Committee may recommend to the Board of Supervisors a replacement for the vacated position.

2.5 **Board of Supervisors Liaison**. The Board of Supervisors will annually designate one Board member to serve as a liaison between the Board and the Committee.

2.6 **Conflicts of Interest.** Members will comply with the County's Conflict of Interest Code and all other applicable provisions of the law. Members will avoid the appearance of a potential conflict and recuse themselves from decisions in which they may have a potential conflict of interest.

ARTICLE III. COMMITTEE OFFICERS

3.0 **Officers.** The Committee shall have a Chair and Vice Chair. The Chair and Vice Chair will initially be nominated and elected by the Committee members at the first regular meeting following the adoption of these bylaws by the Board of Supervisors and then annually at the Committee's first regular meeting of each year. Nomination and election of officers may also occur at other times in the event of a vacancy. In the absence of the Chair and Vice Chair at any one meeting, the Committee members shall select one of the members to act as Chair.

3.1 **Officer Duties.**

A. **Chair.** The Chair presides over the Committee meeting and shall generally manage the business of the Committee. The Chair may also appoint special committees, the Chairs of those special committees, and set the duration and tasks of those special committees as may be necessary.

B. **Vice Chair.** The Vice Chair will perform the duties of the Chair in his or her absence.

3.2 **Clerk to the Committee.** The Clerk of the Board of Supervisors will serve as the Clerk of the Committee. The Clerk will prepare Committee meeting agendas, provide the required notices under the law, and keep and attest to records of the proceedings of the Committee, including the keeping of minutes.

ARTICLE IV. MEETINGS

4.0 **Regular Meetings.** Regular Committee meetings will be held on the first Monday of every other month starting the first month of the year. If the Monday falls on a holiday it

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10509 : Appointment Airport Advisory Committee)

will be held on the following Monday. The place and time of the meetings will be established by the Committee and noticed in accordance with the Ralph M. Brown Act.

4.1 **Special Meetings.** Special meetings may be called by the Chair.

4.2 **Brown Act.** Committee meetings will conform to the Ralph M. Brown Act (Cal. Gov. Code sections 54950 et. seq.)

4.3 **Agenda.** Items may be placed on the agenda for Committee meetings by the Chair, the Director of Airport Operations, the County Administrative Officer, or a member of the Board of Supervisors. Additionally, a Committee member, with the concurrence of at least one other member, may request that an item be placed on the agenda.

4.4 **Quorum.** A quorum shall be a majority of the Members. A quorum is required for the Committee to convene a meeting and to conduct business.

4.5 **Committee Actions.** Committee actions will be by majority vote of the members present after the establishment of a quorum. All votes by the Committee shall be recorded by the Clerk and kept as a record of the Committee.

4.6 **Rules of Procedure.** All Committee meetings shall be conducted in accordance with Rosenberg's Rules of Order.

4.7 **Standing or Other Committees.** Standing or other committees may be created by a majority vote of the members when deemed necessary to assist the Committee on specific projects. All Standing or other committees will be appointed by the Chair. All committees will comply with Brown Act meeting requirements other than committees comprised solely of less than a quorum of the Committee members, that serve a limited or single purpose, that is not perpetual and will be dissolved once the task is completed.

ARTICLE V. BYLAW REVISIONS

5.0 **Bylaw Revisions.** Proposed Committee revisions to these Bylaws must be initiated at a regular Committee meeting, approved by two-thirds of the members present, and presented to the Board of Supervisors as a recommended revision for the Board's consideration and adoption.

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10509 : Appointment Airport Advisory Committee)

Notice of Vacancies

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill a vacancy on the following:

1 Vacancy – Airport Advisory Committee/
Airport Land Use Commission

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@countyofcolusaca.gov

Applications are also available on the
Internet at www.countyofcolusaca.gov
Please submit applications by Tuesday, April 1, 2025.

03/21/2025 · CCPR

Attachment: Notice of Vacancy - Airport Advisory Committee-ALUC Proof (10509 : Appointment Airport

COUNTY OF COLUSA, CA 5.3

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Air Pollution Control

FROM: Casey Ryan

SUBJECT: **Sitting as Colusa County Air Pollution Control District Board Adopt a Resolution authorizing participation in the California Air Resources Board's Emissions Inventory District Grant Program, approving the Air Pollution Control Officer to accept grant funds and approve standard administerial modifications. Further, ratify Grant Agreement with the California Air Resources Board, effective May 1, 2025.**

Sitting as Colusa County Air Pollution Control District Board

Adopt a Resolution authorizing participation in the California Air Resources Board's Emissions Inventory District Grant Program, approving the Air Pollution Control Officer to accept grant funds and approve standard administerial modifications. **Further,** ratify Grant Agreement with the **California Air Resources Board**, effective May 1, 2025.

Detailed Description/Background of request

Assembly Bill No. 197 (AB 197) is a mandatory state program which will continue California's environmental leadership by establishing innovative new policies to improve many aspects of the air quality including emissions inventory. Emissions inventory data is critical to understanding the sources of emissions that my contribute to adverse health risks or other impacts at the local, regional, and statewide level. The Colusa County Air Pollution Control District (District) has provided the California Air Resources Board (CARB) with emissions inventory data for many years, this grant program allows the District to receive funding for the duties performed.

As a participant in the AB 197 Emission Inventory District Grant Program, the District will be responsible for the following:

1. Reviewing, updating, and submitting to CARB quality assured criteria and toxic pollutant emissions data for calendar year 2024 for stationary sources under the District's jurisdiction;
2. Overseeing the project budget and funds; and
3. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB.

The District continues to be responsible for reporting emissions data for the following criteria air pollutants: Total Organic Gases (TOG), Nitrogen Oxides (NOx), Sulfur Oxides (SOx) Carbon Monoxide (CO), Particulate Matter (PM), Lead (Pb), Ammonia

(NH3), Reactive Organic Gases (ROG), and PM 10 and/or PM 2.5. The District must also report emissions of toxic pollutants in accordance with "Air Toxics Hot Spots Emission Inventory Criteria Guidelines."

Prior Board Action
The Board has authorized the District to accepts grant funds and to administer the program for the past six (6) years.

Fiscal Impact/Funding Source
The Colusa County Air Pollution Control District has been approved for a grant under the California Air Resources Board AB 197 Emission Inventory District Grant Program for $9,583.00. The AB 197 grant funds are provided by the State of California. This grant agreement is a renewal of a previous grant agreements, therefore, the grant funds are included in the District's FY: 25/26 operating budget. Colusa County General Funds are not impacted. Matching funds are not required to participate in the program.

Action for the Clerk
Obtain necessary signatures and return to Kevin Eslinger, California Air Resources Board, Air Quality Planning and Science Division, P.O. Box 2815, Sacramento, CA 95812. In addition, please send electronic copies to Kevin.Eslinger@arb.ca.gov.

Obtain necessary signatures and submit an electronic copy of the Grant Agreement and Board Resolution to the Colusa County Air Pollution Control District at ccair@countyofcolusaca.gov.

ATTACHMENTS:

- AB 197_Board Resolution_YR8_20250414 (DOCX)
- Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (PDF)

RESOLUTION NO. 25-

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT AUTHORIZING THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT (DISTRICT) TO ACCEPT GRANT FUNDS AWARDED UNDER THE CALIFORNIA AIR RESOURCES BOARD'S ASSEMBLY BILL NO. 197 EMISSION INVENTORY DISTRICT GRANT PROGRAM AND EXECUTE THE GRANT AGREEMENT EFFECTIVE, MAY 1, 2025.

WHEREAS, California Assembly Bill No. 197, (Eduardo Garcia. State Air Resources Board: Greenhouse Gases: Regulation) was signed into law by Governor Brown on September 8, 2016;

WHEREAS, Assembly Bill No. 197 was developed to achieve emissions reductions beyond the statewide greenhouse gas emissions limits and to protect the State's highly impacted and disadvantaged communities;

WHEREAS, Assembly Bill No. 197 continues California's environmental leadership by establishing innovative new policies to improve many aspects of air quality including emissions inventory;

WHEREAS, the Colusa County Air Pollution Control District (District) has been approved for a grant by the California Air Resources Board (CARB) under FY 2024-25 Emission Inventory District Grant Program to help with related expenses necessary for the implementation of the program in agreement with the funding allocation of CARB; and

WHEREAS, CARB requires a Board resolution authorizing the District to sign the Grant Agreement and accept funding.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution Control District is authorized to submit an application to the California Air Resources Board for the AB 197 Emission Inventory District Grant Program for the maximum amount of funds for which the District is eligible.

BE IT FURTHER RESOLVED that the Director of Air Quality Standards is authorized to accept on behalf of the District to accept AB 197 Emission Inventory District Grant Program, accept grant amounts, request disbursements and approve administerial grant modifications.

PASSED AND ADOPTED this 20th day of May 2025 by the following vote:

AYES:

NOES:

ABSENT:

SIGNATURES ON NEXT PAGE

Attachment: AB 197_Board Resolution_YR8_20250414 [Revision 1] (10472 : AB197 Emission Inventory District Grant Agreement)

_____
Daurice Kalfsbeek Smith, Board Chair
Governing Board of the Colusa County
Air Pollution Control District

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: AB 197_Board Resolution_YR8_20250414 [Revision 1] (10472 : AB197 Emission Inventory District Grant Agreement)

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G24-EIDG-05

NAME OF GRANT PROGRAM	
Emission Inventory District Grant (EIDG) program	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED $9,583.00
START DATE: 5/2/2025	END DATE: 5/1/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and ~~Amador~~ Colusa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions
Exhibit B, Attachment 1 – Budget Summary
Exhibit B, Attachment 2 – Project Disbursement Schedule
Exhibit B, Attachment 3 – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Colusa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Executive Director / APCO	DATE 4/14/2025
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard #F, Colusa, California 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$9,583.00	3510000L32		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Cost of Implementation Account		FUND NO. 3237
TOTAL AMOUNT ENCUMBERED TO DATE $9,583.00	(OPTIONAL USE)	CHAPTER 22	STATUTE 2024 AB-107

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5432000	39007100	46504	2024

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
N/A	

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

EMISSION INVENTORY DISTRICT GRANT (EIDG) PROGRAM GRANT

AGREEMENT PROVISONS

1. Agreement:

   a. The parties agree to comply with the requirements and conditions contained in this Grant Agreement (hereinafter referred to as Grant or Grant Agreement) herein, as well as all commitments identified in the Emission Inventory District Grant Guidelines.

2. Grant Agreement Parties and Contact Information:

   a. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Colusa County Air Pollution Control District (hereinafter referred to as Grantee).

   b. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

   Kevin Eslinger
   California Air Resources Board
   Air Quality Planning and Science Division
   P.O. Box 2815
   Sacramento, California 95812
   Phone: (279) 208-7783
   Email: Kevin.Eslinger@arb.ca.gov

   c. The Grantee Liaison is Casey Ryan. Correspondence regarding this project must be directed to:

   Casey Ryan
   Deputy
   APCO
   Colusa County Air Pollution Control District
   100 Sunrise Boulevard #F
   Colusa, California 95932
   Phone: (530) 458-0580
   Email: cryan@countyofcolusaca.gov

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

3. Use of Terms:

   a. This Grant Agreement ("Grant" or "Grant Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the air district named in the coversheet to this Grant (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.

   b. As referenced in this Grant Agreement, "Grantee" or "Grantees" means and includes, individually and collectively, Grantee's assigns, employees, officers, and directors.

   c. "Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.

   d. "Day" or "days" means calendar days, unless expressly noted otherwise.

   e. "Grant Funds" means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases "Grant Funds" and "Grant Award" have the same meaning and are used interchangeably.

4. District Governing Board Approval:

   a. Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board which authorizes Grantee to enter into this Grant Agreement and which

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

commits the Grantee to comply with the requirements of this Grant Agreement.

b. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted the governing board resolution, minute order or other approval to CARB.
c. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 31, 2025.

5. Time Period:

   a. Performance of work or other expenses billable to CARB under the Grant may begin after full execution of this Grant Agreement by both parties. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
   b. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the CARB Project Liaison no later than March 1, 2026.
   c. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of the project completion, but no later than May 1, 2026.
   d. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2025, forty (40) percent of the project scope of work has not been completed by the Grantee. In the event of such termination, Section 7.c., Suspension of Payments and Grant Termination, of this agreement shall apply.

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

e. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

6. Scope of Work:

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

a. CARB Responsibilities: CARB is responsible for the following:
   i. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;
   ii. Reviewing and approving elements developed by the Grantee for implementation of the project, such as Progress and Final Reports;
   iii. Reviewing and approving the Grant Disbursement Forms and distributing funds to the Grantee in accordance with Exhibit B, Attachment 2, Project Disbursement Schedule, if the milestones have been met;
   iv. Providing project oversight and accountability, in conjunction with the Grantee; and
   v. Ensuring compliance with the applicable requirements of this Grant Agreement.

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

b. Grantee Responsibilities: The Grantee is responsible for development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:
   i. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;
   ii. Reviewing, updating and submitting the CARB quality assured criteria and toxic pollutant emissions data for calendar year 2024 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;
   iii. Overseeing the project budget and funds; and
   iv. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB

c. Project Development and Implementation:
   The Grantee's Scope of Work includes the following tasks and project elements:
   i. Review and update the district facilities[1] in CARB's 2024 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.3.b below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2024 facility tables.

Type text here

[1] For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

ii. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2024:

- FACILITY tables (FAC): The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.
- Criteria and toxics EMISSION tables (EMS and TEMS): These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted nationally.

iii. Reporting Applicability:

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.3.d below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hots Spots Information and Assessment Act program in accordance with the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines" (located at https://www.arb.ca.gov/ab2588/2588guid.htm).

iv. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.3.b above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

report emissions of toxics pollutants that are listed in Appendix A-I (located at https://www.arb.ca.gov/ab2588/final/a1.pdf), in accordance with Section VIII.E of the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines".

d. Project Kick-of f and Ongoing Coordination:

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

e. Progress Reports:

The Grantee must submit a Progress Report to CARB by December 1, 2025, providing a summary of the work completed. Alternately, if all the tasks identified in the Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

i. Title of project, name of Grantee, and Grant number;
ii. Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;
iii. Identified problems or concerns and proposed solutions, if applicable;
If the Grantee is requesting a grant disbursement, the Progress Report must also include:

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

iv. Accounting summary of Grant funds expended; and

v. Itemized invoice showing all costs for which reimbursement is being requested.

f. Final Report:

The Grantee must submit a Draft Final Report by March 1, 2026, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2026. At a minimum, the Final Report must include the following:

i. Title of project, name of Grantee, and Grant number;

ii. Accounting summary of Grant funds expended;

iii. Summary of work completed; and

iv. Narrative of how the milestones have been met.

g. Grant Disbursement Requests:

Upon completion of all the tasks identified in the Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

7. Fiscal Administration:

a. Budget:

i. The maximum amount of this Grant is up to $ 9,583.00. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

ii. The budget for this project is shown in Exhibit B, Attachment 1. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

iii. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

b. Grant Disbursements:

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms documenting completion of project milestones.

i. The Grantee must submit original or electronically signed Grant Disbursement Requests to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.

ii. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have

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sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds based on Exhibit B, Attachment 3, necessary to assure the goals of the project are met.

iii. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

iv. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

c. Suspension of Payments and Grant Agreement Termination:

i. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

ii. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section H of these provisions.

iii. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Exhibit A – Grant Agreement Provisions.

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d. Contingency Provision:

i. In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

e. Documentation of Use of Project Funds:

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[2]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs. The Grantee must maintain documentation of all project administration funds, including the following:

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

[2] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by alHR.

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iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

vi. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after completion of the Grant Agreement.

8. Project Monitoring:

The Grantee is subject to certain in-person meetings and to technical monitoring, as outlined below.

a. Meetings with CARB:

i. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.

ii. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed

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basis.

iii. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

b. Technical Monitoring:

i. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

ii. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

iii. In addition to the Draft Final and Final Reports, the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

iv. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

9. Additional Remedies for Non-Compliance:

a. Without limiting any of the parties' other remedies, and subject to the sections regarding Disputes and Termination below, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse of Grant funds, or fraud. CARB also reserves the

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right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.

b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.

c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims (including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

10. Additional Required Terms for Grant Recipient Agreements Funded by This Grant: All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or feasible as determined by Grantee:

    a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said

agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program

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requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.

d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement, and, upon request by CARB, to send to CARB a copy of said agreement.

e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in violation of the California False Claims Act (Government Code Section

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12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes ("air quality laws"), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient's agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient's continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient's continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.

g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking

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any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.

h. Related Agreements: must also contain, at a minimum, all of the following:

   i. A clear and accurate description of the material, products, or services to be procured.
   ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.
   iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.
   iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
   v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.
   vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 51 – Survival below.
   vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest; Electric Vehicle Charging Infrastructure and Equipment; Executive Order N-6-

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22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

11. Alternative Enforcement:

The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

12. Amendment:

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least thirty (30) days prior to the Grant term end date.

13. Americans With Disabilities Act (ADA):

Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is

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intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.0, level AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.

b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.

14. Assignment:

This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.

15. Audit:

Grantee agrees that CARB, the California Department of General Services, the

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California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a State-funded incentive activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

16. Authority:
Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party's behalf.

17. Availability Of Funds:
It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

18. Compliance With Law:
Grantee agrees that during the term of this Grant Agreement, it will, at all times,

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comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.

19. Confidentiality:

Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

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20. Conflict Of Interest:
    Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the term of this Grant Agreement.

21. Construction:
    This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

22. Cumulative Remedies:
    The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

23. Disbursement Deadline:
    The funds specified in this Grant Agreement are intended to be disbursed by CARB to Grantee by June 30, 2026.

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24. Disbursement Request:

The Grantee shall initially submit a draft Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review. Grantee shall submit all Grant Disbursement Requests to CARB's Accounting Branch at grants@arb.ca.gov with a CC to Kevin.Eslinger@arb.ca.gov. Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request.

Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

Grant disbursement requests should be submitted by the Grantee to CARB no later than May 1, 2026 to ensure adequate time for processing prior to the end of CARB's fiscal year.

25. Disputes:

Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion,

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shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 53 – Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 31 – Force Majeure.

26. Earned Interest:
    a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.
    b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.
    c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the EIDG Program in a manner consistent with applicable grant program guidelines or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.
    d. Grantee shall maintain accounting records (e.g. general ledger) that track earned interest accrued and expended, as follows:
        i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
        ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
        iii. The methodology for calculating earned interest must be included in any

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policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.

e. Earned interest must be fully expended by May 1, 2026.

f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.

g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the annual Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply will all such requests.

27. Entire Agreement:

This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

28. Environmental Justice:

In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-

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income households) of the State.

29. Executive Order N-6-22 – Russia Sanctions:
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

30. Fiscal Management Systems and Accounting Standards:
Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be

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used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

31. Force Majeure:

Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the

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performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

32. Funding Prohibitions for Sectarian Purposes and Non-Public Schools:
Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, section 5, and article IX, section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

33. Generative Artificial Intelligence (GenAI) Use and Reporting:

i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § *11549.64*.)

ii. During the Term of the Grant Agreement, Grantee must immediately notify CARB in writing, and require their Resource Entities and Grant Recipients to immediately notify CARB in writing, if they are aware of any work performed under this Grant Agreement that:

1. Will provide GenAI technology as a deliverable to CARB; or,

2. Utilizes GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:

i. Functionality of a State system;

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ii. Risk to the State; or,

iii. Performance under this Grant Agreement.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2. Notification shall be provided to the CARB Program Liaison listed in Section 2.

iii. At the direction of CARB, Grantee shall discontinue, and require their Resource Entities and Grant Recipients to discontinue, the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.

iv. If Grantee, Resource Entities, or Grant Recipients are using GenAI to perform work under this Grant Agreement, Grantee shall, and require their Resource Entities and Grant Recipients to, do the following:

1. Allow CARB to augment the GenAI training data with CARB data;
2. Track and disclose the quality of the GenAI training data used, and generated data, for any GenAI in relation to this Grant Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time;
3. Share such metrics and methods, as well as the underlying data and output, with CARB upon request by CARB or at periodic intervals as may be agreed by the Parties;
4. Provide CARB reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Grant Agreement and generated data, at no cost to CARB;
5. Allow CARB to audit, review, or investigate the quality of the GenAI Training Data at any time, subject to reasonable notice and the confidentiality obligations;
6. Ensure that all generated data that materially impacts deliverables created pursuant to the Grant Agreement contains a digital watermark or other digital identification that clearly identifies that the generated data was created by GenAI; and,

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7. Comply with all other applicable laws, regulations, and guidelines concerning the identification of generated data, including but not limited to the California AI Transparency Act (Bus. & Prof. Code §§ 22757 et seq).

v. CARB, at its sole discretion, may consider failure by Grantee, Resource Entities, or Grant Recipients to comply with the terms of this section to constitute a material breach of the Grant Agreement. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

34. Governing Law and Venue:

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

35. Grantee's Responsibility for Work:

CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.

36. Incorporated Documents:

Grantee will administer this Grant according to the requirements described in the

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following documents, which are incorporated by reference into and made a part of this Grant Agreement:

[There are no incorporated documents]

37. Indemnification:
Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.

38. Independent Contractor:
Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.

39. Insurance:
Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law.
If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

day) notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

40. Liquidation and Return of Funds:

Funds not liquidated by May 1, 2026 must be returned to CARB by June 30, 2026. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 9.c. and 10.c. above. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

41. Nondiscrimination:

a. During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making,

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

b. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

c. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.

d. Grantee shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

compliance with this clause.

e. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.

f. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

g. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights.

h. Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

Grant Recipient has violated the provisions of this Section and take appropriate remedial action as required by law or by CARB.

42. Office Of Foreign Asset Control:

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

43. Order of Precedence:

In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

b. Any grant/program-specific Terms, including grant program guidelines or implementation manuals as incorporated into this Grant Agreement.
c. Grant Agreement General Terms and Conditions
d. All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.

44. Paragraph Headings:
The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

45. Personally Identifiable Information (PII):
Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).

46. Prevailing Wages and Labor Compliance:
Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

47. Project Equipment:

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

48. Professionals:

Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

49. Severability:

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.

50. Survival:

All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor Compliance for Drayage and

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

Short-Haul; Nondiscrimination (except for 42.d); Office Of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.

51. Term:

This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, twelve (12) months after the date of execution, the Grant Agreement is terminated, or all conditions of the Grant Agreement have been met, whichever occurs first. This Grant Award is conditional based on CARB receipt and approval of a fully executed Grant Agreement.

52. Termination:

CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 26 – Disputes.

53. Timeliness:

Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Agreement in an expeditious manner.

54. Third-Party Beneficiaries:

Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

55. Waiver Of Rights:

Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

EXHIBIT B, ATTACHMENT 1

Budget Summary

Grantee: Colusa County Air Pollution Control District

Grant Agreement No.: G24-EIDG-05

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	$ 9,583.00

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

EXHIBIT B, ATTACHMENT 2

Project Disbursement Schedule

Grantee: Colusa County Air Pollution Control District

Grant Agreement No.: G24-EIDG-05

Project: Quality Assurance Review of Point Source Emissions Data

Milestone Description	Scheduled Payment of Grant Funds
Review and update facility information and emissions data for facilities that were in operation in 2024	$ 8,625.00 (90 percent)
Submittal of Final Report to CARB **(no later than May 1, 2026)**	$ 958.00 (10 percent)
Grant Agreement Total Funding Amount	**$ 9,583.00**

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

EXHIBIT B, ATTACHMENT 3

Project Schedule

Grantee: Colusa County Air Pollution Control District

Grant Agreement No.: G24-EIDG-05

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline
District Governing Board Approval	August 31, 2025
Grant Agreement Execution	June 30, 2025
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2024	August 2025
Progress Report	December 1, 2025
Draft Final Report	March 1, 2026
Final Report	May 1, 2026

Attachment: Signed Grant Agreeemnt (G24-EIDG-05 Year 8 Final (10472 : AB197 Emission Inventory District Grant Agreement)

COUNTY OF COLUSA, CA

5.4

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Sitting as Colusa County Air Pollution Control District Approve contract with Feather River Air Quality Management District for environmental engineering services, effective May 20, 2025.

Sitting as Colusa County Air Pollution Control District

Approve contract with **Feather River Air Quality Management District** for environmental engineering services, effective May 20, 2025.

Detailed Description/Background of request

The Colusa County Air Pollution Control District requests to enter into contract with the Feather River Air Quality Management District (FRAQMD) to provide engineering services as requested to the Colusa County Air Pollution Control District as provided for in the Sacramento Valley Air Basin Air Pollution Control Council Joint Powers Agreement. The District would recover 100% of the outside engineering costs from the project applicants.

The past contract (C21-111) with FRAQMD has been expired for nearly two years and now the District wishes to enter into a new agreement based on an hourly billing rate, set by FRAQMD and updated annually, with no contract cap. FRAQMD current hourly rate is $107.38 and expedited hourly rate is $158.73.

Prior Board Action

C21-111

Fiscal Impact/Funding Source

There would be no fiscal impact to the District for the cost of this contract.

Action for the Clerk

Please number contract, obtain signatures and forward to:

Feather River Air Quality Management District
Attn: Christopher Brown
541 Washington Ave
Yuba CA 95991

ATTACHMENTS:

- Contract_Feather River Air Quality Management District (DOCX)

ENGINEERING SERVICES CONTRACT

This Engineering Services contract ("Contract") is between the Colusa District Air Pollution Control District ("District"), and Feather River Air Quality Management District ("Contractor"), a California Air Pollution Control District.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide District with Environmental Engineering services to provide Air Quality Assessments on a project by project basis. Engineering services do not include determinations under CEQA or AB 2588, and Contractor is not responsible for any public notice requirements. District shall issue a written task order for each service requested. An estimate shall be supplied by the Contractor prior to providing services.

2. **Term:** This Contract shall begin on May 22, 2025, and shall continue until terminated by the District in accordance with the termination provisions set forth herein.

3. **Compensation:** District will pay Contractor compensation as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment. Contractor shall provide yearly rate updates to the District for review and approval at least sixty (60) days prior to the anniversary of the Effective Date. Such updates shall not require a formal contract modification.

4. **Method of Payment:** Upon completion of a project, Contractor shall provide District with an invoice for the services provided. Upon receipt of an invoice, District shall process payment to Contractor as provided for by District'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. District 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 District. 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 District does not operate to release

Attachment: Contract_Feather River Air Quality Management District [Revision 2] (10503 : Approve contract with Feather River Air Quality

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 District 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 District Counsel or other designated representative of District. Copies of such documents shall be provided to District for inspection at the office of the requesting District 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 District has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, District may, on written request, require that custody of the records be given to District and that the records and documents be maintained by District 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 District. 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 District and Contractor nor to allow District 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 District's objectives in entering this Contract.

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

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract,

Attachment: Contract_Feather River Air Quality Management District [Revision 2] (10503 : Approve contract with Feather River Air Quality

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 District at least thirty (30) days prior to such change.

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

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

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

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

   1) Naming District, 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 District, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by District, including any self-insured retention District may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

Attachment: Contract_Feather River Air Quality Management District [Revision 2] (10503 : Approve contract with Feather River Air Quality

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 District, 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 District, 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 District.

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by District before work begins. At District'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 District 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 District 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 District 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 District of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the District of Colusa.

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

Attachment: Contract_Feather River Air Quality Management District [Revision 2] (10503 : Approve contract with Feather River Air Quality

If to District:	Colusa District Air Pollution Control District 100 Sunrise Blvd., Ste. F Colusa, CA 95932
If to Contractor:	Feather River Air Quality Management District Attn: Christopher Brown 541 Washington Ave. Yuba City, CA 95991

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between District 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 District and approved as to form by the District 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 District 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 District. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of District. If District consents to such subcontract, Contractor shall be fully responsible to District for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between District and subcontractor nor shall it create any obligation on the part of District to pay any monies due to any such subcontractor unless otherwise required by law.

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

    A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or

    B. By District 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.

Attachment: Contract_Feather River Air Quality Management District [Revision 2] (10503 : Approve contract with Feather River Air Quality

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

A. Attachment "A" – Rate Sheet

COLUSA DISTRICT AIR POLLUTION CONTROL DISTRICT	**FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT**
_____Date:_____	_____Date:_____
Daurice Smith, Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Richard Stout, District Counsel	Patricia Rodriguez, Deputy Clerk

Attachment: Contract_Feather River Air Quality Management District [Revision 2] (10503 : Approve contract with Feather River Air Quality

Attachment A
Rate Sheet

$107.38 per hour for shared Engineering Services

$157.73 per hour for Expedited Services

Attachment: Contract_Feather River Air Quality Management District [Revision 2] (10503 : Approve contract with Feather River Air Quality

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: May 20, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: CONFERENCE WITH LABOR NEGOTIATOR, California Government Code 54957.6 Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora Employee Organizations: All Units

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None