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

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

COLUSA COUNTY
Board of Supervisors

Agenda

May 10, 2022

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of April 26, 2022 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 17.

1. BOARD OF SUPERVISORS
Approve the April 26, 2022 Board of Supervisors Regular meeting Minutes.

2. COMMUNITY DEVELOPMENT/ENVIRONMENTAL HEALTH DIVISION
Adopt a Resolution to reauthorize the Environmental Health Division to submit applications for the Local Enforcement Agency CalRecycle Grant program.

3. HEALTH AND HUMAN SERVICES
Approve Memorandum of Understanding (MOU) between the **Colusa County Department of Health and Human Services and the Colusa County Office of the District Attorney**, for reimbursement of cost associated with District Attorney Investigator participation in the Multidisciplinary Interview Center (MDIC).

4. PURCHASING AND PROCUREMENT/DISTRICT ATTORNEY
Approve subscription services with **West Publishing Corporation through Thomson Reuters,** for on-line legal research platform, effective July 1, 2022.

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

6. BEHAVIORAL HEALTH
Approve Memorandum of Understanding between **Colusa County Department of Health and Human Services, Colusa County Probation Department, Colusa County Department of Behavioral Health and the Colusa County Office of Education** for Youth Center planning and operations.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 4th Modification to **Crestwood Behavioral Health, Inc**. for 24-hour skilled nursing facility care services, effective July 1, 2022.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Dr. Michelle Meshman, MD**, for psychiatric and preventative medicines services to consumers of Behavioral Health services, effective May 1, 2022.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 1st Modification with **Gary Ernst** for Cost Accounting services, effective July 1, 2022.

10. PURCHASING & PROCUREMENT/BLDG & GRND MAINTENANCE – BEH. HEALTH
Approve contract with **All Star Painting Inc.** for interior and exterior painting of the Behavioral Health Building located at 162 E. Carson Street, Colusa, CA.

11. PURCHASING & PROCUREMENT/BLDG & GRNDS MAINTENANCE – BEH. HEALTH
Approve contract with **G&S Carpet Mills Inc.,** for the removal and replacement of flooring at the Behavioral Health Building located at 162 E. Carson Street, Colusa, CA.

12. PURCHASING & PROCUREMENT/BLDG & GRNDS MAINTENANCE – BEH. HEALTH
Approve Request for Bids, including plans, specifications and working details for the renovation of Cypress House located at 282 10th Street, Williams, CA.

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

14. AG COMMISSIONER
Approve annual agreement with **California Crop Improvement Association,** for services related to seed certification, effective July 1, 2022 and authorize the Agricultural Commissioner to sign on behalf of the County.

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

16. CLERK RECORDER/ELECTIONS
Approve 2nd Amendment to the agreement with the **California Secretary of State** to extend the existing voting system replacement contract to December 31, 2024, and authorize the CAO to sign and return the agreement amendment via DocuSign.

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

END OF CONSENT AGENDA

III. BEHAVIORAL HEALTH
1. Adopt Proclamation Proclaiming May is Mental Health Matters Month.

IV. SHERIFF/OES
1. Adopt a Resolution certifying continuance of local drought emergency.

V. HUMAN RESOURCES
1. Decline to recognize Juneteenth as an additional paid holiday.

VI. AUDITOR
1. Approve Special Claims.

VII. COUNTY COUNSEL
1. Waive second reading and adopt an ordinance adding Section 4-14 to the Colusa County Code regarding Colusa County Sheriff's Department Military Equipment and Use Policy No. 709.

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

IX. BOARD OF SUPERVISORS

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

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. CLOSED SESSION/COUNTY COUNSEL

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

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

ADJOURN

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Approve the Board of Supervisors April 26, 2022 Regular meeting Minutes.

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

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting on April 26, 2022 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- Minutes 04-26-22 (PDF)

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

Minutes

April 26, 2022

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 26th day of April 2022 at the hour of 9:00 a.m. Present: Supervisors Gary J. Evans, Denise J. Carter, Daurice K. Smith, Kent S. Boes and J. Merced Corona.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

REPORT OUT OF APRIL 12, 2022 CLOSED SESSION

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

Counsel gave direction to staff and reported there was no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Find that a matter arose after the posting of the April 26, 2022 Agenda regarding security and safety for County buildings and staff. Further, the item will be placed on the Agenda as No. 3 under Closed Session.

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

Counsel announces Closed Session items as follows:

Attachment: Minutes 04-26-22 (8374 : Approve Minutes from April 26, 2022 Regular Meeting)

CLOSED SESSION

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

2. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case).

3. Discuss security and safety for County buildings and staff pursuant to Government Code § 54957, (a).

I. STAFF REPORTS

Ms. Allen provides an update on Migrant Housing and states tenants have been moving in and things have gone smoothly. She further states that the Ag Commissioner's office has concluded the survey to determine crop damage following the freeze in February and is sending that information to CalOES, where it will then be sent to the Farm Service Agency (FSA) offices of the USDA, where hopefully relief will be initiated. She further states that drought related support will be addressed differently as it doesn't follow the same protocol and isn't considered a natural disaster.

Ms. Tyler states that the County is lobbying for funding from the State and the information gathered from the survey information will be helpful down the road.

Ms. Kelly provides an update on Covid-19.

CONSENT AGENDA

Chair Corona makes time to review Consent Agenda Items No. 1 through 5.

1. BOARD OF SUPERVISORS

Approve the April 12, 2022 Board of Supervisors Regular meeting Minutes.

2. TREASURER

Accept March 2022 Treasury Monthly Investment Report as presented.

3. PURCHASING AND PROCUREMENT

Ratify CAO signature on Quote No. 6112783 dated February 10, 2022 reflecting increased costs of the two 2021 F-150 Ford SuperCrew Cab trucks for Health and Human Services and modify Contract No. C22-009 Enterprise Fleet Management by deleting Quote No. 6112783 dated December 16, 2021 and replacing with Quote No. 6112783 dated February 10, 2022.

4. APPOINTMENT/REGIONAL HOUSING AUTHORITY

Appoint Suzanne Gallaty to the Tenant Commissioner Position for the Regional Housing Authority for a two year term effective upon the approval of the joint governing bodies.

Attachment: Minutes 04-26-22 (8374 : Approve Minutes from April 26, 2022 Regular Meeting)

5. HEALTH AND HUMAN SERVICES

Approve Contract No. **C22-070**, Grant Agreement (No. 21-10549) with **California Department of Public Health** for activities necessary to expand, train, and sustain a response-ready disease intervention specialist (DIS) workforce, effective July 1, 2021.

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

III. HUMAN RESOURCES

1. Approve the revised job description to create a flexibly staffed Legal Specialist I/II/III series at the following ranges: Legal Specialist I MSC18/CNF18 ($3,063 - $3,928); Legal Specialist II MSC22/CNF22 ($3,384 - $4,339); Legal Specialist III MSC26/CNF26 ($3,737 - $4,791); and allocate the additional classification level of Legal Specialist III to the CCEA Miscellaneous and Confidential Unit. **Further**, Amend the County Counsel, District Attorney's Office and Probation Department's Position Allocation Schedules with the above changes, adding that there shall be no more than one Legal Specialist III at any given time in each Department.

Comments received by Ms. Church.

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

HUMAN RESOURCES/BEHAVIORAL HEALTH

2. Amend the Behavioral Health Services Department's Position Allocation Schedule (Budget Number 713) to add (4) Therapist I/II/III and (1) Mental Health Specialist.

Comments received by Ms. Church and Ms. Tyler.

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

HUMAN RESOURCES

3. Adopt Revised Job Class Table reflecting addition of new classifications adopted by the Board on March 15, 2022 and April 26, 2022.

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

Attachment: Minutes 04-26-22 (8374 : Approve Minutes from April 26, 2022 Regular Meeting)

IV. AUDITOR

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
2581332	CENTRAL SERVICES	VITAL RECORDS CONTROL	$336.75

Comments received by Ms. Tyler.

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

V. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT

1. Adopt **Resolution No. 22-011** authorizing recordation of Parcel Map #19-1-1 for Larjer, Inc. and authorize the Surveyor to record the private road maintenance agreement concurrently with Parcel Map #19-1-1.

Comments received by Mr. Plucker.

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

VI. PROBATION

1. Adopt **Resolution No. 22-012** authorizing the County Administrative Officer to Apply for, Execute, and Accept the Youth Programs and Facilities Grant From the Board of State and Community Corrections (BSCC) as amended.

Comments received by Mr. Rogers and Ms. Tyler.

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

VII. COUNTY COUNSEL/SHERIFF'S DEPARTMENT

1. Waive first reading and introduce an ordinance adding Section 4-14 to the Colusa County Code regarding Colusa County Sheriff's Department Military Equipment and Use Policy 709, and waive further reading.

Comments received by Mr. Stout.

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

Attachment: Minutes 04-26-22 (8374 : Approve Minutes from April 26, 2022 Regular Meeting)

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustment No.'s 028; IB030; and IB032. **(4/5 vote required)**

Comments received by Ms. Moore.

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

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Behavioral Health Advisory Board meeting
- CSAC Legislative Conference

Supervisor Smith

Meetings/functions attended:

- CSAC Legislative Conference
- Cannabis in California meeting
- Tri-County Youth Rehabilitation meeting
- Ambulance Ad-Hoc meeting with Fire Chiefs

Supervisor Evans

Meetings/functions attended:

- Sites workshops
- Firescape Mendocino meeting
- Candidates night.
- Tour of PGE power plant.

Supervisor Carter

Meetings/functions attended:

- Colusa Groundwater Authority meeting
- Drought Podcast
- Yolo County Airport – Preview of DWR survey helicopter
- Visited site of illegal cannabis operation in City of Colusa

Supervisors Corona

Meetings/functions attended:

- Agenda Review
- Almond Fun Run
- Guest on McGinness show on KFBK radio
- CSAC Legislative Conference
- Ambulance Ad-Hoc meeting with Fire Chiefs
- Attending Fallen Officer Memorial on May 2nd in Sacramento

Attachment: Minutes 04-26-22 (8374 : Approve Minutes from April 26, 2022 Regular Meeting)

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states the new position requests have been given to Departments and technical review is underway. She further states department budget meetings are scheduled for the end of May.

Chair Corona declares a recess at 10:00 a.m. to convene in Closed Session.

XI. CLOSED SESSION

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

2. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

3. Discuss security and safety for County buildings and staff pursuant to Government Code § 54957, (a).

Chair Corona adjourned the meeting at 11:30 a.m. to reconvene in Regular Session on May 10, 2022 at the hour of 9:00 a.m.

_____
J. Merced Corona, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: Minutes 04-26-22 (8374 : Approve Minutes from April 26, 2022 Regular Meeting)

COUNTY OF COLUSA, CA **2.2**

Request For County Board of Supervisors Action

MEETING DATE:	**May 10, 2022**
DEPARTMENT:	**Community Development**
FROM:	**Greg Plucker**
SUBJECT:	**Resolution Reauthorizing the Application to the CalRecycle LEA Grant Program.**

Adopt a Resolution to reauthorize the Environmental Health Division to submit applications for the Local Enforcement Agency CalRecycle Grant program.

Detailed Description/Background of request

Colusa County has received grant funding from CalRecycle for more than 28 years under the Local Enforcement Agency (LEA) Grant Program to help support staffing costs associated with the permitting, inspection and enforcement of regulations governing the operation of the County's solid waste facilities. Last year, the grant totaled just over $16,000.

Most recently the Board of Supervisors adopted Resolution Number 17-013 which authorized either the Director of the Planning, Building, Environmental Health, and Water Resources or the Environmental Health Manager to apply for and sign all CalRecyle grant agreements and payment requests for a period of five (5) years - through 2022.

With the expiration of this authorization, a new authorizing resolution is necessary. The attached resolution has been amended to reference the Community Development Director title which was established subsequent to the adoption of the last resolution and to extend the authorization through May 2027.

Prior Board Action

The Board last authorized the submittal for this CalRecycle grant by Resolution 17-013 adopted on March 7, 2017.

Fiscal Impact/Funding Source

This grant annually provides approximately $16,000 to partially fund the

permitting, inspection and enforcement costs associated with the operation of the County's solid waste facilities.

Action for the Clerk

Obtain the necessary signatures and forward a copy of the signed resolution to the Community Development Director and the Environmental Health Division Manager.

ATTACHMENTS:

- LEA Grant 2022 thru 2027 Authorizing Resolution (DOCX)
- BOS Res 17-013 CalRecycle Grant Authorization (PDF)

RESOLUTION NO. 22- _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING SUBMITTAL OF LOCAL ENFORCEMENT AGENCY CALRECYCLE GRANTS FOR WHICH THE ENVIRONMENTAL HEALTH DIVISION IS ELIGIBLE.

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, CalRecycle offers the Local Enforcement Agency (LEA) Grant Program pursuant to Public Resources Code section 43230 for the purpose of exclusively supporting solid waste facilities permit and inspection programs and in furtherance of this authority, CalRecycle has established procedures governing the application, awarding, and management of the LEA Grant Program; and

WHEREAS, CalRecycle's LEA Grant Program requires, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the LEA Grant Program; and

WHEREAS, the Colusa County Board of Supervisors adopted Resolution 17-013 on March 7, 2017 authorizing the Director of the Planning, Building, Environmental Health, and Water Resources or the Environmental Health Division's Manager to apply for and sign CalRecycle's grants for five (5) years from the date of resolution approval.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors authorizes the Community Development Director or the Environmental Health Division Manager to submit application(s) to the CalRecycle LEA Grant Program and if awarded sign all required paperwork for a period of five (5) years from the date of adoption of this resolution.

PASSED AND ADOPTED this 10th day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Chair
Colusa County Board of Supervisors

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Attachment: LEA Grant 2022 thru 2027 Authorizing Resolution (8341 : Resolution for the CalRecycle LEA Grant Program)

RESOLUTION NO. 17- 013

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING SUBMITTAL OF LOCAL ENFORCEMENT AGENCY CALRECYCLE GRANTS FOR WHICH THE ENVIRONMENTAL HEALTH DIVISION IS ELIGIBLE.

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment;

WHEREAS, CalRecycle offers the Local Enforcement Agency (LEA) Grant Program pursuant to Public Resources Code section 43230 for the purpose of exclusively supporting solid waste facilities permit and inspection programs and in furtherance of this authority, CalRecycle has established procedures governing the application, awarding, and management of the LEA Grant Program;

WHEREAS, CalRecycle's LEA Grant Program requires, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the LEA Grant Program;

WHEREAS, the Colusa County Board of Supervisors previously adopted Resolution 15-020 authorizing the Department of Health and Human Services director or the Environmental Health Division's manager to apply for and sign CalRecycle's grants from May 2015 to May 2020; and

WHEREAS, the Colusa County Board of Supervisors has reassigned the administration and management of the Environmental Health Division to the Planning and Building Department which has necessitated amending Resolution 15-020 to recognize this reorganization.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors authorizes the Director of the Planning, Building, Environmental Health, and Water Resources Department or the Environmental Health Division Manager to submit application(s) to the CalRecycle LEA Grant Program and if awarded sign all required paperwork for a period of five (5) years from the date of adoption of this resolution.

PASSED AND ADOPTED this 7th day of March 2017 by the following vote:

AYES: Denise J. Carter, John D. Loudon, Kim Dolbow Vann, Kent S. Boes, and Gary J. Evans.

NOES: None.

ABSENT: None.

Gary Evans, Chairman
Colusa County Board of Supervisors

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

Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Marcos Kropf, County Counsel

Attachment: BOS Res 17-013 CalRecycle Grant Authorization (8341 : Resolution for the CalRecycle LEA Grant Program)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: MOU between the Colusa County Department of Health and Human Services and the Colusa County Office of the District Attorney

Approve Memorandum of Understanding (MOU) between the **Colusa County Department of Health and Human Services and the Colusa County Office of the District Attorney**, for reimbursement of cost associated with District Attorney Investigator participation in the Multidisciplinary Interview Center (MDIC).

Detailed Description/Background of request

The Colusa County Department of Health and Human Services was awarded a grant through the California Governor's Office of Emergency Services, Victim Services & Public Safety Branch to support Colusa County's Multidisciplinary Interview Center (MDIC).

This agreement will allow for reimbursement of costs associated with District Attorney Investigator participation in the MDIC in investigations of child abuse cases.

Prior Board Action

Prior MOUs for fiscal years 2018-2019; 2019-2020; 2020-2021 and 2021-2022 (C21-125) were put in place. Maximum reimbursement for fiscal year 2022-2023 is $14,600.

Fiscal Impact/Funding Source

No impact on County General fund as the cost is covered and approved by the California Governor's Office of Emergency Services, Victim Services & Public Safety Branch and Social Service funding. The maximum amount of reimbursement is $14,600 @ a rate of $40 per hour

Action for the Clerk

Please obtain the original signatures of all parties and provide DHHS with an original copy of the fully executed contract. Thank you.

ATTACHMENTS:

- 2022-2023 Reimbursement Agreement (DOCX)
- C21-125 MOU with DA for MDIC reimbursement (PDF)

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF COLUSA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND COLUSA COUNTY OFFICE OF THE DISTRICT ATTORNEY

This Memorandum of Understanding ("MOU") is entered into by the County of Colusa Department of Health and Human Services ("DHHS") and the Colusa County Office of the District Attorney ("DA").

1. **Background:** DHHS was awarded a grant through the California Governor's Office of Emergency Services to support Colusa County's Multidisciplinary Interview Center (MDIC). The approved budget included costs associated with use of a trained forensic interviewer. These funds will enhance the services that are currently provided by DHHS, DA and the MDIC.

2. **Scope of Services:** DHHS agrees to reimburse DA for costs of a trained forensic interviewer to conduct MDIC interviews of victims of child abuse. These services include the investigation of child abuse cases, including evidence gathering, victim interviewing, and investigation coordination with law enforcement.

3. **Term:** This MOU shall begin on July 1, 2022 and shall run through June 30, 2023.

4. **Compensation/Reimbursement:** DHHS will reimburse DA for the cost of a trained forensic interviewer in an amount not to exceed $14,600. The DA will provide time studies for all hours worked under the scope of services. DHHS shall process payment to DA on a quarterly basis as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. The rate of reimbursement will be $40.00 per hour.

5. **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 via interdepartmental 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 DHHS:
Elizabeth A. Kelly, Director
Colusa County Department of Health & Human Services
251 E. Webster Street
Colusa, CA 95932

If to DA:
Matthew R. Beauchamp, District Attorney
Colusa County Office of the District Attorney
310 6th Street
Colusa, CA 95932

Attachment: 2022-2023 Reimbursement Agreement [Revision 1] (8343 : MOU between DHHS and DA)

6. **Amendments**: This MOU may be modified or amended only by a written document executed by both DHHS and DA, approved as to form by the County Counsel.

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

8. **Termination**: This MOU may be terminated for the following reasons:

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

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

COLUSA COUNTY BOARD OF SUPERVISORS

_____
J. Merced Corona, Board Chair

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

_____
Elizabeth Kelly, Director

COLUSA COUNTY OFFICE OF THE DISTRICT ATTORNEY

_____
Matthew R. Beauchamp, District Attorney

APPROVED AS TO FORM

_____
Richard Stout, Colusa County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

_____
By Ann Nordyke, Deputy

Attachment: 2022-2023 Reimbursement Agreement [Revision 1] (8343 : MOU between DHHS and DA)

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF COLUSA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND COLUSA COUNTY OFFICE OF THE DISTRICT ATTORNEY

This Memorandum of Understanding ("MOU") is entered into by the County of Colusa Department of Health and Human Services ("DHHS") and the Colusa County Office of the District Attorney ("DA").

1. **Background:** DHHS was awarded a grant through the California Governor's Office of Emergency Services to support Colusa County's Multidisciplinary Interview Center (MDIC). The approved budget included costs associated with DA staff participation. These funds will enhance the services that are currently provided by DHHS, DA and the MDIC.

2. **Scope of Services:** DHHS agrees to reimburse DA for costs of DA participation in the MDIC. Said participation to include investigation of child abuse cases, including evidence gathering, victim interview, investigation coordination with law enforcement, as well as being trained in forensic interview skills.

3. **Term:** This MOU shall begin on August 3, 2021 and shall run through June 30, 2022.

4. **Compensation/Reimbursement:** DHHS will reimburse DA for the staff costs associated with participation in the MDIC as outlined in Section 2 of this MOU, Scope of Services, in an amount not to exceed $14,000. The DA will provide time studies for all hours worked under the scope of services. DHHS shall process payment to DA on a quarterly basis as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. The rate of reimbursement will be $40.00 per hour.

5. **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 via interdepartmental 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 DHHS:
Elizabeth A. Kelly, Director
Colusa County Department of Health & Human Services
251 E. Webster Street
Colusa, CA 95932

If to DA:
Matthew R. Beauchamp, District Attorney
Colusa County Office of the District Attorney
310 6th Street
Colusa, CA 95932

Attachment: C21-125 MOU with DA for MDIC reimbursement (8343 : MOU between DHHS and DA)

6. **Amendments**: This MOU may be modified or amended only by a written document executed by both DHHS and DA, approved as to form by the County Counsel.

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

8. **Termination**: This MOU may be terminated for the following reasons:

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

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

COLUSA COUNTY BOARD OF SUPERVISORS

Gary J. Evans, Board Chair

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Elizabeth Kelly, Director

COLUSA COUNTY OFFICE OF THE DISTRICT ATTORNEY

Matthew R. Beauchamp, District Attorney

APPROVED AS TO FORM

Dave Prentice, Interim Colusa County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By Melissa Kitts, Deputy

Attachment: C21-125 MOU with DA for MDIC reimbursement (8343 : MOU between DHHS and DA)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve subscription services with West Publishing Corp. for the District Attorney's Office

Approve subscription services with **West Publishing Corporation through Thomson Reuters,** for on-line legal research platform, effective July 1, 2022.

Detailed Description/Background of request

Thomson Reuter provides our Attorney's with on-line access to legal research platform. This order will upgrade the DA's office to WestLaw Edge as the current WestLaw Classic is phasing out and is no longer available on multi-year renewals.

The term of the subscription services is July 1, 2022 through June 30, 2024.

Prior Board Action

None.

Fiscal Impact/Funding Source

There is a one month "bridge" charge of $739.52 and then the monthly charge will be $828.26 per month for 24 months.

Action for the Clerk

email to dan.nagan@thomsonreuters.com and cc Devin Kelley in the DA's Office

ATTACHMENTS:

- Thomson Reuters WestLaw Subscription Services (PDF)

THOMSON REUTERS

Order Form

Order ID: Q-02942795

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000633526
COLUSA COUNTY DISTRICT ATTORNEY
310 6TH ST
COLUSA CA 95932-2431 US

"Customer"

Shipping Address
Account #: 1000633526
COLUSA COUNTY DISTRICT ATTORNEY
310 6TH ST
COLUSA CA 95932-2431 US

Billing Address
Account #: 1000633526
COLUSA COUNTY DISTRICT ATTORNEY
310 6TH ST
COLUSA, CA 95932-2431
US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterpris Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certificatio forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing an collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomso Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form contro This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located a https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflic of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to ou approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terr (Months)
40757482	West Proflex	$828.26	24

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	$739.52	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number c days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column abov counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimur Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term ar displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, c counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded product is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increas your charges as applicable.

Miscellaneous

Attachment: Thomson Reuters WestLaw Subscription Services (8353 : Approve subscription Services with West Publishing Corp)

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim b one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United State federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicabl sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, yo are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged ou then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the currer Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notic We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by third party provider or if products or services are enhanced or if new products or services are released after the effective date of this orderin document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms an Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to b exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. I we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If yo are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MI 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfiec Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additiona details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice mus include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-02942795

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 6/11/2022.

Attachment: Thomson Reuters WestLaw Subscription Services (8353 : Approve subscription Services with West Publishing Corp)

THOMSON REUTERS

Attachment Order ID: Q-02942795

Contact your representative dan.nagan@thomsonreuters.comwith any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000633526

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Kelley, Devin
Email: dkelley@countyofcolusa.org

eBilling Contact
Contact Name Devin Kelley
Email **dkelley@countyofcolusa.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000633526	COLUSA COUNTY DISTRICT ATTORNEY	310 6TH ST COLUSA CA 95932-2431 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
4	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
4	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
4	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Devin	Kelley	dkelley@countyofcolusa.com	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year Charg
40757482	West Proflex	$828.26	3.00	$853.11	N/A	$N/A	N/A	$N/A	N/A	$N

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term Refer to your Order Form for the Post Minimum Term pricing.

Attachment: Thomson Reuters WestLaw Subscription Services (8353 : Approve subscription Services with West Publishing Corp)

COUNTY OF COLUSA, CA 2.5

Request For County Board of Supervisors Action

MEETING DATE: **May 10, 2022**

DEPARTMENT: **Behavioral Health**

FROM: **Jayro Pina**

SUBJECT: **Revised Behavioral Health Crisis MOU**

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

Detailed Description/Background of request

This is MOU is between; **Colusa County Sheriff Office (CCSO), Colusa County Behavioral Health Services (CCBHS), Colusa Medical Center (CMC), City of Williams Police Department, City of Colusa Police Department, California Highway Patrol, and Sierra Mental Wellness.** The MOU establishes a guide for resolving a mental health crisis. The intent of the MOU is to ensure that the patient receives seamless, professional and appropriate care for the condition that he/she is experiencing. It defines the roles of each entity involved in the process from intake of the patient to the proper placement if deemed necessary.

In April of 2021 both the BH Interim Director and the County Administrator identified the fact that the crisis response protocols were significantly compromised. To improve the crisis service, the heads of all law enforcement agencies assembled at the courthouse twice and discussed the gaps in service and suggested improvements that might make the crisis response more efficient and reliable. One area of particular concern was the absence of a predictable driver and sitter program at CMC so when a patient is awaiting admission to a psychiatric facility, the needs of the patient could be addressed without undue burden on law enforcement.

On October 26, 2021, the Colusa County Board of Supervisors approved a side letter for the County / Employee Union Agreement which would allow County BH Staff to assume the role of driver and sitter and be reimbursed on call pay by the shift. This modification has allowed BH to establish a schedule that is now solid and predictable into the coming months. BH and the County Administrator also had meetings with CMC Staff and administrators to receive information and suggestions that might improve the response in such a way to reduce liability for all yet maintain a high standard of medical care. When this MOU is fully executed it will define the obligations set in statute that each signer will fulfill when addressing a psychiatric crisis.

Prior Board Action

On December 14, 2021 the Board did approve this matter and it was given the number C21-226. However, due to a change in management at CMC, certain changes were requested that resulted in changes significant enough to bring the matter back for a second approval. All parties have now signed this agreement.

Fiscal Impact/Funding Source

None. This is a part of regular services offered by CCBHS.

Action for the Clerk

Please obtain signatures and return to Jayro Pina at Behavioral Health.

ATTACHMENTS:

- Crisis MOU Revised (DOCX)

Memorandum of Understanding

Between

Colusa County Sheriff Office (CCSO)
Colusa County Behavioral Health Services (CCBHS)
Colusa Medical Center (CMC)
City of Williams Police Department
City of Colusa Police Department
California Highway Patrol
Sierra Mental Wellness

The following Memorandum of Understanding (MOU) is being entered into so that there is a clear understanding of the roles and responsibilities for the named parties above when any or all are involved in resolving a psychiatric crisis. The intent of the MOU is to ensure that the patient receives seamless, professional, and appropriate care for the condition that he/she is experiencing. This document is not intended to invalidate or replace the policies of the individual agencies that are party to this agreement. This agreement will commence on May 10, 2022.

SECTION I: Basic Understandings:

1. When a patient seeks care at Colusa Medical Center Emergency Room (ER), the patient is under the direct care of Colusa Medical Center, and the ER physician holds the ultimate responsibility for completion of a medical screening exam and corresponding treatment of the crisis and seeks consultation from CCBHS or their contractor, Sierra Mental Wellness, for after hours, weekend or holiday evaluation, to determine the best course to achieve that. Although consultants or staff from the community agencies may assist ER staff, all patients being screened by the ER physician are under the direct care of CMC.

2. The patient remains under the care of Colusa Medical Center until the patient is deemed medically stable and is discharged by the ER physician or until the patient arrives at an admitting facility where the patient is being transferred for continued care and treatment.

3. Each Agency noted above brings a certain level of expertise to the situation that may be required in order to successfully treat the patient and bring the matter to resolution. Law Enforcement and County Behavioral Health are the responsible agents under Welfare and Institutions Code (W&IC) 5150-5157 for determining the necessity for the 72-hour involuntary detention. Colusa Medical Center is responsible under EMTALA for stabilization and transfer of all medical emergencies determined through a medical screening exam completed by a licensed ER physician. These legal responsibilities create the necessity for all entities named in this MOU to work together during the handling of a psychiatric crisis.

4. If deemed appropriate for the safety of the patient by order of the ER physician and only when no other options are available and with support by law enforcement, physical and or chemical restraint may be utilized while the appropriate level of care is being identified. It is understood that Colusa

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

Medical Center staff are not specialists in managing patients in a Behavioral Health Crisis and that Behavioral Health or their contracted staff from Sierra Mental Wellness will therefore need to be present to ensure effective safe management of a patient experiencing an acute Behavioral Health Crisis. It is further clarified that the staff of Colusa Medical Center are not allowed to participate in any action leading to potential injury of the staff or the patient, to include forcefully restraining an uncooperative and or uncontrollable patient. Only law enforcement has the appropriate training or authority to restrain and control un-cooperative patients.

5. Definition of the term "psychiatric crisis" for the purpose of this document: Someone who self-identifies as being unable to manage safely in the community due to possible mental health symptoms (admits to having suicidal ideation, homicidal ideation or appears to be gravely disabled due to a mental disorder), or someone who's behavior, as observed by "a person of ordinary care and prudence to believe, or to entertain a strong suspicion, that the person detained is mentally disordered and is a danger to himself or herself, or others, is gravely disabled." (People v. Triplett (1983)144Cal.App.3d 283) meets the criteria as being in a psychiatric crisis. Reports from family members, medical or behavioral health care providers, or other community members may also be taken into account in determining when a psychiatric crisis is occurring.

SECTION II: Each Agency Shall Agree to Perform the Following Actions:

Colusa Medical Center Emergency Room:

1. The ER staff will admit the patient into the ER for care and treatment under the supervision of a licensed physician according to their standard practice.

2. If it is clear to ER staff that an evaluation may be needed, ER staff should call the CCBHS consultant and let them know an evaluation will be required once the medical clearance is completed. In this way, if a sitter is needed, the CCBHS Consultant can dispatch the sitter immediately without waiting for the entire medical clearance to be conducted. This is useful if a law enforcement officer has brought a resident into the ER and the officer needs to return to the field to attend to other matters.

3. In the case of an agitated patient, the ER physician will provide direction for either physical or chemical restraint. The ER staff will consult with Law Enforcement about the need for their presence in the ER. The decision of when to release Law Enforcement from the ER is exclusively a decision between the ER staff and Law Enforcement. The CCBHS consultant may weigh in, but ultimately it is a Law Enforcement decision based upon other community needs requiring attention.

4. The ER provider will perform a medical examination, to determine medical status of patient. The purpose of this examination is to determine the cause of the behavior or state of mind of the patient. If a medical cause for the behavior is discovered, other than a psychiatric disorder (for example, thyroid condition, diabetes, substance intoxication, or withdrawal) the physician and ER staff will proceed to treat and stabilize according to their knowledge and best practices.

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

a) A psychiatric health facility admission may require a toxicology screening of any illicit or intoxicating substances that may be a primary or contributing factor for the patient's state of mind and behavior. If the level of substances indicate that the patient's presentation is primarily due to substance use, or presents such an obstacle to the possible evaluation by a CCBHS crisis worker (i.e., they are unconscious), the effects of the substances must be mostly resolved prior to calling CCBHS crisis worker to the ER. If the patient has been ingesting alcohol, the blood level must be at or below .08 before a reasonable psychiatric evaluation can be completed.

b) If the patient is determined to have a co-occurring medical condition, ER physician should stabilize this condition as far as is possible. Any unstable medical condition will limit the choices of a psychiatric hospital to those few that also have medical units.

5. If no other causes are found for behavior or state of mind of the patient, ER staff will determine that the patient is "medically clear" and ready for a psychological evaluation. The CCBHS crisis worker is called as a consultant to perform this evaluation. If the medical clearance is underway and it is likely the patient will be cleared, the ER Staff may call the psychiatric consultant even before the medical clearance has concluded.

   a) If there is a presence of drugs or alcohol remaining or any physical factors that the medical examination has revealed, the ER staff must inform the CCBHS crisis worker of this.

   b) Copies of the medical examination, including toxicology or lab results must be provided to the CCBHS crisis worker upon arrival at the ER. This information will be critical in seeking to broker a bed for psychiatric care.

6. ER will provide a space where CCBHS crisis worker may conduct an interview with the patient in a confidential setting. Safety of patient, ER staff and CCBHS crisis worker must be considered in finding an appropriate location. Safety factors to consider are having sufficient staff presence near patient to reduce risk of patient elopement, and removal or securing of sharp objects to prevent patient access.

7. If CCBHS crisis worker determines the patient may safely be released due to not meeting criteria for hospitalization, the ER staff will discharge the patient according to their usual procedures.

8. If the CCBHS crisis worker determines the patient requires hospitalization to resolve the psychiatric crisis, the ER will provide the following support in the search for a bed at a psychiatric facility;

   a) Doctor-to-doctor or nurse-to-nurse consultation, if requested by the admitting facility.
   b) Other medical tests if requested by the admitting facility.
   c) Paperwork that demonstrated the patient is stable and medically cleared.

9. If the patient has met the criteria for detention, and the patient is no longer agitated and uncooperative, and it has been determined that Law Enforcement is no longer needed in the ER, the task for sitting with the patient until the transfer happens is conducted by CCBHS. When a

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

patient is sleeping, fully medicated, or entirely willing to go to the psychiatric hospital, a "sitter" may not be necessary as determined by the ER Doctor or his / her designee. This service of sitting is offered by Behavioral Health, but not required by statute.

10. If a CCBHS sitter is in the ER with a patient who may be awaiting either a medical clearance or a brokered bed, it is the sole responsibility of CCBHS or their contractor to ensure that their sitter receives periodic breaks to include a lunch break if the sit turns out to be longer than six hours. Due to the fact there will be only one staff person available from CCBHS or their contractor, there will be short timeframes where the care of the patient regarding the task of sitting will revert to the hospital staff.

    When a bed has been brokered, the ER physician must determine that the patient is stable for transfer and must take appropriate measures, prior to the patient exiting the ER, to ensure the safety of the patient and drivers during transport.

    This includes the following:

    a) Aid the CCBHS crisis worker in identifying and removal of items of clothing that may constitute a danger during transport. This must include removal of shoes, belt, watch, jewelry. ER may provide booties for patient to wear in transport.

    b) ER physician may consider necessity of medicating the patient prior to transfer to keep the patient calm during transport.

11. The ER staff, may if appropriate, provide primary monitoring for a patient under the following circumstances:

    a) The patient is asleep, fully medicated, and prior to going to sleep was compliant with the detention and evaluation.

    b) ER staff will recall CCBHS crisis worker to the ER if patient status changes for the worse. The CCBHS Consultant may dispatch a sitter if one is not already at the ER.

12. If there is a disagreement between the ER physician and the crisis worker regarding recommendation for release or hospitalization, the physician will discuss with the CCBHS manager-on-call to resolve disagreement. The WIC 5150 Statute should guide the process. If the individual meets to criteria for detention, then the hospitalization should happen. If the individual does not meet the criteria, but the physician still wants the individual to be hospitalized, then then CCBHS Consultant can seek a voluntary placement. It may be more challenging to broker a voluntary bed.

13. If a patient of the ER who is under detention should elope from the ER, it is the responsibility of the ER Staff to call Law Enforcement so that the individual can be found and returned to the ER where law enforcement may choose to provide restraint of some kind so that the evaluation can take place at a designated facility.

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

Colusa County Behavioral Health Services:

1. CCBHS has an on-call crisis worker available from 24/7. During business hours it will be staff from the clinic and afterhours and weekends it will be Sierra Mental Wellness. A manager is always available seven days a week as a back-up, or for complicated situations. Any agency seeking crisis service simply has to call 530-458-0520. This number is good 24/7. The caller will be connected to the crisis service. Behavioral Health, and the contractor, Sierra Mental Wellness, shall have a backup manager available in the rare circumstance that the on-call manager is not available.

2. CCBHS will field a voluntary crisis response at the clinic located at 162 E. Carson Street. Consumers can voluntarily walk into the clinic from 9:00 AM until 4:00 PM and be assured they will be seen. Law Enforcement may bring a voluntary, non-agitated, non-intoxicated, non-psychotic person to the clinic and they will be seen by CCBHS Staff. Any individual on a detention must go to the ER and the hospital will contact CCBHS or Sierra Mental Wellness 24/7.

3. The crisis worker will respond as quickly as possible by phone when contacted by the ER Staff for a consultation on a patient at the ER. When the ER calls the crisis worker and leaves a message, the crisis worker will return the call to the ER within five minutes of the initial call by the ER Staff. In this initial phone consultation - if patient has been medically cleared – the crisis worker will identify arrival time at the ER. Generally, this will be no longer than 1 hour from the time the call is placed but can be dependent on location of home of crisis worker and weather conditions which may delay arrival. During business hours the ER will contact the CCBHS clinic directly and after hours the ER will use the on-call crisis schedule.

4. The crisis worker will not report to the ER until the medical clearance has been completed, or nearly completed, or when the patient is determined to be at least minimally under the influence of any substances. In the case of alcohol, it is agreed upon that no proper evaluation can be conducted by the crisis worker until the level has been reduced to legal levels below .08 and the patient can participate fully in the interview.

5. During the course of the evaluation, the crisis worker will comply with directives from the ER staff and physician, realizing that the CCBHS can, with CCBHS management approval, leave the ER facility prior to resolution if CCBHS is being asked to do something that is contrary to CCBHS Agency Policy.

6. At the beginning of the evaluation, the crisis worker will always identify him/herself by name to the patient and inform them that that they are a consultant from Colusa County Behavioral Health Services. For all face-to-face crisis contacts, unless the individual is already open as a client to CCBHS, or the patient is too ill to cooperate in the process, the following paperwork is needed: Brief Assessment; Demographic form with the individual's name, address, phone and Social Security number; and financial or insurance information. For open clients of CCBHS, the crisis worker will complete a Brief Assessment to document clinical findings and recommendations for treatment.

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

7. If it is determined that a "sitter" would be beneficial to the situation, the crisis worker on call may notify the sitter who is on the schedule, and the sitter will promptly report to the ER within forty-five minutes. The CCBHS Consultant is the only one authorized to dispatch the Sitter. The sitter service is being voluntarily offered by CCBHS to assist agency partners to ensure that the detention process goes as smoothly as possible.

8. CCBHS will conduct an evaluation of the mental status of the patient, which includes recent events leading to crisis, severity of current symptoms, psychiatric history, substance use history, current medications, and support system at home. If patient is not able to verbally respond due to severity of symptoms, the crisis worker will attempt to contact family or friends to confirm mental health history.

   When a patient is deemed not to meet the criteria for 5150 detention, the crisis worker will generate a plan with the patient so that follow-up outpatient services can occur. The crisis worker will often try to involve family members or significant others so that a broad-based support system can be utilized. When the plan is complete the crisis worker will notify the ER physician that they are ready to be released. The crisis worker will leave copies of all documentation used to evaluate the patient's mental health condition.

9. If it is determined that a patient is a danger to self, to others, or is gravely disabled due to a mental illness, the crisis worker will administer the 5150 and Advisement.

10. The crisis worker will need to leave the ER and report to the Colusa County Behavioral Health Clinic to contact psychiatric facilities in a search for a bed. The worker will fax all pertinent documentation (medical clearance, toxicology results, brief assessment, etc.) to each hospital until a bed is located. They will also report to the ER physician any requests that the psychiatric facility asks for in addition to medical clearance already completed. Occasionally, doctor-to-doctor or nurse-to-nurse consults are desired by the psychiatric facility.

11. During the course of brokering a psychiatric hospital bed, the CCBHS will keep the ER Nursing Staff informed. Even if there is no progress, at least twice a shift, CCBHS shall advise the ER Nursing Staff about the status of securing a bed.

12. When a bed is located, it will generally be with a facility that CCBHS has a contract in place with, and CCBHS will ensure payment to the hospital in which the patient will be transferred.

13. The crisis worker will consult with the ER physician regarding safe transport of the patient. If all agree that the transport should commence, the crisis worker will arrange transport using the CCBHS driver and caged car. If the patient is not deemed to be safe for transfer by county caged car vehicle, then the ER Team will need to consider all options including further medicating the patient, or going by ambulance where the patient can be restrained on a gurney.

14. When the driver and caged car arrives, the crisis worker, the Law Enforcement (if present) and the ER Team will assist in the transition from the gurney to the back seat of the caged car. The shoes, belt, watch, and any clothing or belongings that may present a danger to the patient and all valuables of the patient will be stored in the car out of reach of the patient for the transport to the hospital.

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

15. The original copy of the 5150 document and advisement must accompany the patient to the hospital. Copies will be made for the ER, CCBHS and Law Enforcement records. The original 5150 must remain at the location where the patient is at all times.

16. In the event that Law Enforcement has brought a patient into the ER with a detention already written, or if a CCBHS crisis worker writes a 5150 and then during the evaluation and bed search the patient has a significant change in mental status so that they do not any longer meet the 5150 criteria, the crisis worker will consult with the manager on call, and at the manager's direction, the worker may rescind the 5150 hold, thus allowing the ER to discharge the patient. In this event, CCBHS will always attempt to create an aftercare plan to serve the needs of the patient once back in the community.

17. When the crisis worker has evaluated a patient, and it is determined the patient has intensive needs, but the patient does not meet the W&I Code 5150 criteria because a mental illness does not exist, the crisis worker will need to communicate this fact to the ER Team. In these cases, the ER Team, and CCBHS Staff will need to think creatively about how to solve the problem presented without the use of a psychiatric bed.

18. In the event that a dependent adult who is a Colusa County resident cannot be transferred to a psychiatric health facility for any reason, but the individual needs ongoing care, there is a contract in place, C20-024, that states, CMC "agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with emergency shelter care to dependent adults who are in crisis based on Contractor' s availability of required levels of care. Contractor will evaluate each dependent adult to ensure that their medical needs are met prior to admission to an emergency shelter bed. Any medication needs of the dependent adult will be met by Contractor. According to the contract the rate is $750 per day.

19. There are instances when a patient meets the W&I Code 5150 criteria, but because of a co-occurring medical condition, it is impossible to broker a bed. In these situations, again the ER Team and the crisis worker will need to think creatively about an appropriate disposition.

20. A copy of all paperwork associated with the evaluation, including a copy of the 5150 and the name of the admitting psychiatrist, will be given to ER staff prior to crisis worker leaving the ER.

Colusa County Law Enforcement:

1. If Law Enforcement believes that a citizen is manifesting behaviors consistent with those described as a psychiatric crisis, the Law Enforcement Officer will write the 5150 detainment and transport the citizen to the ER for medical clearance and evaluation. Prior to transport to the ER the officer will search the individual per Law Enforcement policy.

2. If a person has been arrested by Law Enforcement, and the arrestee begins to express behavioral health concerns in route to the correctional facility, Law Enforcement may want to take the arrested individual directly to the ER after regular business hours as the jail will not admit a person to the correctional facility that is not emotionally or mentally stable. It is

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

the arresting agency's responsibility to stay with the arrestee until fully cleared for incarceration and accepted by the jail. During business hours, the Law Enforcement Officer may want to contact the CCBHS Crisis Service at 530-458-0520 to determine with CCBHS Crisis where the best place for the evaluation to occur might be. If the resident is co-operative, and not psychotic, bringing the individual directly to the outpatient clinic at 162 Carson Street may be the most expeditious plan.
NOTE See Penal Code 4015 (b) & (c)

PC 4015.

(a) The sheriff shall receive all persons committed to jail by competent authority. The board of supervisors shall provide the sheriff with necessary food, clothing, and bedding, for those prisoners, which shall be of a quality and quantity at least equal to the minimum standards and requirements prescribed by the Board of Corrections for the feeding, clothing, and care of prisoners in all county, city and other local jails and detention facilities. Except as provided in Section 4016, the expenses thereof shall be paid out of the county treasury.

(b) Nothing in this section shall be construed in a manner that would require the sheriff to receive a person who is in need of immediate medical care until the person has been transported to a hospital or medical facility so that his or her medical needs can be addressed prior to booking into county jail.

(c) Nothing in this section shall be construed or interpreted in a manner that would impose upon a city or its law enforcement agency any obligation to pay the cost of medical services rendered to any individual in need of immediate medical care who has been arrested by city law enforcement personnel and transported to a hospital or medical facility prior to being delivered to and received at the county jail or other detention facility for booking.

3. CCBHS will field a voluntary crisis response at the clinic located at 162 E. Carson Street. Consumers can voluntarily walk into the clinic from 9:00 AM until 4:00 PM and be assured they will be seen. Law Enforcement may bring a voluntary, non-agitated, non-intoxicated, non-psychotic person to the clinic and they will be seen by CCBHS Staff. Any individual on a 5150 detention must go to the ER and the hospital will contact CCBHS or our contractor 24/7.

4. If Law Enforcement has written the 5150, they must ensure that the original of this form is given to the CCBHS crisis worker prior to leaving the ER.

5. When Law Enforcement presents the citizen at the ER Team, the Officer must remain in the ER until the citizen transitions to the role of patient and comes under the care of the ER Team.

6. If a patient is not compliant, is a safety risk towards others, or at risk of elopement, the ER may request Law Enforcement to stay to provide containment and safety.

    a) The decision to have the Law Enforcement remain should be revisited throughout the ER stay in order to release Law Enforcement as soon as safety needs allow.

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

b) When a patient is highly agitated or represents a serious elopement risk, Law Enforcement may choose to handcuff the patient, for his/her own safety. The Officer must remain at the ER while the patient is in handcuffs. The safety of the patient will be ensured under physician guidance.

7. If a patient needs to be searched, and Law Enforcement is present in the ER, they should be tasked with this activity. The ER Team needs to be assured that the patient has no weapons or sharps or other contraband that might negatively impact the evaluation or transfer process. The ER Staff should itemize the possessions taken from the patient and place these in a secure location. If the patient is transferred to a psychiatric facility, the patient's possessions should go with the patient.

8. If the ER Physician determines that sedation is the appropriate medical intervention, and Law Enforcement is in the ER, Law Enforcement may be requested to assist in the administration of the sedative if the patient is unwilling, psychotic or confused, or agitated. Law Enforcement assistance may be critical to complete this medical intervention.

9. If a patient under a detention elopes from the hospital, even though staff have attempted to prevent this from occurring, ER Staff will call the local City Police for assistance in returning the patient to the ER. Since the eloped individual is not under arrest, there are limits to what Law Enforcement can do to bring the individual back to the ER. If the patient has eloped into a County Unincorporated area, the ER will notify the Sheriff Department.

10. Community members are at times placed on a 5150 hold by either law enforcement or by Behavioral Health and brought to the ER at Colusa Medical Center to obtain a medical clearance and a Behavioral Health Consult. While the best disposition is being determined by staff, and he person on a 5150 hold chooses to elope back into the community, the decision to leave the ER is the sole responsibility of the community member. Although the ER Staff, the Behavioral Health Staff and Law Enforcement may firmly believe the community member needs further acute psychiatric care, the ER is not a detention facility, nor are the doors locked. The community member may, against medical advice, discharge themselves and elope back into the community. The full liability for this act rests solely with the community member. No staff member attempting to find a higher level of care for the community member is responsible when the person leaves the ER unexpectedly. Law enforcement will be notified, but there are limitations about what actions law enforcement can take, as the community member is not under arrest.

    This MOU will be in effect until any party to this agreement gives 30-day notice to the other agencies that they intend to end the agreement. It is desirable that agency discussion will happen on a regular basis so that conflicts can be resolved on a routine basis. Since the service being offered is highly complex, it is likely there will be difficult circumstances, but there needs to be recognition that without the cooperation of all entities it is possible that negative outcomes will happen. This is a living document, and at regular follow up meetings, there may be a need to modify or update this MOU to reflect circumstances that are presently outside the domain of this document.

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

Signatures of Agency Personnel Responsible to carry out the tenets of his MOU

Dated: _____ _____
Joe Garofalo, Colusa County Sheriff

Dated: _____ _____
Jim Saso, Chief of Police, City of Williams

Dated: _____ _____
Josh Fitch, Chief of Police, City of Colusa

Dated: _____ _____
Ben Fillman, Commander, California Highway Patrol

Dated: _____ _____
Robert Kinyon R.N., C.N.O. Emergency Department

Dated: _____ _____
Rustam Ahmadzai, Hospital Administrator
Colusa Medical Center

Dated: _____ _____
Doctor Nijjar, Medical Director
Colusa Medical Center

Dated: _____ _____
Jon Kerschner, Executive Director
Sierra Mental Wellness

Dated: _____ _____
Noel J. O'Neill, Interim Director
Colusa County Behavioral Health

Dated: _____ _____
Wendy G. Tyler, County Administrative Officer
Colusa County

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

Signatures of Agency Personnel Responsible to carry out the tenets of this MOU Continued

County of Colusa
Board of Supervisors

Commented [JKS1]:

Commented [NO2R1]:

_____
Merced Corona, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Crisis MOU Revised (8339 : Behavioral Health Crisis MOU)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Colusa County Collaborative Youth Center

Approve Memorandum of Understanding between **Colusa County Department of Health and Human Services, Colusa County Probation Department, Colusa County Department of Behavioral Health and the Colusa County Office of Education** for Youth Center planning and operations.

Detailed Description/Background of request

The four organizations noted above concur that an after school Youth Center would be of benefit to the residents of Colusa County and have been in a planning phase to make this new resource available possibly as soon as late spring of 2022. The directors of the four agencies will form a policy council and provide direction, guidance and resolution to issues on an occasional basis. Each agency will provide an operational staff person who will meet together at least twice monthly initially to establish specific policies, schedules, and programs for the Youth Center. The Marketing Specialist from Behavioral Health will work with the County Media contracted organization to get the word out to the community. This resource will be entirely free to all participants from ages 12-17.

Prior Board Action

No prior Board action on this item.

Fiscal Impact/Funding Source

The primary fiscal impact will fall to the Behavioral Health Department where Mental Health Services Act Funds will be used to rent the building, pay for two allocated staff, and purchase the furnishings. All four agencies will contribute to the operation as they are able to do so.

Action for the Clerk

Obtain Signature of approval for this agreement.

ATTACHMENTS:

- Youth Center MOU (DOCX)

Memorandum of Understanding
Between

Colusa County Probation Department
Colusa County Department of Health and Human Services
Colusa County Behavioral Health Services
Colusa County Office of Education

March 30th, 2022

YOUTH CENTER:
The above cited four agencies agree to collaborate together to form and provide policy oversight to the Colusa County Youth Center. Each agency agrees to fulfill the actions noted for their agency listed below. They agree to work as a whole team to create a constructive and safe place for youth ages 12 – 17 to play, learn, socially interact, and be enriched during the after school hours from 3:00 PM to 6:00 PM and on Saturdays from 11:00 AM until 4:00 PM. An overarching goal will be that the Youth Center will always be competently supervised by County Staff and that parents in the community will believe and feel this is a trusted setting in which to send or drop off their children. The hours noted above may expand over time as resources allow.

POLICY COUNCIL:
The directors, or their high level designees, will meet regularly as needed to review frameworks, policies, and seek solutions for issues that the operating team may not have solutions for or resources in which to solve. The Youth Center Manager from Behavioral Health will set an agenda, invite the directors, facilitate the meeting, and act as a liaison to the operating team which will provide the supervision for the day to day functioning of the Youth Center.

OPERATING TEAM:
Each agency will designate a mid-level supervisor or coordinator to serve on the operating team that may meet as often as every two weeks to create a schedule of activities, generate policy as will be needed to fulfill the mission of the Youth Center, schedule staff presence, and determine how to provide resources such as food and drinks, craft materials, games, and recreational activities that youth will want to participate in and enjoy. At any time when the operating team encounters a barrier or need for clarification, this information will be communicated to the Youth Center Manager who will include the matter on the agenda of the next Policy Council Meeting.

DEMOGRAPHIC TO BE SERVED:
The intent of the Youth Center is to serve all youth in the community regardless of their background or ethnicity. Policies will be in place to prevent discrimination by both youth and staff. Bullying and other unacceptable behavior will not be tolerated so that there is a feeling of safety for all participants. The use of the center will be entirely free to youth participants.

Attachment: Youth Center MOU [Revision 2] (8311 : Youth Center MOU)

Parents may choose to use the center for their children who need supervision after school because the parent is working or engaged in other activities. Foster parents may use the center for respite, or parents involved in activities for their own betterment may use the center as a secure place to leave their children while they fulfill their own obligations. Juvenile Probation may require attendance as a term of their Probation to ensure the youth on probation is engaged in constructive activities. Youth may find the Youth Center a good resource to complete homework where assistance may be available. Since more than half of the population in Colusa County are Latino, every effort will be made to have staff who are fluent in Spanish, and possibly bicultural.

DATA COLLECTION:
Youth will be asked to sign in and out. The daily staff will collect the numbers of youth, the genders and ages of who attends for both reporting to the Oversight and Accountability Commission (OAC) which will be partially funding the program, and also for review by the directors to determine who is utilizing the center. This information will always be kept confidential. This information may prove helpful when the operating team is seeking sources of grant revenue.

BEHAVIORAL HEALTH WILL;

- Provide two half time benefitted staff to supervise the youth participants
- Pay the rent and utilities for the building
- Make initial purchases of equipment for the success of the center
- Will be responsible to collect the data and analyze the data for review by the Policy Council and the OAC
- Help the other three agencies to provide food, drinks and other resources for the ongoing needs of the youth
- Provide a Clinical Manager to be the point person for the Youth Center who will set and facilitate the meetings of the Policy Council and act as a liaison to the operating team
- Provide a Mental Health Services Act Coordinator that will generate an agenda, set the meeting times and facilitate the biweekly meetings of the operating team
- Provide occasional groups by the Club Live or Friday Night Live Staff to address AOD issues
- Provide occasional groups on mental wellness, anti-stigma curriculum, and themes of prevention
- Provide 1-1 interventions for youth who may be experiencing symptoms of mental illness or who may be abusing intoxicants

HEALTH AND HUMAN SERVICES WILL:

- Attend the Policy Council meetings
- Appoint a mid-level staff person to serve on the operating team
- Provide occasional Independent Living Skills classes
- Provide support to Foster Families or other families H&HS may be aware of who have youth that may benefit from the Youth Center

Attachment: Youth Center MOU [Revision 2] (8311 : Youth Center MOU)

- Make occasional contributions of food, drinks, or youth activities for participant use

COLUSA COUNTY JUVENILE PROBATION WILL;

- Attend the Policy Council meetings
- Appoint a mid-level staff person to serve on the operating team
- Offer occasional classes by the school based Juvenile Probation Team
- Make occasional contributions of food, drinks, or youth activities for participants
- Provide supervision to youth who may be attending the Youth Center that could be on informal or formal Probation

COLUSA COUNTY OFFICE OF EDUCATION WILL;

- Attend the Policy Council meetings
- Appoint a mid-level staff person to serve on the operating team
- Make occasional contributions of food, drinks, or youth activities for participants
- Support and encourage youth who may have IEPs to frequent the Youth Center
- Offer occasional homework assistance to youth who desire that help

County of Colusa

Merced Corona, County of Colusa Board Chair

Mike West, Colusa County Superintendent of Public Schools

Michael Rogers, Chief Probation Officer for Colusa County

Elizabeth Kelly, Director of Colusa County Health and Human Services

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Noel J. O'Neill LMFT, Interim Director for Colusa County Behavioral Health

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Attachment: Youth Center MOU [Revision 2] (8311 : Youth Center MOU)

APPROVED AS TO FORM:

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

By_____, Deputy

Richard Stout, County Counsel

Fully executed on the following date_____

Attachment: Youth Center MOU [Revision 2] (8311 : Youth Center MOU)

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 4th Modification Crestwood Behavioral Health, Inc.

Approve 4th Modification to **Crestwood Behavioral Health, Inc**. for 24-hour skilled nursing facility care services, effective July 1, 2022.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a fourth modification with Crestwood Behavioral Health that provides County with 24 hour skilled nursing services for patients who may have histories of, and who, without adequate treatment, are at risk of displaying behavioral symptoms such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness.

This modification would extend the contract through June 30, 2023. We are also requesting to replace Attachment "B" Rates with a new Attachment "B" that reflects the rates for FY 22/23. Per Crestwood, during this pandemic, they have experienced an increased cost in insurance, Worker's Comp, PPE and wages.

Behavioral Health currently has two consumers placed at this facility. All other terms and conditions remain the same.

Prior Board Action

C18-091, C19-073 and C20-079

Fiscal Impact/Funding Source

Budgeted: 003-55270-713-0; the fiscal impact shall not exceed $200,000 per fiscal year.

Action for the Clerk

Crestwood Behavioral Health, Inc.
Attn. Elena Mashkevich
520 Capitol Mall, Suite 800
Sacramento, CA 95814

ATTACHMENTS:

- 4th Mod to Crestwood Behavioral Health (DOCX)
- Attachment B FY22-23 Rates (PDF)

- C21-071 3rd Mod Crestwood Behavioral Health Inc (PDF)
- C20-079 2nd Mod Crestwood (PDF)
- C19-073 1st Mod Crestwood (PDF)

C22-_____

Fourth Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Fourth Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

On May 19, 2020, the parties executed a Second Modification of the Contract (C20-079) to extend the termination date and update the rates.

On July 1, 2021, the parties executed a Third Modification of the Contract (C21-071) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2022/2023.

Modification

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

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2022 to June 30, 2023;

2. Attachment "B" is deleted in its entirety and replaced with a new Attachment "B" Rate Sheet, attached hereto.

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CRESTWOOD BEHAVIORAL HEALTH, INC.

_____Date:_____
Signature

_____
Printed name and title

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

_____
Melissa Kitts, Deputy

Attachment: 4th Mod to Crestwood Behavioral Health (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**243.40**	28.00 51.00 67.00 129.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated
Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 36.00 67.00 106.00 154.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	154.00 Negotiated

Attachment: Attachment B FY22-23 Rates (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers	***Room and Board/Per Diem***	
Crestwood Center	Level 1	389.00
Sacramento MHRC - 1106	Level 2	354.00
NPI - 1356411656	Level 3	321.00
Crestwood Behavioral Health Ctr	Level 1	424.00
San Jose MHRC - 1107	Level 2	340.00
NPI - 1376623256	Level 3	331.00
Crestwood Behavioral Health Ctr		334.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	720.00
Bakersfield MHRC - 1115	MIST	450.00
NPI - 1275610800	Level 1	389.00
	Level 2	354.00
	Level 3	319.00
Crestwood C.E.N.T.E.R.	Level 1	380.00
Angwin MHRC - 1116	Level 2	302.00
NPI - 1316024953	Level 3	249.00
Kingsburg Healing Center	Level 1	494.00
Kingsburg MHRC - 1140	Level 2	437.00
NPI – 1073989661	Level 3	375.00
	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Recovery and Rehab	Level 1	391.00
Vallejo MHRC - 1141	Level 2	332.00
NPI - 1508935834	Level 3	294.00
	Level 4	276.00
Crestwood San Diego	Level 1	469.00
San Diego MHRC - 1154	Level 2	402.00
NPI - 1295146934	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**

Attachment: Attachment B FY22-23 Rates (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is $8.75 for FY 21/22

Attachment: Attachment B FY22-23 Rates (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	***Room and Board/Per Diem***	***Room and Board/Per Diem for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - XXXXXXXXXX	1,040.00	1,190.00

Attachment: Attachment B FY22-23 Rates (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Adult Residential Facilities/Social Rehabilitation Center	***Room and Board/Per Diem with SSI***	***Room and Board/Per Diem without SSI***
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	218.00	253.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	165.00	200.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00	265.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	165.00	200.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00	200.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00	258.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	230.00	265.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	165.00	200.00
Hummingbird Healing House San Diego - 1168 NPI - 1992206734	182.00	217.00

Attachment: Attachment B FY22-23 Rates (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C21-071

Third Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Third Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

On May 19, 2020, the parties executed a Second Modification of the Contract (C20-079) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2021/2022.

Modification

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

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

2. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/11/21

Gary J. Evans, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 5/20/2021

Signature

Elena Mashkevich, Director of County contrac

Printed name and title

APPROVED AS TO FORM

Margaret Long, Interim County Counsel

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

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C21-071

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding SNF/STP (IMD) - 1122 NPI - 1194743088	**235.16**	25.00 46.00 61.00 117.00 Negotiated

SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor - Stockton San Joaquin SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 36.00 38.00 61.00 88.00 117.00 Negotiated
Crestwood Manor - Modesto Stanislaus SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 41.00 61.00 88.00 117.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 33.00 61.00 96.00 140.00 Negotiated
SNF		
Crestwood Treatment Center - Fremont Alameda SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	140.00 Negotiated

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C21-071

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers (MHRC)	***Room and Board/Per Diem***	
Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C21-071

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center	SF Blended Rate	495.00
San Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		
Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00
Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00
NPI - XXXXXXXXXX	Level 3	362.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C21-071

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities (PHF)	***Room and Board/Per Diem***
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	1,000.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C21-071

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2021

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C21-071

HELIOS HEALTHCARE, LLC **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF	Room and Board/Per Diem	Patch/Enhancement
Idylwood Care Center	Medi-Cal Published Rate	117.00
Idylwood SNF - 2733	**Indigent/Medi-Cal Ineligible	140.00
NPI - 1770501744		170.00
		Negotiated

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

Health, Inc.

5/11/21

Behavioral Health

C20-079

Second Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Second Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2020/2021.

Modification

The parties agree to modify the Contract effective May 19, 2020, as follows:

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

2. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/19/20

Denise J. Carter, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Signature Date: 5/31/20

Elena Mashkevich, Director of County Contra

Printed name and title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Melissa Kitts, Deputy

Attachment: C20-079 2nd Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C20-079

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2020**

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers	***Room and Board/Per Diem***	
Crestwood Center	Level 1	356.00
Sacramento MHRC - 1106	Level 2	324.00
NPI - 1356411656	Level 3	294.00
Crestwood Behavioral Health Ctr	Level 1	388.00
San Jose MHRC - 1107	Level 2	312.00
NPI - 1376623256	Level 3	303.00
Crestwood Behavioral Health Ctr		306.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level 1 (1:1)	672.00
Bakersfield MHRC - 1115	Level 2	356.00
NPI - 1275610800	Level 3	324.00
	Level 4	292.00
Crestwood C.E.N.T.E.R.	Level 1	348.00
Angwin MHRC - 1116	Level 2	277.00
NPI - 1316024953	Level 3	226.00
Kingsburg Healing Center	Level 1	459.00
Kingsburg MHRC - 1140	Level 2	402.00
NPI - 1073989661	Level 3	345.00
	Bedhold	287.00
Crestwood Recovery and Rehab	Level 1	359.00
Vallejo MHRC - 1141	Level 2	305.00
NPI - 1508935834	Level 3	271.00
	Level 4	254.00
Crestwood San Diego	Level 1	441.00
San Diego MHRC - 1154	Level 2	379.00
NPI - 1295146934	Level 3	316.00
	Bedhold	307.00
Crestwood Chula Vista	Level 1	441.00
Chula Vista MHRC - 1164	Level 2	379.00
NPI - 1023495181	Level 3	316.00
	Bedhold	307.00
San Francisco Healing Center	Level 1	563.00
San Francisco MHRC - 1166	Level 2	497.00
NPI - 1447758024	Level 3	480.00
	Level 3A	446.00
	Bedhold	306.00
Fallbrook Healing Center	Level 1	448.00
Fallbrook Healing - 1167	Level 2	384.00
NPI - 1639738297	Level 3	320.00
	Bedhold	306.00

Attachment: C20-079 2nd Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C20-079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	***Room and Board/Per Diem***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	861.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075 -	867.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1050.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	947.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	969.00

Attachment: C20-079 2nd Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C20 079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	192.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	134.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	203.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	134.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	134.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	197.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	203.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	139.00
Hummingbird Healing House Pathways San Diego - 1168	150.00

Attachment: C20-079 2nd Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C20 079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding IMD - 1122 NPI - 1194743088	**227.21**	24.00 45.00 59.00 114.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor Stockton SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 35.00 37.00 59.00 85.00 114.00 Negotiated
Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 40.00 59.00 85.00 114.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 32.00 59.00 93.00 136.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	136.00 Negotiated

Attachment: C20-079 2nd Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C20-079

HELIOS HEALTHCARE, LLC

The following rates include room and board, nursing care, special treatment program, OTC medications, dietary, etc. Physician services, pharmacy and other are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Idylwood Care Center Idylwood SNF - 2733 NPI - 1770501744	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	114.00 136.00 165.00 Negotiated

Attachment: C20-079 2nd Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C19-073

First Modification of C18-091 for 24-Hour Skilled Nursing Services

This First Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2019/2020.

Modification

The parties agree to modify the Contract effective May 14, 2019, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2019 to June 30, 2020;

2. Section 3, Compensation, is modified to add the following "Compensation shall not exceed $200,000.00 per fiscal year; and

3. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/14/19

Kent S. Boes, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 6/11/19

Signature

GARY ZEYEN

DIRECTOR OF COUNTY CONTRACTS

Printed name and title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriquez, Deputy

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C 19-073

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64

	BASIC	ENHANCED	TOTAL
CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING			
	219 53	23 00	242 53
	219 53	44 00	263 53
	219 53	57 00	276.53
	219 53	111 00	330 53

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON				23 00	23.00
				34 00	34 00
				36 00	36 00
				57.00	57 00
				83 00	83 00
				111 00	111 00
SUB ACUTE				NEGOTIABLE	
	NON MEDI CAL	****			
MODESTO				23 00	23.00
				39 00	39.00
				57 00	57 00
				83 00	83.00
				111.00	111 00
SUB ACUTE				NEGOTIABLE	
	NON MEDI CAL	****			
FREMONT GTC	NON MEDI CAL	****		132 00	
	NEURO-BEHAV			132.00	132.00
	CONVERSION(REQUIRES PRIV ROOM)				286.00
CRESTWOOD MANOR FREMONT				23.00	23 00
			0.00	31 00	31 00
			0 00	57 00	57 00
				90 00	90.00
				132 00	132 00

**** Medi-Cal Published Rate

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C

MENTAL HEALTH REHAB CENTERS

SACRAMENTO MHRC	LEVEL 1	344 00
	LEVEL 2	313.00
	LEVEL 3	284 00
SAN JOSE	LEVEL 1	375 00
	LEVEL 2	301 00
	LEVEL 3	293 00
VALLEJO	LEVEL 1	347 00
	LEVEL 2	295 00
	LEVEL 3	262 00
	LEVEL 4	245 00
ANGWIN	LEVEL 1	336.00
	LEVEL 2	268 00
	LEVEL 3	218 00
BAKERSFIELD	LEVEL 1	649 00
	LEVEL 2	344 00
	LEVEL 3	313 00
	LEVEL 4 (1 1)	282 00
EUREKA		296 00
SAN DIEGO	LEVEL 1	426 00
	LEVEL 2	366.00
	LEVEL 3	305 00
	BED HOLD	297 00
CHULA VISTA		
	LEVEL 1	426 00
	LEVEL 2	366 00
	LEVEL 3	305 00
	BED HOLD	297 00
KINGSBURG	LEVEL 1	443 00
	LEVEL 2	388 00
	LEVEL 3	333 00
	BED HOLD	277 00

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

SAN FRANCISCO		
	LEVEL 1	544 00
	LEVEL 2	480 00
	LEVEL 3	464 00
	LEVEL 3-A	431 00
	BED HOLD	296 00
FALLBROOK		
	LEVEL 1	433.00
	LEVEL 2	371.00
	LEVEL 3	309 00
	BED HOLD	296.00
LOMPOC		
	LEVEL 1	433 00
	LEVEL 2	375 00
	LEVEL 3	350.00
	BED HOLD	296.00

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	867 00
SAN JOSE	1,019 00
SOLANO	941 00
KERN	1,044 00
AMERICAN RIVER	860 00

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

COMMUNITY CARE CENTERS

EUREKA PATHWAY	186 00
OUR HOUSE	130.00
BRIDGE(KERN)	197 00
AMERICAN RIVER RESIDENTIAL	130 00
PLEASANT HILL BRIDGE	130.00
PLEASANT HILL PATHWAYS	191 00
FRESNO	197 00
VALLEJO RCFE	135 00
CRESTWOOD BEHVIORAL PATHWAYS SAN DIEGO	135 00

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

C 19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0 00
	23 00	23.00
	57 00	57 00
	SPECIAL	
MODESTO	0	0 00
	23 00	23 00
	57 00	57 00
	SPECIAL	
REDDING GTC	0	0 00
	23.00	23 00
	57 00	57 00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0 00	0.00
	23 00	23 00
	31 00	31 00
	57 00	57.00

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

County of Colusa
Department of Behavioral Health

Terence Rooney, Ph.D., Director

162 East Carson Street
Colusa, CA 95932
Phone: (530) 458-0520
Fax: (530) 458-7751

MEMO

RECEIVED
JUN 24 2019
COUNTY OF COLUSA
BOARD OF SUPERVISORS

DATE: June 20, 2019

TO: Board Clerks

FROM: Debbie Hickel, Behavioral Health

SUBJECT: Contract with Crestwood

On May 14, 2019, the Board of Supervisors approved a contract with Crestwood. On May 20, 2019, I sent the signed contracts to Crestwood for their signature. I followed up with Crestwood to inquire about the contract since I have not yet it back. They stated that they have not received it.

I then emailed the contract to Crestwood requesting they sign two copies and forward to me. Could you please obtain the additional signatures and return a copy to Crestwood? Address:

Crestwood Behavioral Health, Inc.
~~P.O. Box 7095~~ 520 Capital Mall, Suite 800
Sacramento ~~Stockton~~, CA ~~95267-0095~~ 95814
Attention: Gary L. Zeyen, Director of County Contracts

Thank you!

Attachment: C19-073 1st Mod Crestwood (8356 : Approve 4th Mod Crestwood Behavioral Health, Inc)

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve contract with Dr. Michelle Meshman, MD a Board Certified Psychiatrist

Approve contract with **Dr. Michelle Meshman, MD**, for psychiatric and preventative medicines services to consumers of Behavioral Health services, effective May 1, 2022.

Detailed Description/Background of request

Dr. Michelle Meshman is a Board-Certified Psychiatrist and a Neurology Diplomate. She also is certified by the American Association of Preventive Medicine, and is certified as an Addiction Medicine Diplomate. BH is a State Certified Alcohol and Other Drug Program and is also certified by Department of Health Care Services (DHCS) as the Managed Care Alcohol and Other Drug Provider for all of Colusa County. Medi-Cal requires that each intake assessment diagnosis and treatment plan must be signed by a physician. Past practice within the Agency has been to have a BH Doctor sign these documents without meeting the patient. Though acceptable by DHCS, this practice does not lend itself to high-quality program outcomes. BH desires to improve services and having the direct input of psychiatrist specifically trained in addiction will assist treatment staff to address symptoms in a manner that is most effective and based on recent evidence-based interventions.

The term of the contract will begin on May 1, 2022 through June 30, 2023.

Prior Board Action

There has been no prior action by the Board in this arena. This is the first contract for Colusa that focuses on addiction interventions.

Fiscal Impact/Funding Source

003-53180-711-0
The cost of 30 hours of service at an hourly rate of $260 for a total of $7,800 through FY 21/22 and 300 hours of service at an hourly rate of $260 for a total of $78,000 in FY 22/23. Total cost of the contract will be $85,800.
It is reasonable to expect that $40,000 will be reimbursed by Medi-Cal and the balance will be paid by the SABG Federal Grant Source.

Action for the Clerk

Dr. Michelle Meshman, MD
7663 Rush River Drive
Sacramento CA 95831

ATTACHMENTS:

- Dr Mesham Services Agreement (DOCX)

C22-_____

PSYCHIATRIC AND PREVENTATIVE MEDICINE PROFESSIONAL SERVICES

This Psychiatric and Preventative Medicine Professional Services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Dr. Michelle Meshman, MD, a Board Certified Psychiatrist ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Professional Psychiatric and Preventative Medicines services to consumers of the Behavioral Health Department**,** as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on May 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 a total amount of $78,000.00, at the rate of $260.00 per hour 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.

Attachment: Dr Mesham Services Agreement [Revision 2] (8357 : Approve contract with Dr. Michelle Meshman, MD)

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

Attachment: Dr Mesham Services Agreement [Revision 2] (8357 : Approve contract with Dr. Michelle Meshman, MD)

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

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

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

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

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

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

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

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

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

Attachment: Dr Mesham Services Agreement [Revision 2] (8357 : Approve contract with Dr. Michelle Meshman, MD)

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

Attachment: Dr Mesham Services Agreement [Revision 2] (8357 : Approve contract with Dr. Michelle Meshman, MD)

If to Contractor: Dr. Michelle Meshman, MD
7663 Rush River Drive
Sacramento, CA 95831

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 Services/Cost

Attachment: Dr Mesham Services Agreement [Revision 2] (8357 : Approve contract with Dr. Michelle Meshman, MD)

C22-_____

COUNTY OF COLUSA	**MICHELLE MESHMAN, MD**
_____Date:_____	_____Date:_____
J. Merced Corona, Board Chair	Signature
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Richard Stout, County Counsel	Patricia Rodriguez, Deputy

Attachment: Dr Mesham Services Agreement [Revision 2] (8357 : Approve contract with Dr. Michelle Meshman, MD)

EXHIBIT "A"

C22-_____

Scope of Services/Cost

- Dr. Meshman will provide psychiatric and preventative medicine services to consumers of the Behavioral Health Department.
- Dr. Meshman will fulfill the CA Department of Health Care Services mandate which requires that all Medi-Cal Beneficiaries who receive Alcohol and Other Drug Services from BH to have the department generated treatment plan signed by a physician.
- Dr. Meshman will provide Beneficiaries a quality intervention that will not only include an intervention for symptoms of substance use or mental illness, but they will also receive a thorough inquiry about any physical conditions that may be contributing to the diagnosis.
- Dr. Meshman will provide six (6) hours per week of paid service.
- Dr. Meshman will also provide psychiatric services to other beneficiaries of the clinic, especially transitional age youth between the ages of 16 and 25 years old. These services will include a full intake evaluation with the establishment of an Axis I Diagnosis based upon existing life impairments that will be the focus of intervention for both medication and therapeutic actions.
- The interventions offered by Dr. Meshman will primarily be via Telehealth, however, this does not exclude the possibility that some of Dr. Meshman's time could be rendered and reimbursed while in person at the clinic located at 162 E Carson St, Colusa, CA.
- There may be times when a consumer needs an emergency intervention. In this case the consumer will be added to Dr. Meshman's schedule last minute, and Dr. Meshman will need to attend to the consumer as necessary.
- Dr. Meshman will participate in team meetings with the AOD treatment team or other clinical teams on a regular basis with the intention of providing consultation and support to the team to secure the best possible interventions.

Attachment: Dr Mesham Services Agreement [Revision 2] (8357 : Approve contract with Dr. Michelle Meshman, MD)

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: **May 10, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 1st Modification with Gary Ernst**

Approve 1st Modification with **Gary Ernst** for Cost Accounting services, effective July 1, 2022.

Detailed Description/Background of request

Mr. Ernst provides the Behavioral Health Department with cost accounting services. He provides fiscal consulting services and assistance in preparing the annual Mental Health Cost Report, MHSA Annual Revenue/Expenditure report and assisting the department to successfully meet the Medi-Cal fiscal audit requirements. Behavioral Health has utilized his services for many years and are quite pleased with the results that he offers. Behavioral Health requests that Mr. Ernst's fee is updated to be $125 per hour and not to exceed the amount of $5,000 per fiscal year. Behavioral Health also requests that term of the contract is extended through June 30, 2023.

Prior Board Action

C21-084 approved May 25, 2021

Fiscal Impact/Funding Source

Budgeted at $5,000 per fiscal year in BHS budget.

Action for the Clerk

Gary Ernst
1526 E. Beech Drive
Visalia, CA 93292

ATTACHMENTS:

- 1st Mod Gary Ernst (DOCX)
- C21-084 Gary Ernst (PDF)

First Modification of Consultant Services Contract with Gary Ernst

This First Modification of Cost Accounting Services contract ("Contract") is between Colusa County (County), a political subdivision of the State of California, and Gary Ernst, and individual contractor ("Contractor").

Background

On July 1, 2021, the parties executed Contract C21-084 for Cost Accounting Services.

The parties now want to modify the Contract to add a location and increase the compensation.

Modification

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

1. Section 2, Term of the Contract is modified to extend the term from June 30, 2022 to June 30, 2023.

2. Section 3, Compensation, is modified by deleting entirely and replacing with the following: "County will pay contractor compensation for services at the hourly rate of $125 not to exceed Five Thousand Dollars ($5,000.00) per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment."

COUNTY OF COLUSA	**GARY ERNST**
_____Date:_____	_____Date:_____
J. Merced Corona, Chair	Signature
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	_____
Richard Stout, County Counsel	Melissa Kitts, Deputy

Attachment: 1st Mod Gary Ernst [Revision 1] (8358 : Approve 1st Modification to Gary Ernst)

C21-084

Consultant Services Contract with Gary Ernst

This Cost Accounting Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Gary Ernst, an individual ("Contractor").

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

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

3. **Compensation:** County will pay Contractor compensation for services at the hourly rate of $120 not to exceed Fourteen Thousand Four Hundred Dollars ($14,400) per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

perform all services under this Contract.

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

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

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

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

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

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

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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

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

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

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

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

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

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

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

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

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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

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

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

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

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

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

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

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

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

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

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

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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

C21-084

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

If to County:	Colusa County Behavioral Health 162 E. Carson Street Colusa, CA 95932 530.458.0520 Attention: Director
If to Contractor:	Gary Ernst 1526 Beech Drive Visalia, CA 93292 559.679.2541

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

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

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

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

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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

C 21-084

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

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

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

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

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

A. Attachment "A" Scope of Services
B. Attachment "B" HIPPA Business Associate Addendum

COUNTY OF COLUSA

Date: 5/25/21

Gary J. Evans, Board Chair

GARY ERNST

Date: 5/24/21

Signature

APPROVED AS TO FORM

Margaret Long, Interim County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

C21-084

ATTACHMENT A

SCOPE OF SERVICES

1. Consultant shall perform and extend professional cost reporting and accounting services to the Colusa County Behavioral Health.

2. Consultant shall provide consultation to administrative staff in the compilation of Cost Report and supporting documentation.

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

C21-084

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Gary Ernst. 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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Enforcement Rules at 45 CFR Part 160 and Part 164.

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

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

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

Miscellaneous

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

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

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

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

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Interinsurance Exchange of the Automobile Club

Automobile Insurance Policy Change Confirmation

05/03/2021

Named Insured and Mailing Address:
GARY ERNST

1526 XXXXXXXXXX
Visalia, CA 93292

Policy Number: CAA159132908
Policy Term Dates: 12/03/2020 - 12/03/2021

Your Agent is:

Misty Searcy
4228 S. Mooney Blvd
Visalia, CA 93277

IMPORTANT NOTICE: This will confirm the policy change(s) you recently made effective **05/03/2021** You will be receiving a Policy Change Declaration in the mail shortly.

DRIVER INFORMATION:

Drivers' Names (Last, First)	Date of Birth	Gender	Rated Veh	Year First Licensed	GDD	Driving Safety Record: Chargeable Citations	Driving Safety Record: Chargeable Accidents
Ernst, Gary	XX-XX-1945	M	02	1961	Y	0	0
Ernst, Mary	XX-XX-1947	F	01	1965	Y	0	1

VEHICLE INFORMATION:

No.	Year	Vehicle Make/Model	Garage Zip Code	Garaged	Annual Miles	Verified Mileage	Salvage	Deductibles: Comp.	Deductibles: Collision	Special Equip.	Car Rent. Expense	Primary Driver
1	2003	HOND/ODYSSEY EX-L		No	1,000	Yes	No	$500				02
2	2010	HOND/ELEMENT EX		No	29,411	Yes	No	$500	$1,000		$35	01
3	2020	HOND/PASSPORT 4D 4WD ELITE 6		No	13,198	Yes	No	$500	$1,000		$35	02

VEHICLE PREMIUM INFORMATION:

Coverages	Limits ($)	Vehicle 1	Vehicle 2	Vehicle 3
Bodily Injury	1,000,000/1,000,000	$118	$498	$633
Property Damage	1,000,000	$62	$311	$413
Medical Payments	X 2000	$11	$14	$14
Uninsured/Underinsured Motorist Bodily Injury	250,000/500,000	$44	$86	$108
Comprehensive	(See Deductibles)	$70	$46	$68
Collision	(See Deductibles)		$238	$653
Car Rental Expense	(See Above)		$44	$58
Uninsured Collision		$5		
Uninsured Deductible Waiver	Yes		Included	
12- MONTH VEHICLE PREMIUM:		**$310**	**$1,237**	**$1,947**

LIMIT OF LIABILITY (IF APPLICABLE)

No	Year	Vehicle Make/Model	Limit of Liability

POLICY DISCOUNTS: Please review these carefully as you are warranting that you are entitled to the following discounts.

Good Driver	Good Student	Student Away	Multi - Vehicle	Multi - Policy	Mature Driver	Driving Course	Loyalty	Grp-Deg. Professional	Verified Mileage
Yes	No	No	Yes	Yes	No	No	No	No	Yes

CURRENT 12-MONTH POLICY PREMIUM TOTAL: **$2,492** **NEW 12-MONTH POLICY PREMIUM TOTAL *after Policy Changes:*** **$3,494**

SUBJECT(S) OF POLICY CHANGE:

Auto - Add/Change Vehicle
Auto - Eliminate Physical Damage
Auto - Eliminate Rental
Auto - Correction
Auto - Change of Annual Mileage

THIS IS NOT A BILL

This policy change will increase your premium by **$586** for the remainder of the term

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Interinsurance Exchange of the Automobile Club

Automobile Insurance Policy Change Confirmation

05/03/2021

Named Insured and Mailing Address:
GARY ERNST

1526 XXXXXXXXXX
Visalia, CA 93292

Policy Number: CAA159132908
Policy Term Dates: 12/03/2020 - 12/03/2021

Your Agent is:

Misty Searcy
4228 S. Mooney Blvd
Visalia, CA 93277

IMPORTANT NOTICE: This will confirm the policy change(s) you recently made effective **05/03/2021** You will be receiving a Policy Change Declaration in the mail shortly

DRIVER INFORMATION:

Drivers' Names (Last, First)	Date of Birth	Gender	Rated Veh	Year First Licensed	GDD	Driving Safety Record: Chargeable Citations	Driving Safety Record: Chargeable Accidents

VEHICLE INFORMATION:

No.	Year	Vehicle Make/Model	Garage Zip Code	Garaged	Annual Miles	Verified Mileage	Salvage	Deductibles: Comp.	Deductibles: Collision	Special Equip.	Car Rent. Expense	Primary Driver

VEHICLE PREMIUM INFORMATION:

Coverages	Limits ($)
Bodily Injury	1,000,000/1,000,000
Property Damage	1,000,000
Medical Payments	X 2000
Uninsured/Underinsured Motorist Bodily Injury	250,000/500,000
Comprehensive	(See Deductibles)
Collision	(See Deductibles)
Car Rental Expense	(See Above)
Uninsured Collision	
Uninsured Deductible Waiver	Yes

12- MONTH VEHICLE PREMIUM:

LIMIT OF LIABILITY (IF APPLICABLE)

No.	Year	Vehicle Make/Model	Limit of Liability

POLICY DISCOUNTS: Please review these carefully as you are warranting that you are entitled to the following discounts.

Good Driver	Good Student	Student Away	Multi - Vehicle	Multi - Policy	Mature Driver	Driving Course	Loyalty	Grp-Deg. Professional	Verified Mileage
Yes	No	No	Yes	Yes	No	No	No	No	Yes

CURRENT 12-MONTH POLICY PREMIUM TOTAL: **$2,492** **NEW 12-MONTH POLICY PREMIUM TOTAL *after Policy Changes:*** **$3,494**

SUBJECT(S) OF POLICY CHANGE:

Auto - Add/Delete UC
Auto - Add/Delete UDW

THIS IS NOT A BILL

This policy change will increase your premium by **$586** for the remainder of the term.

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Get your digital proof of insurance & membership card on the AAA App
»Download the app. Click AAA.com/app75
Electronic proof of insurance may not be valid as proof in all states Please keep your hard copy version on hand Must be a current AAA member and insured through AAA to use this feature. Available for iPhone® and smartphones for Android™ Message, data and roaming rates may apply

PROOF OF INSURANCE
Interinsurance Exchange of the Automobile Club
NAIC #. 15598

Named Insured
GARY ERNST

Policy Number. CAA159132908

Effective Date· 12/03/2020 Expiration Date. 12/03/2021

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicles and named insureds Coverage subject to policy terms and limits.

VEHICLES ON POLICY

YEAR	MAKE		VEH I.D. #
2003	HOND	ODYSSEY EX-L	5FNRL18963B135366
2010	HOND	ELEMENT EX	5J6YH1H71AL001557
2020	HOND	PASSPORT 4D 4WD ELITE	5FNYF8H05LB010047

--- FOLD HERE ---

DRIVERS ON POLICY
ERNST, GARY
ERNST, MARY

IF YOU HAVE AN ACCIDENT CALL OUR 24/7 AAA CLAIMS HOTLINE 1-800-672-5246

After an accident, exchange information with the other party and follow these 5 easy steps

Step 1 Pull vehicle over to a safe place Get the names, addresses, and phone numbers of all persons involved in the accident, e.g., pedestrians, witnesses, other passengers, etc.

Step 2: Take photos of or write down the other person's driver's license information and other vehicle's license plate number, including state of registration.

Step 3 Take photos of or write down the other person's insurance card information

--- FOLD HERE ---

Step 4: Take photos of the vehicles involved, damages and surrounding area of the accident, if it is safe to do so

Step 5 Call our AAA Claims Hotline at 800-672-5246 to report the loss. If necessary, we will arrange to have your vehicle towed Our provider's tow trucks always display the AAA emblem

Do not admit responsibility for or discuss the circumstances of the accident with anyone other than the police or an authorized Auto Club claims representative Do not disclose your policy limits to anyone

For questions or changes to your policy, call 1-877-422-2100, Monday through Friday from 7 a m to 9 p m or Saturday from 8 a m to 5 p m

Place a Proof of Insurance card in each vehicle insured under your policy. In addition, we suggest that each listed driver carry a card. Under California law, drivers and owners of a motor vehicle must be able to show proof of financial responsibility at all times. These cards become invalid and should be destroyed on the expiration or termination date of the policy.

Call our AAA Claims Hotline at 1-800-672-5246

PROOF OF INSURANCE
Interinsurance Exchange of the Automobile Club
NAIC #· 15598

Named Insured
GARY ERNST

Policy Number: CAA159132908

Effective Date: 12/03/2020 Expiration Date: 12/03/2021

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicles and named insureds Coverage subject to policy terms and limits

VEHICLES ON POLICY

YEAR	MAKE		VEH I D #
2003	HOND	ODYSSEY EX-L	5FNRL18963B135366
2010	HOND	ELEMENT EX	5J6YH1H71AL001557
2020	HOND	PASSPORT 4D 4WD ELITE	5FNYF8H05LB010047

--- FOLD HERE ---

DRIVERS ON POLICY
ERNST, GARY
ERNST, MARY

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--- FOLD HERE ---

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Do not admit responsibility for or discuss the circumstances of the accident with anyone other than the police or an authorized Auto Club claims representative Do not disclose your policy limits to anyone.

For questions or changes to your policy, call 1-877-422-2100, Monday through Friday from 7 a m to 9 p m or Saturday from 8 a m to 5 p m

LCAA0805A
E20200901
050321

8165 (02/21)

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Client # 648063

MEMORANDUM OF INSURANCE

Date Issued 03/25/2021

Producer

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines IA 50306-3576
1-800-375-2764

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage
Liberty Insurance Underwriters Inc.

Insured

Gary C Ernst
1526 East Beech Drive
Visalia, CA 93292

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability HealthInfo SE Health Information Mgmt	AHY-633100010	06/23/2021	06/23/2022	Per Incident/ Occurrence	$2,000,000
				Annual Aggregate	$4,000,000
General Liability	AHY-633100010	06/23/2021	06/23/2022	Per Incident/ Occurrence	$2,000,000
				Annual Aggregate	$4,000,000

Coverage includes General Liability occurrences at
1526 East Beech Drive Visalia, CA 93292
but only as respects to claims arising out of the sole negligence of the Persons Insured under the provisions of this policy.

Memorandum Holder:

PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Mark Brostowitz

Mark A Brostowitz

Mercer Consumer, a service of Mercer Health & Benefits Administration LLC. In CA d/b/a Mercer Health & Benefits Insurance Services LLC. CA License #0G39709

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Client # 648063

MEMORANDUM OF INSURANCE | Date Issued 03/25/2021

Producer

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Mercer Health & Benefits Administration LLC
P.O. Box 14576
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Company Affording Coverage
Liberty Insurance Underwriters Inc.

Insured

Gary C Ernst
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Visalia, CA 93292

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability HealthInfo SE Health Information Mgmt	AHY-633100010	06/23/2021	06/23/2022	Per Incident/ Occurrence Annual Aggregate	$2,000,000 $4,000,000

PROOF OF INSURANCE

Memorandum Holder:

PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Mark Brostowitz

Mark A. Brostowitz

Mercer Consumer, a service of Mercer Health & Benefits Administration LLC. In CA d/b/a Mercer Health & Benefits Insurance Services LLC. CA License #0G39709

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Liberty International Underwriters

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the Company)
55 Water Street, 18th Floor
New York, NY 10041

DECLARATIONS

Policy Number: AHY-633100010 Renewal Of: AHY-633100009

SECTION I

Item		
1.	Named Insured: Gary C Ernst	
2.	Mailing Address: 1526 East Beech Drive Visalia, CA 93292	
3.	Policy Period:	From: 06/23/2021 To: 06/23/2022 12:01 A. M. Standard Time At Location of Designated Premises
4.	Business or Profession: Health Information Mgmt	Affiliation:
5.	The Named Insured is a(n):	☐ Partnership ☐ Corporation ☒ Individual ☐ LLC ☐ Sole Proprietor (with employees) ☐ Professional Association ☐ Other

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsements(s): HCPL-2037i (01/14), HCPL-2038 (11/09), HCPL-8101A (04/14) HCPL-2037-9000 CA (11/09)
OFAC (08/09), HCPL-8003 (01/14), TRIA-N004-0315, TRIA-E002-0315, HCPL-8003 (01/14),

HCPL-8320 (01/15), HCPL-8321 (01/15), HCPL-8324 (01/15), HCPL-8328 (02/15)

SECTION II

Item	COVERAGE		Premium
A.	Professional Liability	[X]	$372.00
B.	General Liability	[X]	$140.00
	Terrorism Risk Insurance Act	[X]	$0.00
C.	Endorsements	[X]	$973.00
		TOTAL:	$1,485.00

LIMITS OF LIABILITY

$2,000,000 Each Incident and Each Occurrence $4,000,000 Aggregate

SECTION III

SUPPLEMENTARY PAYMENTS

A.	First Party Assault
B.	Licensing Board Reimbursement
C.	Wage Loss and Expense
D.	Deposition Expense
E.	First Aid Reimbursement

Representative Agent: Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
3425- American Health Information Mgmt. Assn. Des Moines, IA 50306-3576

HCPL-2037D (11/09)

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

proliability
powered by Mercer

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576
www.proliability.com
1-800-375-2764 Fax 212-948-1509

RECEIPT OF PAYMENT

Date:	03/25/2021
Named Insured: Policy Number: *Effective Date:*	Gary C Ernst AHY-633100010 *06/23/2021*
Amount Due: *	$1,487.00
Status:	Paid in Full

*Please be advised that the receipt of payment does not include payments for changes made to the policy after the initial policy issuance.

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

Attachment: C21-084 Gary Ernst (8358 : Approve 1st Modification to Gary Ernst)

COUNTY OF COLUSA, CA

2.10

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve contract with All Star Painting Inc.

Approve contract with **All Star Painting Inc.** for interior and exterior painting of the Behavioral Health Building located at 162 E. Carson Street, Colusa, CA.

Detailed Description/Background of request

The Notice To Bidders was published in the Pioneer Review on March 3rd and March 10th and bids were received and opened on March 28, 2022 at 2:30 p.m. in the Clerk of the Boards Office. 4 Bids were received as follows:

All Star Painting Inc.	$86,000.00
Nissim Painting	$148,000.00
Artisans Choice Painting and More	$179,998.00
Color New Co.	$211,000.00

All Star Painting is the lowest bidder, and we have utilized their services previously with great results. We recommend the Board approve the contract with All Star Painting, Inc.

Prior Board Action

March 1, 2022 the Board adopted the Plans and Specification and working details of the Request For Bid. The Notice To Bidders was published in the Pioneer Review on March 3rd and March 10, 2022.

Fiscal Impact/Funding Source

Budgeted, not to exceed $86,000.00

Action for the Clerk

Get signatures and do what you do with contracts, FYI this one requires a DIR registration. Mail to: All Star Painting Inc., 4720 Porto Pino Way, Antelope, CA 95843

ATTACHMENTS:

- All Star Painting Inc Contract-BH Bldg (DOCX)
- Attachment B-Bid Worksheet (PDF)

C____-_____

Exterior and Interior Painting Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and All Star Painting Inc. ("Contractor"), a 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 services for the painting of the exterior and interior of the Colusa County Behavioral Health Building located at 162 E. Carson Street, Colusa, as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB), addenda and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than 90 Days after full execution of the contract.

3. **Compensation:** County will pay Contractor compensation not to exceed $86,000.00, as provided for in Attachment "B" bid worksheet. Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

4. **Method of Payment:** Upon completion of the project, Contractor shall provide County with an invoice for the work done at that location. 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

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

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

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

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

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

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

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

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

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

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

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

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

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

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

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

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

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

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

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

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

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

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

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

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

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

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

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

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

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

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

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

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

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

14. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

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

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

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

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

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

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

18. **Written Notification**: Any notice, demand, request, consent, approval, or communication

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

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

If to County:	Office of the County Administrator ATTN: Wendy G. Tyler 547 Market St., Suite 102 Colusa, CA 95932
If to Contractor:	All Star Painting Inc. 4720 Porto Pino Way Antelope, CA 95843 Phone: 916-218-2455

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

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

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

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

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

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

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

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

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

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

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

A. Attachment "A" Scope of Work
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

CONTRACTOR

_____Date: _____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By
_____
Ann Nordyke, Deputy

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

C____-_____

ATTACHMENT A

Scope of Work for
Exterior and Interior Painting at
Colusa County Behavioral Health Building

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

Exterior Scope:

1: Pressure wash entire building (to ensure proper adhesion of paint) clear of cob webs, bird droppings, and dirt.

2: Caulk all cracks and/or holes or any intrusions on building to seal up prior to paint with a 50 yr. exterior grade caulking. Brand of contractor choice.

3: Protect all parts of building not being painted with plastic or paper. Also protect all flowers, tree, shrubs etc. with drop clothes to minimize any chance over-spray of paint.

4: Metal awnings to be prepped and coated with a metal primer and/or a rust inhibitor to promote good adhesion of paint and painted an accent color to be chosen at a later date.

5: Prime exterior of building with Benjamin Moore fresh start primer or equivalent primer with same specs. All areas with heavy staining requires 2 coats to ensure no bleed through and good paint adhesion.

6: Exterior will get two coats of premium grade paint in Benjamin Moore ultra-spec in a SATIN finish or equivalent paint with same specs.

7: Exterior will include 3 colors which will be chosen by County prior to job starting. The top section is to be a darker color, the columns and main building a lighter color, and the awnings an offsetting color.

8: Contractor will keep a clean and safe work site during this whole process. Contractor will remove all trash and paint buckets each day to keep clients and workers safe each day.

9: A job walk will be required prior to the job starting to establish a schedule to relay to the department head to make sure they are aware of what work and where the work will be going on each day to ensure everyone is prepared in these areas.

C____-_____

ATTACHMENT A

Interior Scope:

1: Contractor will need to prep all areas of work with plastic, paper drop clothes etc. to make sure no overspray or prepping materials get on carpeting or desks, furniture etc.

2: All walls to be cleaned and prepped for good paint adhesion.

3: All cracks, nail holes and anchor holes need to be filled with caulking, spackle, or sheetrock mud. If hole patches are bigger they need to be patched and retextured to match existing texture. Excluding taped or color coated anchor holes etc to be re used when painting is done. The department will mark off which anchor holes are not to be filled in as they will be reused.

4: There are approximately 88 doors with metal frames that need to be prepped and painted with one coat of primer and 2 coats of ultra-spec interior satin or equivalent.

5: All interior work has to be done in phases to accommodate staff and rearranging furniture. If county maintenance needs to assist with some furniture moving contractor will let maintenance supervisor know and we will get it scheduled. Getting close to project start Behavioral Health employees will be directed to remove all personal belongings until said project is completed.

6: It is imperative that the said contractor be very vigilant in keeping a safe and clean work area, we will not be closing the facility and this will help keep business going as normal. (All debris paint buckets ladders etc.) If contractor would like to have us block off spots for parking, we can make that happen.

Attachment: All Star Painting Inc Contract-BH Bldg (8381 : Approve contract with All Star Painting)

ATTACHMNT B

BID WORKSHEET

NAME All Star painting Inc.

ADDRESS 4720 porto pino way

CITY Antelope STATE CA ZIP CODE 95843 PHONE (916)218-2455

DIR #: 1000513506 Contractor License # 984748 Exp: 06-30-23

Exterior and Interior Painting at the Colusa County Behavioral Health Bldg.

ITEM	PRODUCT	PRICE
1	INTERIOR PAINT & SUPPLIES	$ 10,000.00
2	EXTERIOR PAINT & SUPPLIES	$ 7,000.00
3	LABOR – INTERIOR PAINTING:	$ 40,000.00
4	LABOR – EXTERIOR PAINTING:	$ 24,000.00
5	Other Costs (Describe): Bond & Insurance & Sale Tax	$ 5,000.00
	Sales Tax	$
	GRAND TOTAL	$ 86,000.00

Dollar figure shall include all appropriate costs, including **prevailing wage** labor costs, all material and equipment costs, permits, freight, etc.

VENDOR

Roman Demin
Signature

Roman Demin
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 21st day of March, 2022.

Attachment: Attachment B-Bid Worksheet (8381 : Approve contract with All Star Painting)

COUNTY OF COLUSA, CA 2.11

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve contract with G&S Carpet Mills, Inc.

Approve contract with **G&S Carpet Mills Inc.**, for the removal and replacement of flooring at the Behavioral Health Building located at 162 E. Carson Street, Colusa, CA.

Detailed Description/Background of request

Maintenance is requesting the Board to approve a contract with G&S Carpet Mills for the removal and replacement of flooring at the Behavioral Health Department.

A Notice to Bidders was published in the Pioneer Review on March 3rd and 10th. Bids were received and opened on March 28, 2022 to 2:00 p.m. in the Board Clerks Office. One bid was received:

G&S Carpet Mills Inc. $177,423.54

This job will be performed in coordination with the interior painting scheduled to be awarded on May 10th.

Prior Board Action

The Board adopted the plans, specifications and working details on March 1, 2022

Fiscal Impact/Funding Source

Budgeted, not to exceed $177,423.54

Action for the Clerk

Obtain signatures, FYI: this contract requires DIR registration
Mail to: G&S Carpet Mills, 3205 Pomona Blvd. Pomona, CA 91768

ATTACHMENTS:

- G&S Carpet Mills Inc-Flooring Contract-BH (DOCX)
- Attachment B-Bid Worksheet (PDF)

Flooring Removal and Replacement Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and G&S Carpet Mills, Inc. ("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 services for the removal and replacement of flooring at the Colusa County Behavioral Health Building located at 162 E. Carson Street, Colusa, as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bid (RFB), addenda and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than 90 Days after full execution of the contract.

3. **Compensation:** County will pay Contractor compensation not to exceed $177,423.54, as provided for in Attachment "B" Bid Worksheet. Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

4. **Method of Payment:** Upon completion of the project, Contractor shall provide County with an invoice for the work done at that location. 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

Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

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 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

Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

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, 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.

Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

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

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

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

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

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

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

14. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

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

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

B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this

Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

Contract.

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

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

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

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

If to County:	Office of the County Administrator ATTN: Wendy G. Tyler 547 Market St., Suite 102 Colusa, CA 95932
If to Contractor:	G&S Carpet Mills, Inc. 3205 Pomona Blvd. Pomona, CA 91768 Phone: 909-468-5600

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

20. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
21. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

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

23. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of

Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

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

    A. Attachment "A" Scope of Work
    B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

CONTRACTOR

_____Date: _____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By _____
Ann Nordyke, Deputy

Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

ATTACHMENT A

Scope of Work for Flooring at
Colusa County Behavioral Health Building

1: Install new carpet tiles and linoleum in specified places throughout the building. Detail below.

2: Remove existing flooring and prep of all areas that will be receiving new flooring, and dispose of old material.

3: Install approximately 18,800 sq. ft., in areas indicated, per specs Shaw item # ew24/59575 75505 magnetic fields carpet tiles. Maintenance Supervisor to ensure color matches with the existing Shaw product already installed.

4: Install 4 ½" inch rubber base molding throughout the building where all new flooring is installed. Color will match existing new rubber base which is a dark grey.

5: Install 4' x 4' walk-off tiles at all exterior doors except the East and West Main Entrances.

6: Install a commercial grade linoleum (2,800 sq. ft.) in areas indicated. Contractor will supply a limited color sample for County to Choose. Contractor will remove and reinstall toilets as needed.

7: Job walk will be required prior to the start of job to establish a schedule to relay to the department head to make sure the departments staff will be able to plan on what areas will be affected and when.

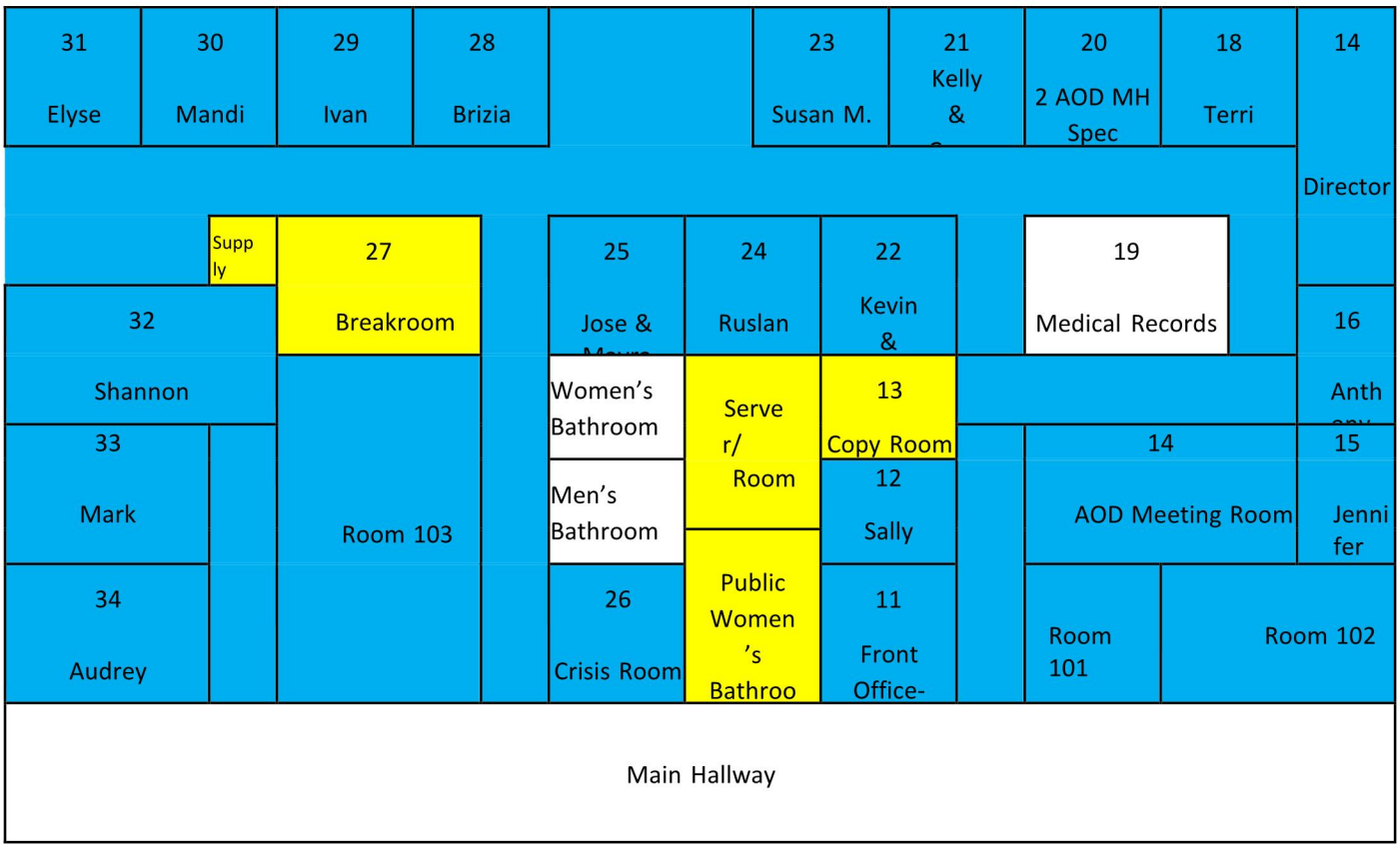
8: Employees will be asked prior to start of job to have all personal belongings to be removed to give the best access to the areas as possible.

9: Contractor to keep a safe and clean work site.

Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

ATTACHMENT A

Side A

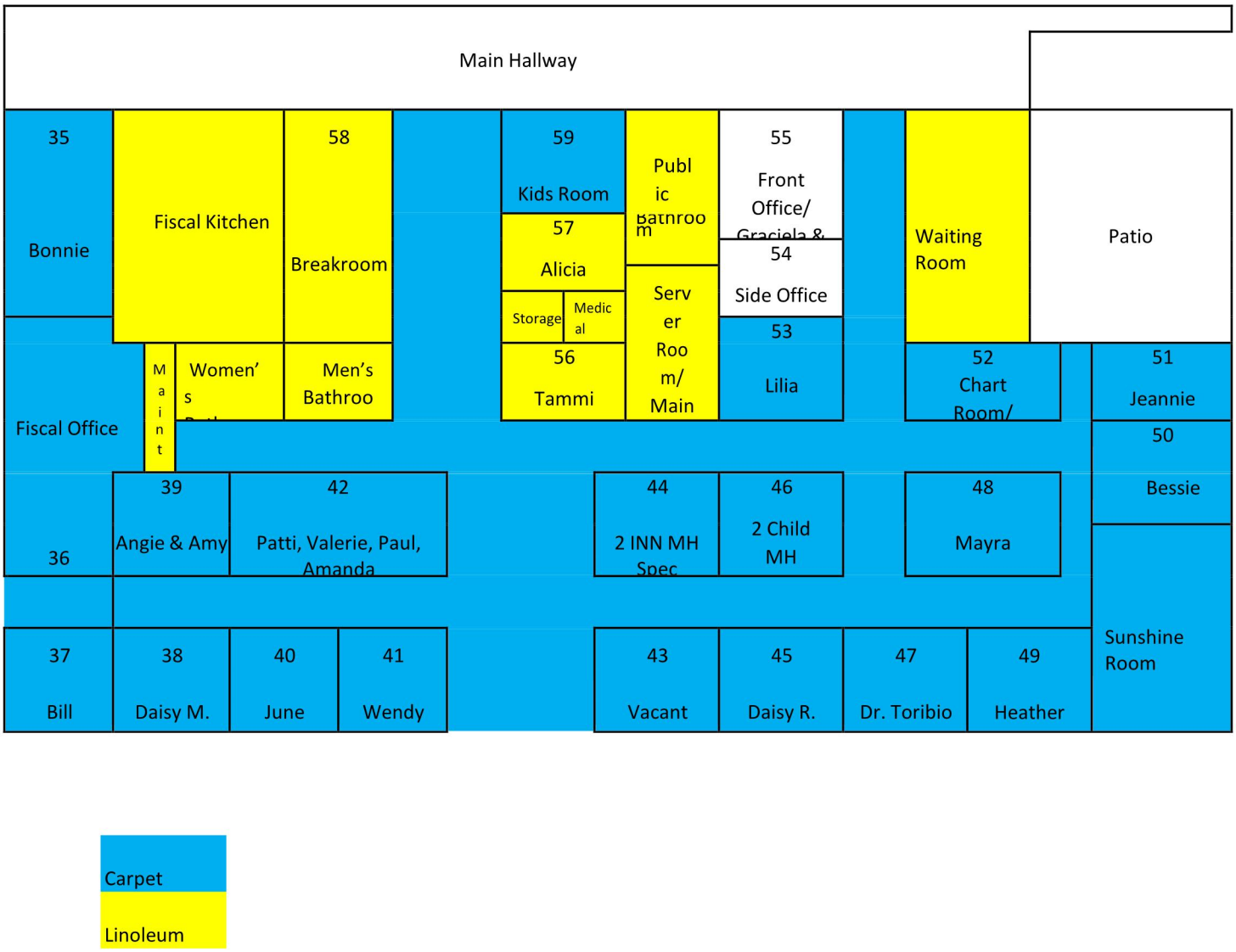


Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

ATTACHMENT A

C22-_____

Side B



Attachment: G&S Carpet Mills Inc-Flooring Contract-BH (8382 : Approve contract with G&S Carpet Mills, Inc)

ATTACHMENT B

BID WORKSHEET

NAME G&S Carpet Mills, Inc.

ADDRESS 3205 Pomona Blvd.

CITY Pomona STATE CA ZIP CODE 91768 PHONE (909) 468-5600

DIR #: 1000003623 Contractor License # 712947 (C15) Exp: 09/30/2023

Remove and Replace Flooring at the Colusa County Behavioral Health Bldg.

ITEM	PRODUCT	PRICE
1	CARPETING	$ 32,627.65
2	LINOLEUM	$ 7,564.81 Sheet viny $ 8,006.79 LVT
3	LABOR:	$ 106,010.65
4	Other Costs (Describe): Flooring accessory supplies	$ 18,660.64
	Sales Tax	$ 4,553.00
	GRAND TOTAL	$ 177,423.54

Dollar figure shall include all appropriate costs, including **prevailing wage** labor costs, all material and equipment costs, permits, freight, etc.

VENDOR

Ali Gorginfar

Signature

Ali Gorginfar

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 23 day of March, 2022.

Attachment: Attachment B-Bid Worksheet (8382 : Approve contract with G&S Carpet Mills, Inc)

COUNTY OF COLUSA, CA 2.12

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Wendy Tyler

SUBJECT: Request for Bids for Renovation of Cypress House Adult Residential Facility in Williams

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

Detailed Description/Background of request

In September 2021 the County purchase the property at 282 10th Street in Williams, which had been operating as Love's Guest Home for many years. The intention is to have this property become an adult residential facility called Cypress House and operated by an independent third party under contract with the County.

The property consists of 6 bedrooms and 2 bathrooms on the consumer side, a common living area, kitchen and dining area, as well as an office space. Additionally there is a 2 bedroom house, 2 bath house that can function as a manager's quarters, or additional respite type housing for clients of Behavioral Health.

There are significant updates to be made to the facility, including ensuring all bathrooms are ADA compliant with new fixtures, repainting, reflooring, installing new water heaters and a generator for backup power. The secondary dwelling requires bathroom conversions to ADA, repainting, reflooring, new kitchen cabinets and appliances. In both areas there will be new lighting, electrical receptacles and plumbing.

Prior Board Action

The Board approved the purchase of the property in June 2021.

Fiscal Impact/Funding Source

The Department has budgeted a significant amount of funds for this renovation. The actual fiscal impact is unknown at this time.

Action for the Clerk

Publish Notice to bidders 5/19 and 5/26. Upload RFB to site, and whatever else you normally do.

ATTACHMENTS:

- Notice to Bidders Cypress House (DOCX)
- RFB - Residential Care Facility Renovations revised dusty (DOC)
- RFB DRAWINGS (PDF)
- BID WORKSHEET (DOCX)
- Contract (DOCX)
- Property Inspection Report (PDF)

PIONEER REVIEW: Please publish on Thursday, May 19 and Thursday May 26, 2022
POSTED COURTHOUSE: Thursday May 12, 2022

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids from licensed contractors for the renovations at Colusa County Cypress House (Adult Residential Facility), located at 282 10th Street, Williams, CA, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). There is a **mandatory** pre-bid walkthrough scheduled at the site on June 2, 2022 at 9:00 a.m. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:00 p.m. on June 23, 2022.

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: May 10, 2022

_____
Patricia Rodriguez, Deputy

Attachment: Notice to Bidders Cypress House (8384 : RFB for Renovation of Cypress House in Williams)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
RENOVATION OF CYPRESS HOUSE
AT 282 10TH STREET WILLIAMS, CA

COUNTY OF COLUSA

_____
Jose Merced Corona, Board Chair

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

By_____
Patricia Rodriguez, Deputy

Mandatory Walk-Thru: June 2, 2022 @ 9:00 a.m.

Due Date: June 23, 2022 @ 2:00 p.m.

Contract Award: August 2, 2022

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the renovations at Colusa County Cypress House (Adult Residential Facility) as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

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: Renovations at the Adult Residential Facility located at 282 10th Street in Williams, CA, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

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

   B. Conditional Bids shall not be considered

6. Time of Completion: The work is to be completed within one hundred twenty (120)

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

calendar days measured from the date of full execution of the County Contract. County shall consider time extensions should supply chain issues be deemed a significant interruption to the project.

7. Time and Place of Submission of Bids:

A. Time: Three (3) bids shall be submitted on or before June 23, 2022 no later than 2:00 p.m. at which time they will be opened and read aloud by the County.

B. Place: All Bids shall be delivered to:
Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932.

C. Please include three (3) copies of bid document in a sealed envelope clearly marked: **"Cypress House Renovations"**

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

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

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

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

G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. June 6, 2022:

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

Any addenda issued shall be included in the bid proposal.

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

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

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

accepted.

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

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

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

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

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

O. Detailed schematic drawings must be submitted with bid response.

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

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

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

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

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

10. Form of Bid: Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or on the Colusa County website www.countyofcolusa.org/bids.

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

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

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

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

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

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

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

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

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

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

18. County has attached an inspection report of the property for reference in determining extent of renovations required.

19. Point of Sale is Colusa, CA.

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

PROJECT SPECIFICATIONS

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

Respondent will be responsible for conducting the renovation at the Colusa County Cypress House (Adult Residential Facility) located at 282 10th Street, Williams, CA 95987. Respondent may perform the renovations themselves or sub-contract the work and manage the sub-contractors.

The renovations include the following:

Exterior

- All lighting to be replaced with LED fixtures.
- Repair/replacement of siding and/or trim where damaged, deteriorated or missing.
- Prep and paint exterior using Benjamin Moore super spec paint or equivalent (min 2 coats with one coat of primer). There will be a main house color and one trim color, to be selected by County Maintenance.
- Replace gutters throughout with seamless aluminum gutters and 6 inch downspouts (total of 420 ft.), and install gutter guard to reduce debris.
- Purchase and install Generac or equivalent brand generator in north yard with a zombie box. Generator to be sized for a 200 amp service and will hook to natural gas.

Mechanical

- Inspect all exhaust ducting end caps for function and replace and or repair where is needed (this to include all ac ducting in the attic and all venting for any fans)
- Remove and replace 1 outdated Zinsco service panel with new 125 amp max service panel Square D or equivalent
- Remove and replace all receptacles in the building with new outlets and GFCI outlets where required per code.
- Remove and replace all wall switches to follow existing electrical code.
- All recessed lighting to be retrofitted to LED.

Plumbing

- Remove and replace all angle stops and water feed lines to all fixtures including the kitchen area and laundry rooms.
- Remove two existing hot water heaters and replace with two 50 gallon AO Smith or equivalent, natural gas water heaters, including new supply valves.
- Purchase and install water softener system sized for 13 occupants and ensure water meets standard acceptable levels of softness needed for the water heater and other water driven appliances to operate properly.
- Snake all drain lines to ensure adequate drainage.

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

Flooring

- Remove and dispose of all flooring (approx. 2980 sq feet) and baseboard throughout building and replace with commercial grade vinyl laminate flooring, 5mm with wear layer of 12 or higher, and new baseboard. Flooring color to be determined by County Maintenance.

General

- Inspect windows for proper function and repair as necessary. If condensation is visible inside a window it shall be replaced.
- Check and repair cosmetic blemishes on all interior doors and paint. Doors must open and latch close for proper function.
- Repair interior walls as needed and repaint interior of facility with min 2 coats of Benjamin Moore interior super spec or equiv. in a semi-gloss sheen. Paint colors to be selected by County Maintenance.
- Remove intercom system from entire building. Making sure all old connections to any components staying at the premises are safely terminated and all holes in the walls or ceiling are patched, textured and painted.
- Purchase and install exhaust fans in all restrooms.
- Remove and install new shower enclosures in all bathrooms.
- Install 5 new ADA Compliant toilets in restrooms per OSHA standards. ADA height 17-19".
- Update all ceiling mounted lights with LED fixtures. .
- Patch in 3 areas on back porch area where windows were removed with stucco to match and paint.
- All bathrooms to have grab bars installed by toilets.

Observations found room by room but not limited to:

Bathroom 1 (On the left in the hallway) Needs full gut and replace with ADA compliant bathroom including, but not limited to:

- Replace flooring with commercial grade slip resistant flooring.
- Remove and replace shower enclosure with ADA compliant enclosure.
- Install low flow showerheads (2 g.p.m per California regulation).
- Replace exhaust fan with 80 – 100 cfm fan.

Bathroom 2 (On the right in the hallway) Needs full gut and replace with ADA compliant bathroom including, but not limited to:

- Replace flooring with commercial grade slip resistant flooring.
- Remove and replace shower enclosure with ADA compliant enclosure
- Install low flow showerheads. (2 g.p.m per California regulation)
- Replace exhaust fan with 80 – 100 cfm fan.

Kitchen

- Clean and re-caulk areas between counters and walls with mold resistant type caulking.

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

Living room -19' x 18'

- Purchase and install laminate flooring

Hallway- 6'x62'

- Purchase and install laminate flooring.
- Replace pull down stairs for attic access with like

Bedroom 1 (On the left at the end of the hallway)- room:12' x 12' closet: 3' x 6'

- Purchase and install laminate flooring.

Bedroom 2 (On the right at the end of the hallway)-room:12' x 12' closet: 3' x 6'

- Purchase and install laminate flooring.
- Remove ceiling fan and replace with flush mount light fixture.

Bedroom 3 (On the left east of bedroom 1) –room:12' x 12' closet: 3' x 6'

- Purchase and install laminate flooring.

Bedroom 4 (On the right east of bedroom 2) –room:12' x 12' closet: 3' x 6'

- Purchase and install laminate flooring.

Bedroom 5 (On the left east of bathroom 1) –room:12' x 12' closet: 3' x 6'

- Purchase and install laminate flooring.

Bedroom 6 (On right east of bedroom 2-Intake office) room:12' x 12' closet: 3' x 6' (has a half-bath)

- Purchase and install laminate flooring.
- Toilet needs to be replaced with ADA compliant toilet.

Entrance Office (has a ¾ bath) – room: 9.33’ x 24’ (See Attachment 1)

- Bathroom needs to be gutted and replaced to be ADA compliant. This will necessitate modifying two walls to accommodate ADA shower.
- Purchase and Install laminate flooring.
- Replace front entrance door with a fire rated exterior fiber glass door.
- Install 30” 6 panel interior bathroom door (currently no door)
- Remove ceiling fan in entrance office and replace with flush mount light fixture.

Common Area between the 2 residences:

- Remove all old track lighting and install 4 recessed LED lights spaced equally in room
- Remove old hair washing station and cap off water feed lines and drain in wall and install a paintable panel to cover this area.

Attic

- 2 junction boxes require wire repair and coverings
- All exposed wiring splices and wire connections need to be contained in covered junction boxes properly sized for the wires that they will contain.
- Rewire attic fan to junction box.

- Add blown in insulation in the areas where insulation is missing to give the proper R factor of 25 or greater
- Assess all attic vent screens and repair/replace the ones missing and or re secure.

Back porch

- Construct metal hand rails at back sliding door to the porch.

Backyard

- Replace one section of plywood (2' by 30") on the NW corner of the utility room roof, match existing shingles and repair rafter tail.
- Construct a solid 6' redwood fence between the backyard and the north side yard. No gate from house to side fence. 6'H x23'L.
- Remove existing 10'x8' metal shed and replace with a 10' x 8' wood storage shed on existing concrete pad.
- Replace outdoor seating area awning 18'Wx20'L structure with opaque corrugated plastic roofing
- Remove outdoor carpet (18' x 22') and refinish concrete slab to non-slip surface.

Front Yard – Main Entrance

- 8'x22' pergola needs to have lattice replaced with painted redwood.

South Side Yard – Adult Residential living room entrance

- 12'x20' pergola needs to have lattice replaced with painted redwood.
- Remove outdoor carpet and refinish concrete slab to non-slip surface.

North Side Yard

- Remove side porch and replace with redwood stairs and hand railings
- Install four inch thick 8'x8' cement slab – 9'off the house, approximately 6' off the fence, 14' west of the NE corner of Adult Residential Facility (See Attachment 2).

Respite House

- Remove intercom system from entire building.

Kitchen

- Purchase and install paint grade shaker style upper and lower cabinets as follows (See Attachment 3):
  - 128 1/2" long cabinet with 32" wide stainless steel double sink with Delta or equivalent faucet with Insinkerator or equivalent garbage disposal.
  - 1-wall cabinet 24" W x24"H
  - 1-wall cabinet 36" W x24"H
  - Small cabinet with counter by stove (size tbd after stove size confirmed)
- Cabinets to be painted in white semi-gloss Benjamin Moore Super spec or equivalent.
- Purchase and install formica countertop with 4" backsplash. Countertop color to be approved by County Maintenance
- All hardware to be brushed nickel finish to match existing door hardware
- Install 2 recessed LED lights spaced equally to provide adequate lighting.
- Install 1 recessed LED light over window with independent switch from other

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

lighting.

- Purchase and install natural gas stove (36" w 26" d 30"h) with over the stove 1200-watt microwave with built-in vent, Fridgidaire or equivalent
- Purchase and install a 36" w x 6' tall double door refrigerator/freezer Fridgidaire or equivalent. (Appliances must be approved by Building Maintenance Supervisor).

Main Bathroom

- Make ADA compliant by opening up wall to entrance hallway closet and remove closet. Remove hallway door and close off, sheetrock, tape and texture (See Attachments 4.1-4.3).
- Remove existing flooring and install non-slip vinyl laminate flooring as referenced above
- New fixtures to be installed to ADA standards (30 ½" x 33" finished)
- Purchase and install exhaust fan with 80 – 100 cfm fan

2nd Bathroom

- Remove existing shower and replace with shower enclosure, update vanity and sink

Hallway

- Remove hall light and install 2 recessed LED lights spaced equally in hallway

County Responsibilities:

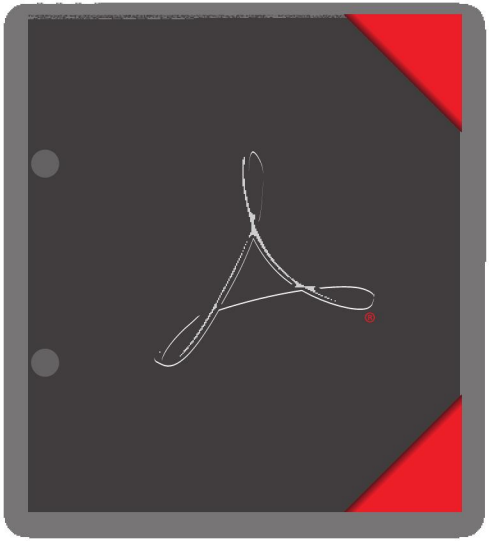
- County shall remove all furniture and patio furnishing to storage.

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)

SUB-CONTRACTOR'S LIST

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

Attachment: RFB - Residential Care Facility Renovations revised dusty [Revision 1] (8384 : RFB for Renovation of Cypress House in Williams)



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Attachment: RFB DRAWINGS (8384 : RFB for

BID WORKSHEET
CYPRESS HOUSE RENOVATIONS

You may attach additional sheets due to volume of information required. Please reference item number when providing detail, however you must include total pricing on worksheet provided.

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PROJECT COMPONENT INCLUDING SUPPLIES AND LABOR	PRICE
1	General Construction	
2	General Electrical	
3	General Plumbing	
4	Painting (if utilizing equivalent please disclose manufacturer)	
5	Flooring (if utilizing equivalent please disclose manufacturer)	
6	ADA compliant Bathrooms (including fixtures and fans) (if utilizing equivalent please disclose manufacturer)	
7	Lighting (if utilizing equivalent please disclose manufacturer)	
8	Kitchen cabinets and countertops	
9	Kitchen appliances(if utilizing equivalent please disclose manufacturer)	
10	Water heaters and water softener (if utilizing equivalent please disclose manufacturer)	
11	Fencing	
12	Concrete pad	
13	Generator (if utilizing equivalent, please disclose manufacturer)	

Attachment: BID WORKSHEET [Revision 2] (8384 : RFB for Renovation of Cypress House in Williams)

14	Rain gutters	
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	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_____, 2020.

Attachment: BID WORKSHEET [Revision 2] (8384 : RFB for Renovation of Cypress House in Williams)

C____-_____

Cypress House Renovation Project

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and insert name of other party ("Contractor"), an insert who they are (e.g. independent contractor, attorney, California Corporation, California Limited Liability Corporation, California Limited Liability Partnership, etc…). This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services renovate the improvements located at 282 10th Street, Williams, 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 upon full execution of this contract, and shall continue until all requested services are completed, but no later than 120 days from execution.

3. **Compensation:** County will pay Contractor compensation not to exceed insert the contracted amount, 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:** Upon full execution of contract Contractor shall invoice County for 45% of the total bid. Said sum to be paid within 15 days. The remaining amount due shall be paid in 5 equal monthly installments. At the end of each month, Contractor shall provide County with an invoice for the installment. 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.

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Attachment: Contract (8384 : RFB for Renovation of Cypress House in Williams)

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

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Attachment: Contract (8384 : RFB for Renovation of Cypress House in Williams)

venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

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Attachment: Contract (8384 : RFB for Renovation of Cypress House in Williams)

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

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

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

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

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

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

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

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

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

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

12. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San

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Attachment: Contract (8384 : RFB for Renovation of Cypress House in Williams)

Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

14. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

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

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

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

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

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

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

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Attachment: Contract (8384 : RFB for Renovation of Cypress House in Williams)

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

If to County:	Insert the name and address of your department here with the main and facsimile telephone numbers. Be sure to include the contact person.
If to Contractor:	Insert the name, address and telephone number of the other party here.

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

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

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

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

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

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

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

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

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Attachment: Contract (8384 : RFB for Renovation of Cypress House in Williams)

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

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

    A. Attachment "A" Scope of Work

COUNTY OF COLUSA

_____Date:_____

J. Merced Corona, Board Chair

CONTRACTOR

_____Date:_____

Signature

_____

Printed Name and Title

APPROVED AS TO FORM

_____

Richard Stout, County Counsel

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

By

_____

Ann Nordyke, Deputy

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Attachment: Contract (8384 : RFB for Renovation of Cypress House in Williams)

http://www.twinspections.net
(530) 315-8409
1413 Yolanda Dr
Yuba City CA 95993
Inspector: Twinspections Home Inspections
Certified Home Inspectors

Property Inspection Report

Client(s): County of Colusa
Property address: 282 10th St
Williams CA 95987
Inspection date: Monday, August 9, 2021

This report published on Tuesday, August 10, 2021 7:07:11 PM PDT

Dear Client,

Thank you for choosing Twinspections to perform your home inspection. The goal of this inspection and report is to put you in a better position to make an informed real estate decision. This report is a general guide and provides you with some objective information to help you make your own evaluation of the overall condition of the home and is not intended to reflect the value of the property, or to make any representation as to the advisability of purchase.

Bear in mind that not all improvements will be identified during this inspection, as some areas of the home are not visible or beyond the scope of the inspection.
The inspector does not destructively prod, poke or probe any areas of the home.
The inspector does not remove wall paneling, lift flooring, or take apart any specific system.
This is strictly a visual inspection. Unexpected repairs should still be anticipated.
This inspection is not a guarantee or warranty of any kind.

The report is effectively a snapshot of the house, recording the conditions on a given date and time. Home inspectors cannot predict future behavior, and as such, we cannot be responsible for things that occur after

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

the inspection. If conditions change, we are available to revisit the property and update our report.

The report has been prepared for your exclusive use, as our client. No use by third parties is intended, unless approved by the client (i.e. real estate agent, mortgage lenders, ect.) We will
not be responsible to any parties for the contents of the report, other than the party named in this document.

Twinspections would like to thank you for your business and to remind you that we are available throughout your home buying/selling process, please call or email if you have any questions.

How to Read this Report

This report is organized by the property's functional areas. Within each functional area, descriptive information is listed first and is shown in bold type. Items of concern follow descriptive information. Concerns are shown and sorted according to these types:

Safety	Poses a safety hazard
Repair/Replace	Recommend repairing or replacing
Repair/Maintain	Recommend repair and/or maintenance
Minor Defect	Correction likely involves only a minor expense
Maintain	Recommend ongoing maintenance
Evaluate	Recommend evaluation by a specialist
Monitor	Recommend monitoring in the future
Serviceable	Item or component is in serviceable condition
Comment	For your information

Contact your inspector If there are terms that you do not understand, or visit the glossary of construction terms at **https://www.reporthost.com /glossary.asp**

General Information

Report number: 08092021
Time started: 11:00 am
Time finished: 1:15 pm
Present during inspection: Property owner
Client present for discussion at end of inspection: No
Weather conditions during inspection: Sunny
Temperature during inspection: Warm
Type of building: Multiplex
Age of main building: 54 years
Source for main building age: Municipal records or property listing
Front of building faces: South
Main entrance faces: South
Occupied: Furniture or stored items were present

1) Structures built prior to the mid 1980s may contain lead and/or asbestos. Lead is commonly found in paint and in some plumbing components. The EPA does not recognize newer coats of paint as encapsulating older coats of lead-based paint. Asbestos is commonly found in various building materials such as insulation, siding, and/or floor and ceiling tiles. Laws were passed in 1978 to prohibit usage of lead and asbestos, but stocks of materials containing these substances remained in use for a number of years thereafter. Both lead and asbestos are known health hazards. Evaluating for the presence of lead and/or asbestos is beyond the scope of this inspection. Any mention of these materials in this report is made as a courtesy only, and meant to refer the client to a specialist. Consult with specialists as necessary, such as industrial hygienists, professional labs and/or abatement specialists for this type of evaluation. For information on lead, asbestos and other hazardous materials in homes, visit:
https://www.reporthost.com/?EPA
https://www.reporthost.com/?CPSC
https://www.reporthost.com/?CDC

2) Some areas and items at this property were obscured by furniture and stored items . This often includes but is not limited to walls, floors, windows, inside and under cabinets, under sinks, on counter tops, in closets, behind window coverings, under rugs or carpets, and under or behind furniture. Areas around the exterior, under the structure, in the garage and in the attic may also be obscured by stored items. The inspector in general does not move personal belongings, furnishings, carpets or appliances. When furnishings, stored items or debris are present, all areas or items that are obscured,

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

concealed or not readily accessible are excluded from the inspection. The client should be aware that when furnishings, stored items or debris are eventually moved, damage or problems that were not noted during the inspection may be found.

Photo 2-1

Photo 2-2

Photo 2-3

Photo 2-4

Photo 2-5

Photo 2-6

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 2-7

Photo 2-8

Photo 2-9

Photo 2-10

Grounds

Limitations: Unless specifically included in the inspection, the following items and any related equipment, controls, electric systems and/or plumbing systems are excluded from this inspection: detached buildings or structures; fences and gates; retaining walls; underground drainage systems, catch basins or concealed sump pumps; swimming pools and related safety equipment, spas, hot tubs or saunas; whether deck, balcony and/or stair membranes are watertight; trees, landscaping, properties of soil, soil stability, erosion and erosion control; ponds, water features, irrigation or yard sprinkler systems; sport courts, playground, recreation or leisure equipment; areas below the exterior structures with less than 3 feet of vertical clearance; invisible fencing; sea walls, docks and boathouses; retractable awnings. Any comments made regarding these items are as a courtesy only.

Site profile: Level
Condition of driveway: Appeared serviceable
Driveway material: Poured in place concrete
Condition of sidewalks and/or patios: Appeared serviceable
Sidewalk material: Poured in place concrete
Condition of deck, patio and/or porch covers: Appeared serviceable
Condition of decks, porches and/or balconies: Required repairs, replacement and/or evaluation (see comments below)
Deck, porch and/or balcony material: Wood
Condition of stairs, handrails and guardrails: Required repairs, replacement and/or evaluation (see comments below)
Exterior stair material: Wood

3) One or more railings at the deck were loose or wobbly. This is a safety hazard. A qualified contractor should repair as necessary.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 3-1

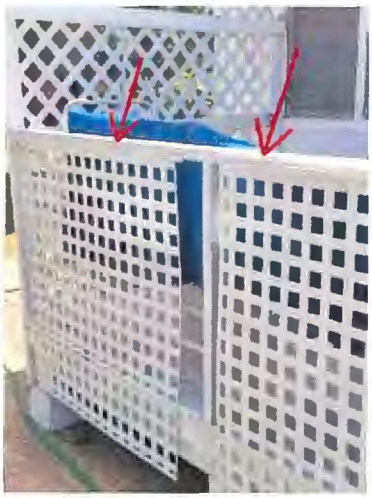

Photo 3-2

Photo 3-3

4) Flashing appeared to be missing from above one or more deck or porch ledger boards, or could not be verified. Missing flashing at this location can cause moisture to accumulate between the ledger boards and the building. Fungal rot may occur in this area and cause the ledger board fasteners to fail. The deck may separate from the building in this event. This is a potential safety hazard. Recommend that a qualified contractor install flashing above ledger boards per standard building practices. For more information, visit:
https://www.reporthost.com/?LB
https://www.reporthost.com/?SD

Photo 4-1

5) Wooden deck or porch surfaces were overdue for normal maintenance. Recommend that a qualified person clean and preserve as necessary. Where

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

decks have been coated with a finish such as opaque stains or paint, it may be too difficult to strip the finish and apply anything but paint or opaque stain. Where transparent stain or penetrating oil has been applied in the past, recommend that a penetrating oil be used. For more information, visit:
https://www.reporthost.com/?PENOIL
https://www.reporthost.com/?DKMAIN

Photo 5-1

---

6) Minor deterioration (e.g. cracks, holes, settlement, heaving) was found in the driveway, but no trip hazards were found. The client may wish to have repairs made for cosmetic reasons.

---

7) Minor deterioration (e.g. cracks, holes, settlement, heaving) was found in sidewalks or patios, but no trip hazards were found. The client may wish to have repairs made for cosmetic reasons.

Photo 7-1

Photo 7-2

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 7-3

Photo 7-4

Exterior and Foundation

Limitations: The inspector performs a visual inspection of accessible components or systems at the exterior. Items excluded from this inspection include below-grade foundation walls and footings; foundations, exterior surfaces or components obscured by vegetation, stored items or debris; wall structures obscured by coverings such as siding or trim. Some items such as siding, trim, soffits, vents and windows are often high off the ground, and may be viewed using binoculars from the ground or from a ladder. This may limit a full evaluation. Regarding foundations, some amount of cracking is normal in concrete slabs and foundation walls due to shrinkage and drying. Note that the inspector does not determine the adequacy of seismic reinforcement.

Wall inspection method: Viewed from ground
Condition of wall exterior covering: Appeared serviceable
Apparent wall structure: Wood frame
Wall covering: Wood, Stucco
Condition of foundation and footings: Appeared serviceable
Apparent foundation type: Concrete slab on grade
Foundation/stem wall material: Concrete slab on grade

8) Some sections of siding and/or trim were deteriorated and/or warped. Recommend that a qualified person repair, replace or install siding or trim as necessary.

Photo 8-1

Photo 8-2

9) Fungal rot was found at one or more fascia, gable ends and/or rafter tails. Conducive conditions for rot should be corrected (e.g. wood-soil contact, reverse perimeter slope). Recommend that a qualified person repair as necessary. All rotten wood should be replaced.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 9-1

Photo 9-2

Photo 9-3

Photo 9-4

Photo 9-5

Photo 9-6

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 9-7

Photo 9-8

Photo 9-9

10) One or more exhaust duct end caps were missing. Their purpose is to prevent unconditioned air from entering the building, and keep out birds, rodents and bugs. Blocked ducts can cause fan motors and/or clothes dryers to overheat and can pose a fire hazard. Recommend that a qualified person repair or replace caps as necessary.

Photo 10-1

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

11) One or more holes or gaps were found in siding or trim. Vermin, insects or water may enter the structure. Recommend that a qualified person repair as necessary.

Photo 11-1 Vent screen damaged

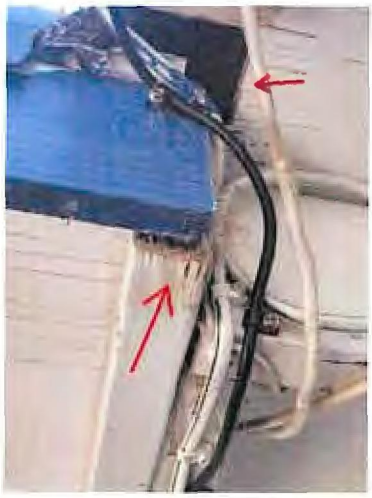

Photo 11-2

Photo 11-3

Photo 11-4

Photo 11-5

Photo 11-6 Vent screen damaged

12) Vegetation such as trees, shrubs and/or vines was in contact with or close to the building exterior. Vegetation can serve as a pathway for

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

wood-destroying insects and can retain moisture against the exterior after it rains. This is a conducive condition for wood-destroying organisms. Recommend pruning, moving or removing vegetation as necessary to maintain at least 6 inches of space between it and the building exterior. A 1-foot clearance is better.

Photo 12-1

Photo 12-2

13) The paint or stain finish in some areas was failing (e.g. peeling, faded, worn, thinning). Siding and trim with a failing finish can be damaged by moisture.Recommend that a qualified contractor prep (e.g. clean, scrape, sand, prime, caulk) and repaint or restain the building exterior where necessary and per standard building practices. Any repairs needed to the siding or trim should be made prior to this.

Roof

Limitations: The following items or areas are not included in this inspection: areas that could not be traversed or viewed clearly due to lack of access; solar roofing components. Any comments made regarding these items are made as a courtesy only. Note that the inspector does not provide an estimate of remaining life on the roof surface material, nor guarantee that leaks have not occurred in the roof surface, skylights or roof penetrations in the past. Regarding roof leaks, only active leaks, visible evidence of possible sources of leaks, and evidence of past leaks observed during the inspection are reported on as part of this inspection. The inspector does not guarantee or warrant that leaks will not occur in the future. Complete access to all roof and attic spaces during all seasons and during prolonged periods of all types of weather conditions (e.g. high wind and rain, melting snow) would be needed to do so. Regarding the roof drainage system, unless the inspection was conducted during and after prolonged periods of heavy rain, the inspector was unable to determine if gutters, downspouts and extensions performed adequately or were leak-free.

Roof inspection method: Traversed
Condition of roof surface material: Appeared serviceable
Roof surface material: Asphalt or fiberglass composition shingles
Roof type: Gable
Apparent number of layers of roof surface material: One
Condition of exposed flashings: Appeared serviceable
Condition of gutters, downspouts and extensions: Appeared serviceable

14) Debris has accumulated in one or more gutters or downspouts. Gutters can overflow and cause water to come in contact with the building exterior, or water can accumulate around the foundation. This is a conducive condition for wood-destroying organisms. Recommend cleaning gutters and downspouts now and as necessary in the future.

15) Stains were found on one or more gutters that indicate past leaks have occurred. However, the inspector was unable to verify that the gutters do or don't leak because of lack of recent rainfall. Monitor the gutters in the future while it's raining to determine if gutters leak. If they do, then recommend that a qualified person repair as necessary to prevent water from coming in contact with the building or accumulating around the building foundation.

16) Stains were found at the front of one or more gutters and indicate that the gutters have overflowed. If they have overflowed, it's usually due to debris clogging gutters or downspouts. The inspector was unable to verify that the gutters and downspouts drained adequately due to lack of recent, significant rainfall. Monitor the roof drainage system in the future while it's raining to determine if problems exist. Then if necessary, recommend that a qualified person clean, repair or replace gutters, downspouts and/or extensions.

17) Misc. Roof photos (informational)

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

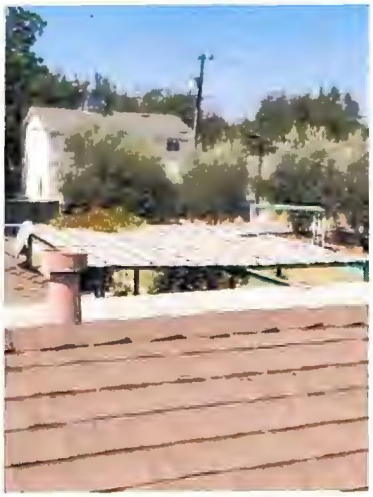

Photo 17-1

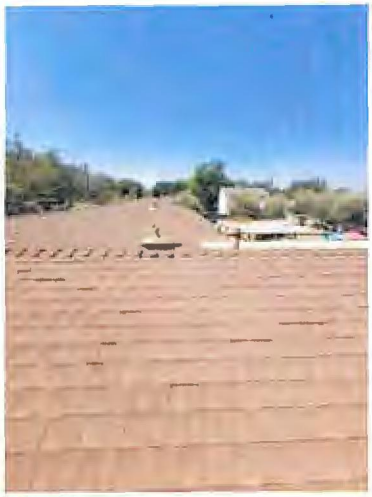

Photo 17-2

Photo 17-3

Photo 17-4

Photo 17-5

Photo 17-6

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 17-7

Photo 17-8

Photo 17-9

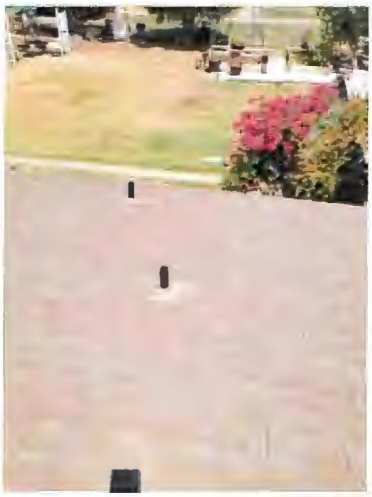

Photo 17-10

Photo 17-11

Photo 17-12

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 17-13

Photo 17-14

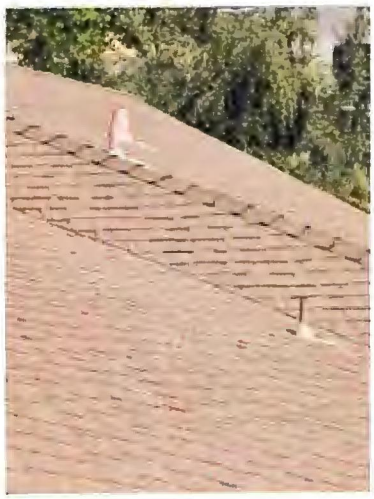

Photo 17-15

Photo 17-16

Photo 17-17

Photo 17-18

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

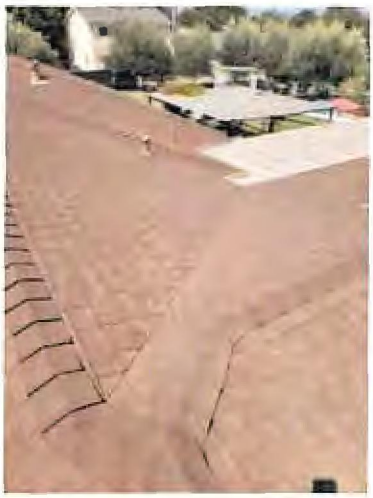

Photo 17-19

Photo 17-20

Crawl Space

Limitations: Structural components such as joists and beams, and other components such as piping, wiring and/or ducting that are obscured by under-floor insulation are excluded from this inspection. The inspector does not determine if support posts, columns, beams, joists, studs, trusses, etc. are of adequate size, spanning or spacing.

The inspector does not guarantee or warrant that water will not accumulate in the crawl spaces in the future. Complete access to all crawl space areas during all seasons and during prolonged periods of all types of weather conditions (e.g. heavy rain, melting snow) would be needed to do so.

The inspector attempts to locate all crawl space access points and areas. Access points may be obscured or otherwise hidden by furnishings or stored items. In such cases, the client should ask the property owner where all access points are that are not described in this inspection, and have those areas inspected. Note that crawl space areas should be checked at least annually for water intrusion, plumbing leaks and pest activity.

Crawl space inspection method: Not inspected, No access found
Condition of floor substructure above: Not determined (inaccessible or obscured)
Pier or support post material: Not determined (inaccessible or obscured)
Beam material: Not determined (inaccessible or obscured)
Floor structure above: Not determined (inaccessible or obscured)
Condition of insulation underneath floor above: Not determined (inaccessible or obscured)
Ventilation type: Unconditioned space, with vents

18) One or more sections of the structure appeared to have a crawl space, but no accessible hatch or door was found to access the area. This area is excluded from this inspection. Recommend a qualified contractor evaluate and install a crawl space access per standard building practices.

Attic and Roof Structure

Limitations: The following items or areas are not included in this inspection: areas that could not be traversed or viewed clearly due to lack of access; areas and components obscured by insulation. Any comments made regarding these items are made as a courtesy only. The inspector does not determine the adequacy of the attic ventilation system. Complete access to all roof and attic spaces during all seasons and during prolonged periods of all types of weather conditions (e.g. high/low temperatures, high/low humidity, high wind and rain, melting snow) would be needed to do so. The inspector is not a licensed engineer and does not determine the adequacy of roof structure components such as trusses, rafters or ceiling beams, or their spacing or sizing.

Attic inspection method: Traversed
Condition of roof structure: Appeared serviceable
Roof structure type: Rafters
Ceiling structure: Ceiling joists
Condition of insulation in attic (ceiling, skylight chase, etc.): Required repair, replacement and/or evaluation (see comments below)
Ceiling insulation material: Fiberglass loose fill
Approximate attic insulation R value (may vary in areas): Not determined (inaccessible or obscured)
Vermiculite insulation present: None visible
Vapor retarder: None visible
Condition of roof ventilation: Required repair, replacement and/or evaluation (see comments below)
Roof ventilation type: Open soffit vents, Powered attic fan

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

19) The ceiling insulation in one or more areas of the attic was compacted or uneven and/or missing. Heating and cooling costs may be higher due to reduced energy efficiency. Recommend that a qualified person repair, replace or install insulation as necessary and per standard building practices (typically R-38).

Photo 19-1

Photo 19-2

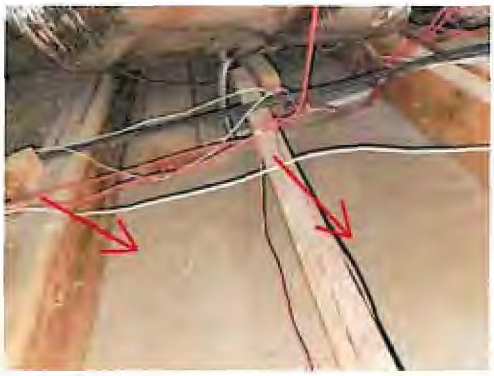

Photo 19-3

20) One or more attic or roof vent screens were missing, damaged or substandard. Recommend that a qualified person replace or repair screens as necessary to prevent birds or vermin from entering the attic.

21) Misc. Attic photos (informational)

Photo 21-1

Photo 21-2

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 21-3

Photo 21-4

Photo 21-5

Photo 21-6

Photo 21-7

Photo 21-8

Photo 21-9

Photo 21-10

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 21-11

Photo 21-12

Photo 21-13

Photo 21-14

Photo 21-15

Photo 21-16

Photo 21-17

Photo 21-18

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 21-19

Photo 21-20

Photo 21-21

Photo 21-22

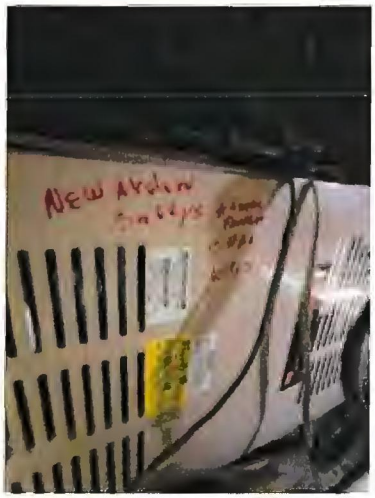

Photo 21-23

Photo 21-24

Electric

Limitations: The following items are not included in this inspection: generator systems, transfer switches, surge suppressors, inaccessible or concealed wiring; underground utilities and systems; low-voltage lighting or lighting on timers or sensors. Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of grounding or bonding, if this system has an adequate capacity for the client's specific or anticipated needs, or if this system has any reserve capacity for additions or expansion. The inspector does not operate circuit breakers as part of the inspection, and does not install or change light bulbs. The inspector does not evaluate every wall switch or receptacle, but instead tests a representative number of them per various standards of practice. When furnishings, stored items or child-protective caps are present some receptacles are usually inaccessible and are not tested; these are excluded from this inspection. Receptacles that are not of standard 110 volt configuration, including 240-volt dryer receptacles, are not tested and are excluded. The functionality of, power source for and placement of smoke and carbon monoxide alarms is not determined as part of this inspection. Upon taking occupancy, proper operating and placement of smoke and carbon monoxide alarms should be verified and batteries should be changed. These devices have a limited lifespan and should be replaced every 10 years. The inspector attempts to locate and

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

evaluate all main and sub-panels. However, panels are often concealed. If panels are found after the inspection, a qualified electrician should evaluate and repair if necessary. The inspector attempts to determine the overall electrical service size, but such estimates are not guaranteed because the overall capacity may be diminished by lesser-rated components in the system. Any repairs recommended should be made by a licensed electrician.

Electric service condition: Appeared serviceable
Primary service type: Overhead
Number of service conductors: 2
Service voltage (volts): 120-240
Estimated service amperage: 200
Primary service overload protection type: Circuit breakers
Main disconnect rating (amps): 200
Condition of main service panel: Appeared serviceable
Condition of sub-panel(s): Required repair, replacement and/or evaluation (see comments below)
Location of main service panel #A: Building exterior
Location of main service panel #B: Hallway
Location of sub-panel #C: Hallway
Location of main disconnect: At main disconnect panel outside
Condition of branch circuit wiring: Required repair, replacement and/or evaluation (see comments below)
Branch circuit wiring type: Non-metallic sheathed, Copper
Ground fault circuit interrupter (GFCI) protection present: Yes, None in some areas
Arc fault circuit interrupter (AFCI) protection present: Yes, At panel #B
Smoke alarms installed: Yes, but not tested
Carbon monoxide alarms installed: Yes, tested

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22) Panel(s) #C were manufactured by the Zinsco company. These panels and their circuit breakers have a history of problems including bus bars made from aluminum that oxidize and corrode, breakers that don't trip under normal overload conditions, and breakers that appear to be tripped when they're not. This is a potential safety hazard for shock and/or fire. Recommend that a qualified electrician carefully evaluate all Zinsco brand panels and components and make repairs as necessary. Consider replacing Zinsco panels with modern panels that offer more flexibility for new, safer protective technologies like arc fault circuit interrupters (AFCIs). For more information, visit:
https://www.reporthost.com/?ZINSCO1
https://www.reporthost.com/?ZINSCO2

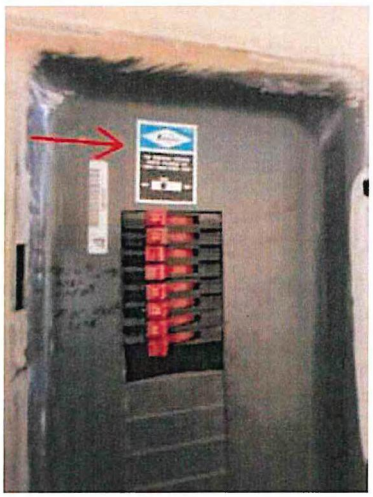

Photo 22-1

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23) One or more ground fault circuit interrupter (GFCI) receptacles (outlets) at the . This is a potential shock hazard. Recommend that a qualified electrician evaluate and repair as necessary.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 23-1

24) Wire splices were exposed and were not contained in a covered junction box in the attic. This is a potential shock or fire hazard. Recommend that a qualified electrician repair per standard building practices. For example, by installing permanently mounted junction boxes with cover plates where needed to contain wiring splices.

Photo 24-1

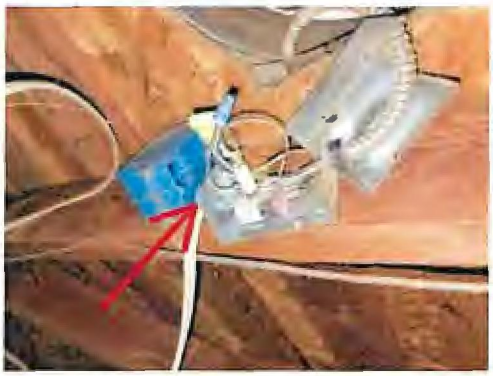

Photo 24-2

25) Appliance cord was being used for permanent wiring at an attic fan, routed into a junction box. Such wiring may not intended to be used as permanent wiring and poses a safety hazard of shock and fire. Recommend that a qualified electrician repair per standard building practices.

Photo 25-1

Photo 25-2

26) One or more receptacles (outlets) were worn and loose. Worn or loose receptacles can work intermittently or when the plug is wiggled. They can

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

overheat or arc and spark due to loose connections. This is a potential fire hazard. Recommend that a qualified electrician replace such receptacles as necessary.

Photo 26-1

Photo 26-2

Photo 26-3

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27) One or more modern, 3-slot electric receptacles (outlets) were found with an open ground. Three-slot receptacles should have a hot, a neutral and a ground wire connected. Homeowners often install new 3-slot receptacles on older, 2-wire circuits that only have hot and neutral wires. This is a shock hazard when appliances that require a ground are used with these receptacles. Examples of such appliances include computers and related hardware, refrigerators, freezers, portable air conditioners, clothes washers, aquarium pumps, and electrically operated gardening tools. Where the electric system was installed prior to when grounded circuits were required (1960s), it is permissible to replace 3-slot receptacles with 2-slot receptacles to prevent appliances that require a ground from being plugged in to an ungrounded circuit. However, the client should be aware of this limitation when planning use for various rooms, such as an office. For newer electric systems, circuits should be repaired so grounded, 3-wire cables provide power to 3-slot receptacles. Recommend that a qualified electrician repair per standard building practices.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 27-1

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28) One or more electric receptacles (outlets) had reverse-polarity wiring, where the hot and neutral wires were reversed. This is a shock hazard. Recommend that a qualified electrician repair as necessary. For more information, visit:
https://www.reporthost.com/?RPR

Photo 28-1

Photo 28-2

Photo 28-3

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

29) One or more smoke alarms were missing, damaged, or missing components. Smoke alarms should be replaced as necessary. For more information, visit:
https://www.reporthost.com/?SMKALRM

Photo 29-1

30) One or more slots where circuit breakers are normally installed were open in panel(s) #C. Energized equipment was exposed and is a shock hazard. Recommend that a qualified person install closure covers where missing.

Photo 30-1

31) Based on the age of this structure and the appearance of existing smoke alarms, the alarms may have been installed more than 10 years ago. According to National Fire Protection Association, aging smoke alarms don't operate as efficiently and often are the source for nuisance alarms. Older smoke alarms are estimated to have a 30% probability of failure within the first 10 years. Newer smoke alarms do better, but should be replaced after 10 years. Unless you know that the smoke alarms are new, replacing them when moving into a new residence is also recommended by NFPA. For more information, visit:
https://www.reporthost.com/?SMKALRMLS

Photo 31-1

Photo 31-2

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

32) Branch circuit wiring installed in buildings built prior to the mid 1980s is typically rated for a maximum temperature of only 60 degrees Celsius. This includes non-metallic sheathed (Romex) wiring, and both BX and AC metal-clad flexible wiring. Knob and tube wiring, typically installed in homes built prior to 1950, may be rated for even lower maximum temperatures. Newer electric fixtures including lighting and fans typically require wiring rated for 90 degrees Celsius. Connecting newer fixtures to older, 60-degree-rated wiring is a potential fire hazard. Repairs for such conditions may involve replacing the last few feet of wiring to newer fixtures with new 90-degree-rated wire, and installing a junction box to join the old and new wiring.

It is beyond the scope of this inspection to determine if such incompatible components are installed, or to determine the extent to which they're installed. The reason for this is most wiring is obscured in walls or under insulation. Based on the age of this building, the client should be aware of this safety hazard, both for existing fixtures and when planning to upgrade with newer fixtures. Consult with a qualified electrician for repairs as necessary.

33) Note: The functionality of, power source for and placement of smoke alarms is not determined as part of this inspection. Comments related in this report are noted as a courtesy. Smoke alarms should be installed in each bedroom, in hallways leading to bedrooms, on each level and in attached garages. They have a limited lifespan and should be replaced every 10 years. Batteries in smoke alarms should be changed when taking occupancy and annually in the future. Carbon monoxide alarms should be installed near sleeping areas and on each level in homes with a fuel-burning appliance or attached garage. For more information, visit:
https://www.reporthost.com/?SMKALRM
https://www.reporthost.com/?COALRM

34) One or more electric receptacles (outlets) appeared to have no power. Recommend asking the property owner about this. Switches may need to be operated to make some receptacles energized. If necessary, recommend that a qualified electrician evaluate and repair.

Photo 34-1

35) One or more wall switches were broken or damaged. Recommend that a qualified electrician replace wall switches as necessary.

Photo 35-1

36) One or more light fixtures were inoperable (didn't turn on when nearby switches were operated). Recommend further evaluation by replacing bulbs and/or consulting with the property owner. If replacing bulbs doesn't work and/or no other switch(es) can be found, then recommend that a qualified electrician evaluate and repair or replace light fixtures as necessary.

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Photo 36-1

Photo 36-2

37) Bulbs in one or more light fixtures were missing or broken. These light fixtures couldn't be fully evaluated. If replacement bulbs are inoperable, then recommend that a qualified electrician evaluate and repair or replace light fixtures as necessary.

Photo 37-1

Photo 37-2

38) Misc. electrical panel and disconnect photos (informational)

Photo 38-1 Main disconnect at building exterior

Photo 38-2 Green box denotes disconnect at sub-panel #B in hallway (informational)

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Plumbing / Fuel Systems

Limitations: The following items are not included in this inspection: private/shared wells and related equipment; private sewage disposal systems; hot tubs or spas; main, side and lateral sewer lines; gray water systems; pressure boosting systems; trap primers; incinerating or composting toilets; fire suppression systems; water softeners, conditioners or filtering systems; plumbing components concealed within the foundation or building structure, or in inaccessible areas such as below tubs; underground utilities and systems; overflow drains for tubs and sinks; backflow prevention devices. Any comments made regarding these items are as a courtesy only. Note that the inspector does not operate water supply or shut-off valves due to the possibility of valves leaking or breaking when operated. The inspector does not test for lead in the water supply, the water pipes or solder, does not determine if plumbing and fuel lines are adequately sized, and does not determine the existence or condition of underground or above-ground fuel tanks.

Condition of service and main line: Appeared serviceable
Water service: Public
Water pressure (psi): 61
Location of main water shut-off: Building exterior
Condition of supply lines: Required repair, replacement and/or evaluation (see comments below)
Supply pipe material: Galvanized steel, PEX plastic
Condition of drain pipes: Required repair, replacement and/or evaluation (see comments below)
Drain pipe material: Plastic, Galvanized steel
Condition of waste lines: Required repair, replacement and/or evaluation (see comments below)
Waste pipe material: Plastic
Vent pipe condition: Appeared serviceable
Vent pipe material: Plastic
Condition of fuel system: Appeared serviceable
Location of main fuel shut-off valve: At gas meter

39) Significant corrosion was found in some water supply pipes or fittings. Leaks can occur as a result. Recommend that a qualified plumber evaluate and replace components as necessary.

Photo 39-1

Photo 39-2

40) Based on visible equipment or information provided to the inspector, this property appeared to have a yard irrigation (sprinkler) system. These are specialty systems and are excluded from this inspection. Comments in this report related to this system are made as a courtesy only and are not meant to be a substitute for a full evaluation by a qualified specialist. When this system is operated, recommend verifying that water is not directed at building exteriors, or directed so water accumulates around building foundations. Sprinkler heads may need to be adjusted, replaced or disabled. Consider having a qualified plumber verify that a backflow prevention device is installed per standard building practices to prevent cross-contamination of potable water. Recommend that a qualified specialist evaluate the irrigation system for other defects (e.g. leaks, damaged or malfunctioning sprinkler heads) and repair if necessary.

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Photo 40-1

Photo 40-2

41) One or more hose bibs (outside faucets) leaked when tested. When hose bibs leak while turned off, it's often caused by a worn valve seat or a loose bonnet. When hose bibs leak while turned on, it may be due to worn "packing" around the stem or a defective backflow prevention device. Recommend that a qualified plumber repair as necessary.

Photo 41-1

42) One or more plastic PEX water supply pipes had substandard support or were loose. Leaks can occur as a result. PEX supply pipes should have approved hangers every 32-36 inches when run horizontally. Special hangers that allow movement from expansion and that won't damage the soft plastic piping should be used. Recommend that a qualified person install hangers or secure pipes per standard building practices.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 42-1

Photo 42-2

43) Based on uncapped clean-outs and information provided to the inspector by the owner, the waste lines have had a history of clogging but have since been repaired (per owner.) Monitor the waste lines over time. If on a public sewer system, the property owners are usually responsible for repairs to the side sewer and publicly owned lateral lines. Consult with the property owner regarding past repairs to these lines. Recommend that a qualified plumber inspect the waste lines using a video scope device to determine if they need repair or replacement. Note that repairs are often expensive due to the need for excavation.

Photo 43-1

44) Some or all of the water supply pipes were made of galvanized steel. Based on the age of this structure and the 40-60 year useful life of this piping, it will likely need replacing in the future. Leaks can develop, flooding and/or water damage may occur, flow can be restricted due to scale accumulating inside the piping, and water may be rusty. Note that it is beyond the scope of this inspection to determine what percentage of the piping is older, galvanized steel, as much of it is concealed in wall, floor and/or ceiling cavities. Recommend the following:

- That a qualified plumber evaluate to better understand or estimate the remaining life
- Consulting with a qualified plumber about replacement options and costs
- Budget for replacement in the future
- Monitor these pipes for leaks and decreased flow in the future
- Consider replacing old, galvanized steel piping proactively

For more information, visit:
https://www.reporthost.com/?GALVPIPE

45) A fire suppression system was installed on the premises. These are specialty systems and are excluded from this inspection. Comments in this report related to this system are made as a courtesy only and are not meant to be a substitute for a full evaluation by a qualified specialist. These systems normally require periodic inspection by a specialist to ensure correct operation. For example, checking for possible backflow contamination of the potable water system, or correct operation of valves and gauges. Recommend that a qualified specialist inspect this system in accordance with National Fire

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Prevention Association (NFPA) 25 standards.

Photo 45-1

Photo 45-2

Photo 45-3

46) ✓ ⓘ Water pressure @ 61 psi (informational)

Photo 46-1

Water Heater

Limitations: Evaluation of and determining the adequacy or completeness of the following items are not included in this inspection: water recirculation pumps; solar water heating systems; Energy Smart or energy saver controls; catch pan drains. Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of remaining life on water heaters, does not determine if water heaters are appropriately

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

sized, or perform any evaluations that require a pilot light to be lit or a shut-off valve to be operated.

Condition of water heater: Required repair, replacement and/or evaluation (see comments below), Near, at or beyond service life
Type: 2 tanks
Energy source: Natural gas
Estimated age: 1 @ 13 years/ 1 unknown (label obscured)
Capacity (in gallons): Not determined (label obscure or inaccessible)
Temperature-pressure relief valve installed: Yes
Location of water heater: Closet
Hot water temperature tested: Yes
Water temperature (degrees Fahrenheit): Varied between 113 and 118
Condition of burners: Appeared serviceable
Condition of venting system: Required repair, replacement and/or evaluation (see comments below)

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47) Insulation was blocking venting in on or more closets with a gas-fired appliance. Recommend a qualified contractor repair.

Photo 47-1

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48) The estimated useful life for most water heaters is 8-12 years. The inspector was unable to determine the age of the water heater in the pantry due to the manufacturer's label being obscured, no serial number being visible, or the serial number not clearly indicating the age. The client should be aware that this water heater may be near, at or beyond its useful life and may need replacing at any time. Recommend attempting to determine the water heater's age.

If found to be near, at or beyond its useful lifespan, recommend budgeting for a replacement in the near future, or considering replacement now before any leaks occur. The client should be aware that significant flooding can occur if the water heater does fail. If not replaced now, consider having a qualified person install a catch pan and drain or a water alarm to help prevent damage if water does leak.

Photo 48-1

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

49) The estimated useful life for most water heaters is 8-12 years. This water heater appeared to be beyond this age and/or its useful lifespan and may need replacing at any time. Recommend budgeting for a replacement in the near future, or considering replacement now before any leaks occur. The client should be aware that significant flooding can occur if the water heater fails. If not replaced now, consider having a qualified person install a catch pan and drain or a water alarm to help prevent damage if water does leak.

This is the water heater in the 2 bedroom "apartment" side of the home (owner occupied)

Photo 49-1

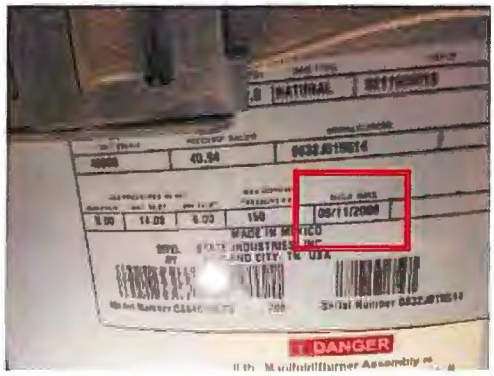

Photo 49-2

50) Misc. water heater/draft hood/plumbing photos (informational)

Photo 50-1

Photo 50-2

Photo 50-3

Photo 50-4

Heating, Ventilation and Air Condition (HVAC)

Limitations: The following items are not included in this inspection: humidifiers, dehumidifiers, electronic air filters; solar, coal or wood-fired heat systems; thermostat or temperature control accuracy and timed functions; heating components concealed within the building structure or in inaccessible areas;

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

underground utilities and systems; safety devices and controls (due to automatic operation). Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of remaining life on heating or cooling system components, does not determine if heating or cooling systems are appropriately sized, does not test coolant pressure, or perform any evaluations that require a pilot light to be lit, a shut-off valve to be operated, a circuit breaker to be turned "on" or a serviceman's or oil emergency switch to be operated. It is beyond the scope of this inspection to determine if furnace heat exchangers are intact and free of leaks. Condensation pans and drain lines may clog or leak at any time and should be monitored while in operation in the future. Where buildings contain furnishings or stored items, the inspector may not be able to verify that a heat source is present in all "liveable" rooms (e.g. bedrooms, kitchens and living/dining rooms).

General heating system type(s): 2 forced air furnaces
General heating distribution type(s): Ducts and registers
Condition of forced air heating/(cooling) system: Appeared serviceable, Required repair, replacement and/or evaluation (see comments below)
Forced air heating system fuel type: Natural gas
Estimated age of forced air furnace: Apartment at 1 year/assisted living side at 25 years
Location of forced air furnace: Closet, Attic
Condition of furnace filters: Required replacement
Location for forced air filter(s): Behind return air grill(s)
Condition of forced air ducts and registers: Required repair, replacement and/or evaluation (see comments below)
Condition of burners: Appeared serviceable
Condition of venting system: Appeared serviceable
Condition of cooling system and/or heat pump: Appeared serviceable, Required repair, replacement and/or evaluation (see comments below)
Cooling system and/or heat pump fuel type: Electric
Location: 2 @ building exterior
Type: Split system
Condition of controls: Appeared serviceable

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51) One or more ceiling fans wobbled excessively during operation. This is a potential safety hazard and may be caused by loose fasteners, blades, rod-fan body junction, the fan itself being loose, or bent, misaligned or unbalanced blades. Recommend that a qualified person repair as necessary. For more information, visit:
https://www.reporthost.com/?FANBAL

Photo 51-1

Photo 51-2

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52) The last service date of the gas forced air furnaces appeared to be more than 1 year ago, or the inspector was unable to determine the last service date. Ask the property owner when they were last serviced. If unable to determine the last service date, or if the systems were serviced more than 1 year ago, recommend that a qualified HVAC contractor inspect, clean, and service the systems, and make repairs if necessary. For safety reasons, and because this systems are fueled by ga, this servicing should be performed annually in the future. Any needed repairs noted in this report should be brought to the attention of the HVAC contractor when serviced. For more information visit:
https://www.reporthost.com/?ANFURINSP

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53) Because of the age and condition of the forced air furnace in the attic, recommend that a qualified HVAC contractor inspect the heat exchanger and low voltage wiring (scorching found on electrical board) and, at that time, perform a carbon monoxide test when it's serviced. Note that these tests are beyond the scope of a standard home inspection.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 53-1

Photo 53-2

54) One or more heating or cooling ducts were damaged and have come apart, or had significant gaps at junctions. This can result in reduced energy efficiency and increased moisture in surrounding spaces. Recommend that a qualified HVAC contractor make permanent repairs as necessary. For example, by securely supporting ducts and installing approved tape or mastic at seams.

Photo 54-1

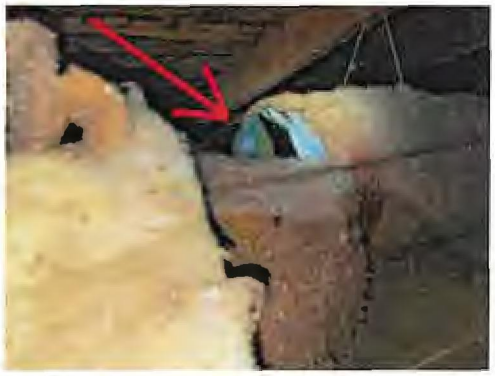

Photo 54-2

55) Recommend replacing or washing HVAC filters upon taking occupancy depending on the type of filters installed. Regardless of the type, recommend checking filters monthly in the future and replacing or washing them as necessary. How frequently they need replacing or washing depends on the type and quality of the filter, how the system is configured (e.g. always on vs. "Auto"), and on environmental factors (e.g. pets, smoking, frequency of house cleaning, number of occupants, the season).

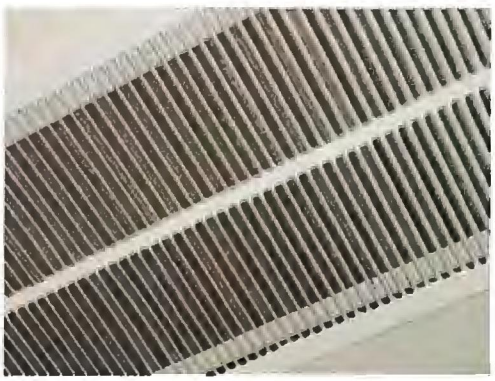

Photo 55-1

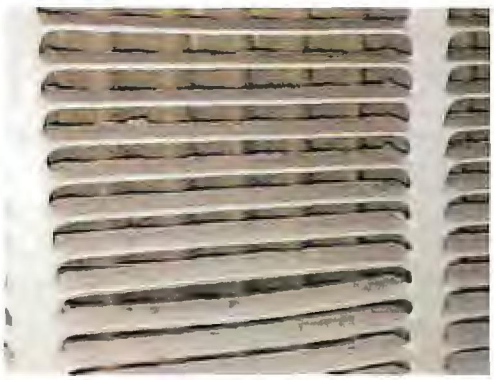

Photo 55-2

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

56) The estimated useful life for most heat pumps and air conditioning condensing units is 10-15 years. The inspector was unable to determine the age of the Lennox unit (Guardian unit at 4 years - serviceable). Be aware that the Lennox unit may be near, at, or beyond its useful life and may need replacing or significant repairs at any time. Recommend attempting to determine the age (ask property owner or service technician), and budgeting for a replacement if necessary.

Photo 56-1

Photo 56-2

57) The estimated useful life for most forced air furnaces is 15-20 years. This furnace appeared to be beyond this age and/or its useful lifespan and may need replacing or significant repairs at any time. Recommend budgeting for a replacement in the near future.

Furnace in attic above hallway

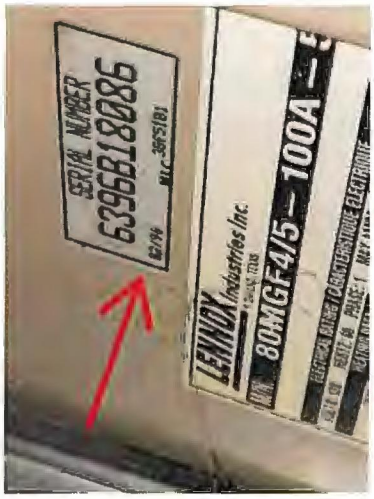

Photo 57-1

58) Misc. HVAC photos (informational)

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 58-1

Photo 58-2

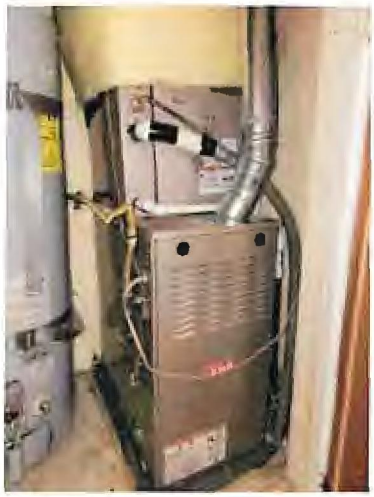

Photo 58-3

Photo 58-4

Photo 58-5

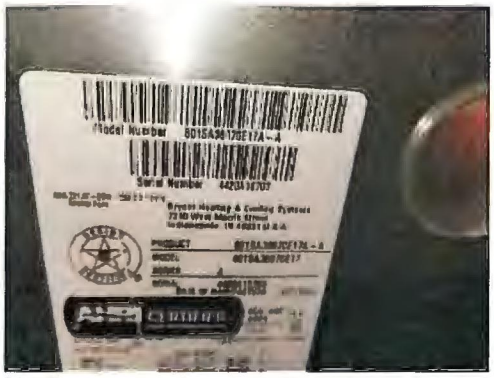

Photo 58-6

Kitchen

Limitations: The following items are not included in this inspection: household appliances such as stoves, ovens, cook tops, ranges, warming ovens, griddles, broilers, dishwashers, trash compactors, refrigerators, freezers, ice makers, hot water dispensers and water filters; appliance timers, clocks, cook functions, self and/or continuous cleaning operations, thermostat or temperature control accuracy, and lights. Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of the remaining life of appliances, and does not determine the adequacy of operation of appliances. The inspector does not note appliance manufacturers, models or serial numbers and does not determine if appliances are subject to recalls. Areas and components behind and obscured by appliances are inaccessible and excluded from this inspection.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Condition of counters: Required repair, replacement and/or evaluation (see comments below)
Condition of cabinets: Appeared serviceable
Condition of sinks and related plumbing: Appeared serviceable
Condition of under-sink food disposal: Appeared serviceable
Condition of dishwasher: Appeared serviceable
Condition of range, cooktop or oven: Appeared serviceable
Range, cooktop or oven type: Natural gas
Type of ventilation: Hood or built into microwave over range or cooktop
Condition of refrigerator: Appeared serviceable

59) Gaps, no caulk, or substandard caulking were found between countertops and backsplashes. Water may penetrate these areas and cause damage. Recommend that a qualified person repair as necessary. For example, by installing caulk.

Photo 59-1

60) One or more cabinets, drawers and/or cabinet doors had very minor damage. Although serviceable, client may wish to repair for aesthetic reasons.

61) The light in the exhaust hood was inoperable. Recommend replacing light bulb(s) or that repairs be made by a qualified person if necessary.

Photo 61-1

Bathrooms, Laundry and Sinks

Limitations: The following items are not included in this inspection: overflow drains for tubs and sinks; heated towel racks, saunas, steam generators, clothes washers, clothes dryers. Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of washing machine drain lines, washing machine catch pan drain lines, or clothes dryer exhaust ducts. The inspector does not operate water supply or shut-off valves for sinks, toilets, bidets, clothes washers, etc. due to the possibility of valves leaking or breaking when operated. The inspector does not determine if shower pans or tub and shower enclosures are water tight, or determine the completeness or operability of any gas piping to laundry appliances.

Location #A: Full bath, ADU
Location #B: 3/4 bath, Off kitchen
Location #C: Half bath, In recreation/refreshment room (1st room on right)
Location #D: Full bath, Left hall bath
Location #E: Full bath, Right hall bath

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Condition of counters: Appeared serviceable
Condition of cabinets: Appeared serviceable
Condition of sinks and related plumbing: Required repair, replacement and/or evaluation (see comments below)
Condition of toilets: Required repair, replacement and/or evaluation (see comments below)
Condition of bathtubs and related plumbing: Appeared serviceable
Condition of shower(s) and related plumbing: Required repair, replacement and/or evaluation (see comments below)
Condition of ventilation systems: Required repair, replacement and/or evaluation (see comments below)
Bathroom and laundry ventilation type: Windows
Gas supply for laundry equipment present: Yes
240 volt receptacle for laundry equipment present: None visible

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62) The shower enclosure at location(s) #B, D and E was deteriorated, damaged or substandard. Water can damage the wall structure as a result. Recommend that a qualified contractor repair or replace the surround as necessary.

Safety handles are also loose at #(s) D & E

Photo 62-1

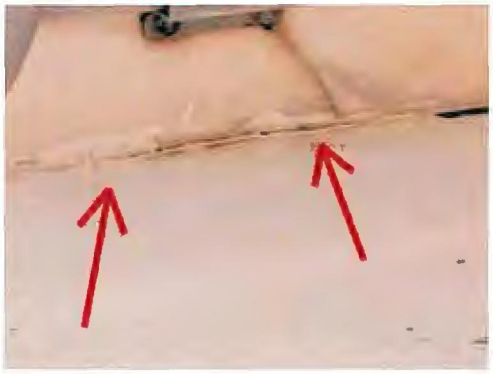

Photo 62-2

Photo 62-3

Photo 62-4

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

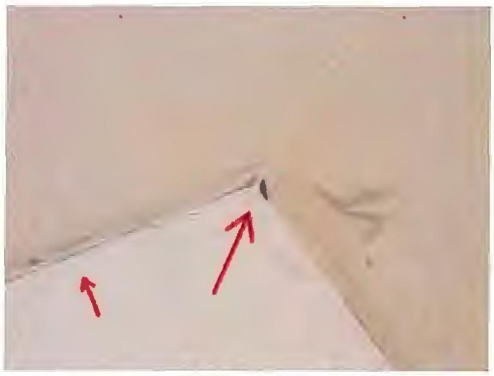

Photo 62-5

Photo 62-6

Photo 62-7

Photo 62-8

Photo 62-9

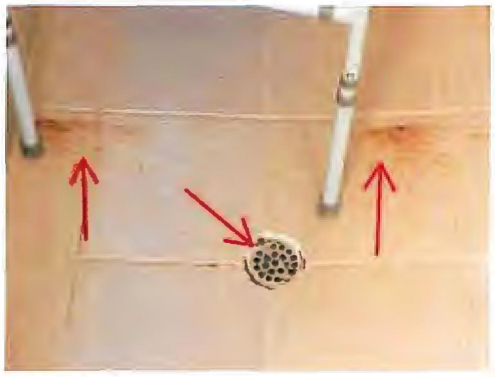

Photo 62-10

63) The toilet at location(s) #B, C and E was loose where it attached to the floor. Leaks can occur. Flooring, the sub-floor or areas below may get damaged. Sewer gases can enter living spaces. Recommend that a qualified contractor remove the toilet(s) for further evaluation and repair if necessary. A new wax ring should be installed and toilet(s) should be securely anchored to the floor to prevent movement and leaking.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 63-1

Photo 63-2

Photo 63-3

64) The sink at location(s) #B was damaged or significantly deteriorated. Recommend that a qualified contractor replace the sink.

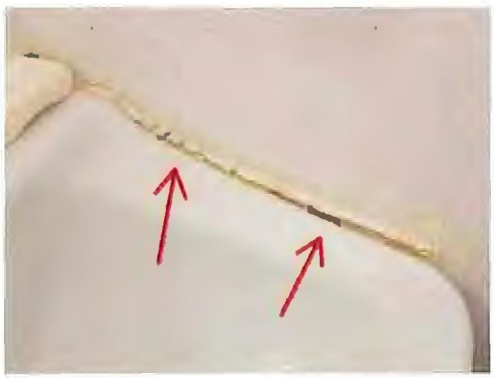

Photo 64-1

65) The bathroom with a shower or bathtub at location(s) #A, B, D and E didn't have an exhaust fan installed. Moisture can accumulate and result in mold, bacteria or fungal growth. Even if the bathroom has a window that opens, it may not provide adequate ventilation, especially during cold weather when windows are closed or when wind blows air into the bathroom. Recommend that a qualified contractor install exhaust fans per standard building practices where missing in bathrooms with showers or bathtubs.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 65-1

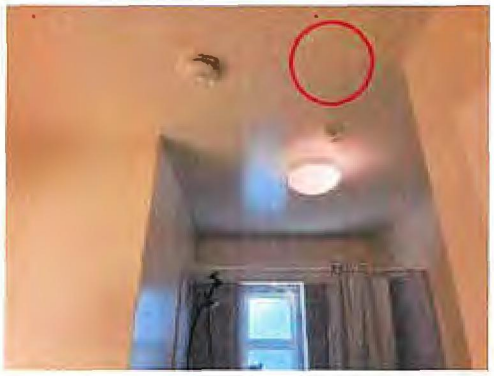

Photo 65-2

66) Tile, stone and/or grout in the flooring at location(s) #D and E was deteriorated (e.g. loose or cracked tiles, missing grout) or substandard. Water can damage the sub-floor as a result. Recommend that a qualified contractor repair as necessary.

Photo 66-1

Photo 66-2

Photo 66-3

67) The sink at location(s) #A, B, D and E drained slowly. Recommend clearing drain and/or having a qualified plumber repair if necessary.

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Photo 67-1

Photo 67-2

Photo 67-3

Photo 67-4

68) Caulk around the base of the toilet at location(s) #B, C and E was missing, substandard and/or deteriorated. Modern standards require caulk to be installed around the entire toilet base where it meets the floor for sanitary reasons. Without it, soiled water can soak into flooring and sub-floor materials if the toilet overflows. Condensation from the toilet can also soak into the flooring. Recommend that a qualified person caulk around toilet bases per standard building practices.

Photo 68-1

Photo 68-2

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 68-3

Photo 68-4

69) Recommend cleaning and sealing the grout in flooring at location(s) #D and E now and in the future as necessary to prevent staining and to improve waterproofing.

Interior, Doors and Windows

Limitations: The following items are not included in this inspection: security, intercom and sound systems; communications wiring; central vacuum systems; elevators and stair lifts; cosmetic deficiencies such as nail-pops, scuff marks, dents, dings, blemishes or issues due to normal wear and tear in wall, floor and ceiling surfaces and coverings, or in equipment; deficiencies relating to interior decorating; low voltage and gas lighting systems. Any comments made regarding these items are as a courtesy only. Note that the inspector does not evaluate any areas or items which require moving stored items, furnishings, debris, equipment, floor coverings, insulation or similar materials. The inspector does not test for asbestos, lead, radon, mold, hazardous waste, urea formaldehyde urethane, or any other toxic substance. Some items such as window, drawer, cabinet door or closet door operability are tested on a sampled basis. The client should be aware that paint may obscure wall and ceiling defects, floor coverings may obscure floor defects, and furnishings may obscure wall, floor and floor covering defects. If furnishings were present during the inspection, recommend a full evaluation of walls, floors and ceilings that were previously obscured when possible. Determining the cause and/or source of odors is not within the scope of this inspection.

Condition of exterior entry doors: Required repair, replacement and/or evaluation (see comments below)
Exterior door material: Wood, Metal
Condition of interior doors: Required repair, replacement and/or evaluation (see comments below)
Condition of windows and skylights: Required repair, replacement and/or evaluation (see comments below)
Type(s) of windows: Vinyl, Metal, Multi-pane
Condition of walls and ceilings: Required repairs, replacement and/or evaluation (see comments below)
Wall type or covering: Drywall or plaster
Ceiling type or covering: Drywall or plaster
Condition of flooring: Appeared serviceable
Flooring type or covering: Carpet, Wood or wood products, Tile, Concrete

70) One or more windows that were designed to open and close were stuck shut. Recommend that a qualified person repair windows as necessary so they open and close easily.

Border taped as well. May be concealing damage.

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Photo 70-1

71) Condensation or staining was visible between multi-pane glass in one or more . This usually indicates that the seal between the panes of glass has failed or that the desiccant material that absorbs moisture is saturated. As a result, the view through the window may be obscured, the window's R-value will be reduced, and accumulated condensation may leak into the wall structure below. Recommend that a qualified contractor evaluate and repair windows as necessary. Usually, this means replacing the glass in window frames.

Be aware that evidence of failed seals or desiccant may be more or less visible depending on the temperature, humidity, sunlight, etc. Windows or glass-paneled doors other than those that the inspector identified may also have failed seals and need glass replaced. It is beyond the scope of this inspection to identify every window with failed seals or desiccant.

Photo 71-1

72) One or more interior doors were damaged. Recommend that a qualified person replace or repair doors as necessary.

Photo 72-1

Photo 72-2

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 72-3

73) One or more walls and/or ceilings were damaged. Recommend that a qualified person repair as necessary.

Holes in ceiling appear to be from abandoned fire sprinkler system that has been replaced.

Photo 73-1

Photo 73-2

Photo 73-3

Photo 73-4

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

Photo 73-5

74) Lock mechanisms on one or more windows were missing and/or damaged. This can pose a security risk. Recommend that a qualified person repair as necessary.

Photo 74-1

Photo 74-2

75) One or more exterior doors had minor damage and/or deterioration. Although serviceable, the client may wish to repair or replace such doors for appearances' sake.

Photo 75-1

76) Screens were missing from some windows. These windows may not provide ventilation during months when insects are active.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

77) Minor cracks were found in the concrete floor at the added laundry area. These are common and are of no structural concern.

Photo 77-1

If you have any questions or concerns regarding this report, please contact us at 530-315-8409. Thank you again for choosing Twinspections for your home inspection!

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

http://www.twinspections.net
(530) 315-8409
1413 Yolanda Dr
Yuba City CA 95993
Inspector: Twinspections Home Inspections
Certified Home Inspectors

Summary

Client(s): **County of Colusa**
Property address: **282 10th St**
Williams CA 95987
Inspection date: **Monday, August 9, 2021**

This report published on Tuesday, August 10, 2021 7:07:11 PM PDT

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Concerns are shown and sorted according to these types:

Safety	Poses a safety hazard
Repair/Replace	Recommend repairing or replacing
Repair/Maintain	Recommend repair and/or maintenance
Minor Defect	Correction likely involves only a minor expense
Maintain	Recommend ongoing maintenance
Evaluate	Recommend evaluation by a specialist
Monitor	Recommend monitoring in the future
Serviceable	Item or component is in serviceable condition
Comment	For your information

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

General Information

1) Structures built prior to the mid 1980s may contain lead and/or asbestos. Lead is commonly found in paint and in some plumbing components. The EPA does not recognize newer coats of paint as encapsulating older coats of lead-based paint. Asbestos is commonly found in various building materials such as insulation, siding, and/or floor and ceiling tiles. Laws were passed in 1978 to prohibit usage of lead and asbestos, but stocks of materials containing these substances remained in use for a number of years thereafter. Both lead and asbestos are known health hazards. Evaluating for the presence of lead and/or asbestos is beyond the scope of this inspection. Any mention of these materials in this report is made as a courtesy only, and meant to refer the client to a specialist. Consult with specialists as necessary, such as industrial hygienists, professional labs and/or abatement specialists for this type of evaluation. For information on lead, asbestos and other hazardous materials in homes, visit:
https://www.reporthost.com/?EPA
https://www.reporthost.com/?CPSC
https://www.reporthost.com/?CDC

Grounds

3) One or more railings at the deck were loose or wobbly. This is a safety hazard. A qualified contractor should repair as necessary.

4) Flashing appeared to be missing from above one or more deck or porch ledger boards, or could not be verified. Missing flashing at this location can cause moisture to accumulate between the ledger boards and the building. Fungal rot may occur in this area and cause the ledger board fasteners to fail. The deck may separate from the building in this event. This is a potential safety hazard. Recommend that a qualified contractor install flashing above ledger boards per standard building practices. For more information, visit:
https://www.reporthost.com/?LB
https://www.reporthost.com/?SD

5) Wooden deck or porch surfaces were overdue for normal maintenance. Recommend that a qualified person clean and preserve as necessary. Where decks have been coated with a finish such as opaque stains or paint, it may be too difficult to strip the finish and apply anything but paint or opaque stain. Where transparent stain or penetrating oil has been applied in the past, recommend that a penetrating oil be used. For more information, visit:
https://www.reporthost.com/?PENOIL
https://www.reporthost.com/?DKMAIN

Exterior and Foundation

8) Some sections of siding and/or trim were deteriorated and/or warped. Recommend that a qualified person repair, replace or install siding or trim as necessary.

9) Fungal rot was found at one or more fascia, gable ends and/or rafter tails. Conducive conditions for rot should be corrected (e.g. wood-soil contact, reverse perimeter slope). Recommend that a qualified person repair as necessary. All rotten wood should be replaced.

10) One or more exhaust duct end caps were missing. Their purpose is to prevent unconditioned air from entering the building, and keep out birds, rodents and bugs. Blocked ducts can cause fan motors and/or clothes dryers to overheat and can pose a fire hazard. Recommend that a qualified person repair or replace caps as necessary.

11) One or more holes or gaps were found in siding or trim. Vermin, insects or water may enter the structure. Recommend that a qualified person repair as necessary.

12) Vegetation such as trees, shrubs and/or vines was in contact with or close to the building exterior. Vegetation can serve as a pathway for wood-destroying insects and can retain moisture against the exterior after it rains. This is a conducive condition for wood-destroying organisms. Recommend pruning, moving or removing vegetation as necessary to maintain at least 6 inches of space between it and the building exterior. A 1-foot clearance is better.

13) The paint or stain finish in some areas was failing (e.g. peeling, faded, worn, thinning). Siding and trim with a failing finish can be damaged by moisture.Recommend that a qualified contractor prep (e.g. clean, scrape, sand, prime, caulk) and repaint or restain the building exterior where necessary and per standard building practices. Any repairs needed to the siding or trim should be made prior to this.

Roof

14) Debris has accumulated in one or more gutters or downspouts. Gutters can overflow and cause water to come in contact with the building exterior, or water can accumulate around the foundation. This is a conducive condition for wood-destroying organisms. Recommend cleaning gutters and downspouts now and as necessary in the future.

Attic and Roof Structure

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

19) The ceiling insulation in one or more areas of the attic was compacted or uneven and/or missing. Heating and cooling costs may be higher due to reduced energy efficiency. Recommend that a qualified person repair, replace or install insulation as necessary and per standard building practices (typically R-38).

20) One or more attic or roof vent screens were missing, damaged or substandard. Recommend that a qualified person replace or repair screens as necessary to prevent birds or vermin from entering the attic.

Electric

22) Panel(s) #C were manufactured by the Zinsco company. These panels and their circuit breakers have a history of problems including bus bars made from aluminum that oxidize and corrode, breakers that don't trip under normal overload conditions, and breakers that appear to be tripped when they're not. This is a potential safety hazard for shock and/or fire. Recommend that a qualified electrician carefully evaluate all Zinsco brand panels and components and make repairs as necessary. Consider replacing Zinsco panels with modern panels that offer more flexibility for new, safer protective technologies like arc fault circuit interrupters (AFCIs). For more information, visit:
https://www.reporthost.com/?ZINSCO1
https://www.reporthost.com/?ZINSCO2

23) One or more ground fault circuit interrupter (GFCI) receptacles (outlets) at the . This is a potential shock hazard. Recommend that a qualified electrician evaluate and repair as necessary.

24) Wire splices were exposed and were not contained in a covered junction box in the attic. This is a potential shock or fire hazard. Recommend that a qualified electrician repair per standard building practices. For example, by installing permanently mounted junction boxes with cover plates where needed to contain wiring splices.

25) Appliance cord was being used for permanent wiring at an attic fan, routed into a junction box. Such wiring may not intended to be used as permanent wiring and poses a safety hazard of shock and fire. Recommend that a qualified electrician repair per standard building practices.

26) One or more receptacles (outlets) were worn and loose. Worn or loose receptacles can work intermittently or when the plug is wiggled. They can overheat or arc and spark due to loose connections. This is a potential fire hazard. Recommend that a qualified electrician replace such receptacles as necessary.

27) One or more modern, 3-slot electric receptacles (outlets) were found with an open ground. Three-slot receptacles should have a hot, a neutral and a ground wire connected. Homeowners often install new 3-slot receptacles on older, 2-wire circuits that only have hot and neutral wires. This is a shock hazard when appliances that require a ground are used with these receptacles. Examples of such appliances include computers and related hardware, refrigerators, freezers, portable air conditioners, clothes washers, aquarium pumps, and electrically operated gardening tools. Where the electric system was installed prior to when grounded circuits were required (1960s), it is permissible to replace 3-slot receptacles with 2-slot receptacles to prevent appliances that require a ground from being plugged in to an ungrounded circuit. However, the client should be aware of this limitation when planning use for various rooms, such as an office. For newer electric systems, circuits should be repaired so grounded, 3-wire cables provide power to 3-slot receptacles. Recommend that a qualified electrician repair per standard building practices.

28) One or more electric receptacles (outlets) had reverse-polarity wiring, where the hot and neutral wires were reversed. This is a shock hazard. Recommend that a qualified electrician repair as necessary. For more information, visit:
https://www.reporthost.com/?RPR

29) One or more smoke alarms were missing, damaged, or missing components. Smoke alarms should be replaced as necessary. For more information, visit:
https://www.reporthost.com/?SMKALRM

30) One or more slots where circuit breakers are normally installed were open in panel(s) #C. Energized equipment was exposed and is a shock hazard. Recommend that a qualified person install closure covers where missing.

31) Based on the age of this structure and the appearance of existing smoke alarms, the alarms may have been installed more than 10 years ago. According to National Fire Protection Association, aging smoke alarms don't operate as efficiently and often are the source for nuisance alarms. Older smoke alarms are estimated to have a 30% probability of failure within the first 10 years. Newer smoke alarms do better, but should be replaced after 10 years. Unless you know that the smoke alarms are new, replacing them when moving into a new residence is also recommended by NFPA. For more information, visit:
https://www.reporthost.com/?SMKALRMLS

32) Branch circuit wiring installed in buildings built prior to the mid 1980s is typically rated for a maximum temperature of only 60 degrees Celsius. This includes non-metallic sheathed (Romex) wiring, and both BX and AC metal-clad flexible wiring. Knob and tube wiring, typically installed in homes built prior to 1950, may be rated for even lower maximum temperatures. Newer electric fixtures including lighting and fans typically require wiring rated for 90 degrees Celsius. Connecting newer fixtures to older, 60-degree-rated wiring is a potential fire hazard. Repairs for such conditions may involve replacing the last few feet of wiring to newer fixtures with new 90-degree-rated wire, and installing a junction box to join the old and new wiring.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

It is beyond the scope of this inspection to determine if such incompatible components are installed, or to determine the extent to which they're installed. The reason for this is most wiring is obscured in walls or under insulation. Based on the age of this building, the client should be aware of this safety hazard, both for existing fixtures and when planning to upgrade with newer fixtures. Consult with a qualified electrician for repairs as necessary.

33) Note: The functionality of, power source for and placement of smoke alarms is not determined as part of this inspection. Comments related in this report are noted as a courtesy. Smoke alarms should be installed in each bedroom, in hallways leading to bedrooms, on each level and in attached garages. They have a limited lifespan and should be replaced every 10 years. Batteries in smoke alarms should be changed when taking occupancy and annually in the future. Carbon monoxide alarms should be installed near sleeping areas and on each level in homes with a fuel-burning appliance or attached garage. For more information, visit:
https://www.reporthost.com/?SMKALRM
https://www.reporthost.com/?COALRM

34) One or more electric receptacles (outlets) appeared to have no power. Recommend asking the property owner about this. Switches may need to be operated to make some receptacles energized. If necessary, recommend that a qualified electrician evaluate and repair.

35) One or more wall switches were broken or damaged. Recommend that a qualified electrician replace wall switches as necessary.

Plumbing / Fuel Systems

39) Significant corrosion was found in some water supply pipes or fittings. Leaks can occur as a result. Recommend that a qualified plumber evaluate and replace components as necessary.

40) Based on visible equipment or information provided to the inspector, this property appeared to have a yard irrigation (sprinkler) system. These are specialty systems and are excluded from this inspection. Comments in this report related to this system are made as a courtesy only and are not meant to be a substitute for a full evaluation by a qualified specialist. When this system is operated, recommend verifying that water is not directed at building exteriors, or directed so water accumulates around building foundations. Sprinkler heads may need to be adjusted, replaced or disabled. Consider having a qualified plumber verify that a backflow prevention device is installed per standard building practices to prevent cross-contamination of potable water. Recommend that a qualified specialist evaluate the irrigation system for other defects (e.g. leaks, damaged or malfunctioning sprinkler heads) and repair if necessary.

41) One or more hose bibs (outside faucets) leaked when tested. When hose bibs leak while turned off, it's often caused by a worn valve seat or a loose bonnet. When hose bibs leak while turned on, it may be due to worn "packing" around the stem or a defective backflow prevention device. Recommend that a qualified plumber repair as necessary.

42) One or more plastic PEX water supply pipes had substandard support or were loose. Leaks can occur as a result. PEX supply pipes should have approved hangers every 32-36 inches when run horizontally. Special hangers that allow movement from expansion and that won't damage the soft plastic piping should be used. Recommend that a qualified person install hangers or secure pipes per standard building practices.

Water Heater

47) Insulation was blocking venting in on or more closets with a gas-fired appliance. Recommend a qualified contractor repair.

Heating, Ventilation and Air Condition (HVAC)

51) One or more ceiling fans wobbled excessively during operation. This is a potential safety hazard and may be caused by loose fasteners, blades, rod-fan body junction, the fan itself being loose, or bent, misaligned or unbalanced blades. Recommend that a qualified person repair as necessary. For more information, visit:
https://www.reporthost.com/?FANBAL

52) The last service date of the gas forced air furnaces appeared to be more than 1 year ago, or the inspector was unable to determine the last service date. Ask the property owner when they were last serviced. If unable to determine the last service date, or if the systems were serviced more than 1 year ago, recommend that a qualified HVAC contractor inspect, clean, and service the systems, and make repairs if necessary. For safety reasons, and because this systems are fueled by ga, this servicing should be performed annually in the future. Any needed repairs noted in this report should be brought to the attention of the HVAC contractor when serviced. For more information visit:
https://www.reporthost.com/?ANFURINSP

53) Because of the age and condition of the forced air furnace in the attic, recommend that a qualified HVAC contractor inspect the heat exchanger and low voltage wiring (scorching found on electrical board) and, at that time, perform a carbon monoxide test when it's serviced. Note that these tests are beyond the scope of a standard home inspection.

54) One or more heating or cooling ducts were damaged and have come apart, or had significant gaps at junctions. This can result in reduced energy efficiency and increased moisture in surrounding spaces. Recommend that a qualified HVAC contractor make permanent repairs as necessary. For example, by securely supporting ducts and installing approved tape or mastic at seams.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

55) Recommend replacing or washing HVAC filters upon taking occupancy depending on the type of filters installed. Regardless of the type, recommend checking filters monthly in the future and replacing or washing them as necessary. How frequently they need replacing or washing depends on the type and quality of the filter, how the system is configured (e.g. always on vs. "Auto"), and on environmental factors (e.g. pets, smoking, frequency of house cleaning, number of occupants, the season).

Kitchen

59) Gaps, no caulk, or substandard caulking were found between countertops and backsplashes. Water may penetrate these areas and cause damage. Recommend that a qualified person repair as necessary. For example, by installing caulk.

60) One or more cabinets, drawers and/or cabinet doors had very minor damage. Although serviceable, client may wish to repair for aesthetic reasons.

61) The light in the exhaust hood was inoperable. Recommend replacing light bulb(s) or that repairs be made by a qualified person if necessary.

Bathrooms, Laundry and Sinks

62) The shower enclosure at location(s) #B, D and E was deteriorated, damaged or substandard. Water can damage the wall structure as a result. Recommend that a qualified contractor repair or replace the surround as necessary.

Safety handles are also loose at #(s) D & E

63) The toilet at location(s) #B, C and E was loose where it attached to the floor. Leaks can occur. Flooring, the sub-floor or areas below may get damaged. Sewer gases can enter living spaces. Recommend that a qualified contractor remove the toilet(s) for further evaluation and repair if necessary. A new wax ring should be installed and toilet(s) should be securely anchored to the floor to prevent movement and leaking.

64) The sink at location(s) #B was damaged or significantly deteriorated. Recommend that a qualified contractor replace the sink.

65) The bathroom with a shower or bathtub at location(s) #A, B, D and E didn't have an exhaust fan installed. Moisture can accumulate and result in mold, bacteria or fungal growth. Even if the bathroom has a window that opens, it may not provide adequate ventilation, especially during cold weather when windows are closed or when wind blows air into the bathroom. Recommend that a qualified contractor install exhaust fans per standard building practices where missing in bathrooms with showers or bathtubs.

66) Tile, stone and/or grout in the flooring at location(s) #D and E was deteriorated (e.g. loose or cracked tiles, missing grout) or substandard. Water can damage the sub-floor as a result. Recommend that a qualified contractor repair as necessary.

67) The sink at location(s) #A, B, D and E drained slowly. Recommend clearing drain and/or having a qualified plumber repair if necessary.

68) Caulk around the base of the toilet at location(s) #B, C and E was missing, substandard and/or deteriorated. Modern standards require caulk to be installed around the entire toilet base where it meets the floor for sanitary reasons. Without it, soiled water can soak into flooring and sub-floor materials if the toilet overflows. Condensation from the toilet can also soak into the flooring. Recommend that a qualified person caulk around toilet bases per standard building practices.

69) Recommend cleaning and sealing the grout in flooring at location(s) #D and E now and in the future as necessary to prevent staining and to improve waterproofing.

Interior, Doors and Windows

70) One or more windows that were designed to open and close were stuck shut. Recommend that a qualified person repair windows as necessary so they open and close easily.

Border taped as well. May be concealing damage.

71) Condensation or staining was visible between multi-pane glass in one or more . This usually indicates that the seal between the panes of glass has failed or that the desiccant material that absorbs moisture is saturated. As a result, the view through the window may be obscured, the window's R-value will be reduced, and accumulated condensation may leak into the wall structure below. Recommend that a qualified contractor evaluate and repair windows as necessary. Usually, this means replacing the glass in window frames.

Be aware that evidence of failed seals or desiccant may be more or less visible depending on the temperature, humidity, sunlight, etc. Windows or glass-paneled doors other than those that the inspector identified may also have failed seals and need glass replaced. It is beyond the scope of this inspection to identify every window with failed seals or desiccant.

72) One or more interior doors were damaged. Recommend that a qualified person replace or repair doors as necessary.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

73) One or more walls and/or ceilings were damaged. Recommend that a qualified person repair as necessary..

Holes in ceiling appear to be from abandoned fire sprinkler system that has been replaced.

74) Lock mechanisms on one or more windows were missing and/or damaged. This can pose a security risk. Recommend that a qualified person repair as necessary.

Attachment: Property Inspection Report (8384 : RFB for Renovation of Cypress House in Williams)

COUNTY OF COLUSA, CA

2.13

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Appointment to the Princeton Water Works District

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

Detailed Description/Background of request

Mr. James has submitted an application to be appointed to the Princeton Water Works District and if appointed, will serve a 4-year term effective May 10, 2022 through May 9, 2026. There is currently one vacancy and one applicant.

It's been confirmed that Mr. James meets the qualifications stated within the formation documents stating members must reside or maintain a business within the District boundaries. Additionally, this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 30, 2021.

Prior Board Action

None.

Action for the Clerk

Send notice of appointment and oath of office to Kevin James, PO Box 223, Princeton, CA 95970 and to the District office, Attn: Andrea Roach, PO Box 224, Princeton CA 95970. Update Access database.

ATTACHMENTS:

- 04-13-22 Application to Fill a Vacancy - James (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

RECEIVED
Office Use Only
Date Stamp
APR 13 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
PRINCETON WATER DIST.

NAME OF APPLICANT:
KEVIN JAMES

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
443 MAIN ST.
P.O. BOX 223

CITY:
PRINCETON

PHONE:
805/338-0934

E-MAIL:
KJ56M1@YAHOO.COM

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

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ **Notes:**

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

I RETIRED FROM LAW ENFORCEMENT AFTER SERVING THE PUBLIC FOR 31 YEARS. NOW I AM SEMI-RETIRED AND HAVE TIME TO HELP OUT THE COMMUNITY I LIVE IN. I HAVE ALWAYS WORKED WELL WITH OTHERS AND TRY TO REMAIN OBJECTIVE ON ALL MATTERS THAT CONCERN THE PUBLIC.

THANKS FOR YOUR CONSIDERATION

J

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

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

Attachment: 04-13-22 Application to Fill a Vacancy - James (8350 : Appointment to the Princeton Water Works District)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Agreement with the California Crop Improvement Association for Seed Certification Services

Approve annual agreement with **California Crop Improvement Association,** for services related to seed certification, effective July 1, 2022 and authorize the Agricultural Commissioner to sign on behalf of the County.

Detailed Description/Background of request

This is an annual contract between Colusa County and the California Crop Improvement Association. The contract allows for the County to provide services related to seed certification in Colusa County. Services include, but not limited to, supervising the harvesting, cleaning and packaging of seed eligible for certification; examine, sample and test such seeds, process inter-county permits and other services as deemed necessary to maintain the identity and quality of certified seed. This agreement is for the fiscal year 2022/23 in the amount of $6,006.00.

Prior Board Action

Approval of previous years' contracts.

Fiscal Impact/Funding Source

This is a budgeted item and the department will receive funds, not to exceed $6,006.00 for services performed.

Action for the Clerk

Obtain signatures and mail to:

California Crop Improvement Association
Parsons Seed Certification Center
University of California
One Shields Avenue
Davis, CA 95616-8541.

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

ATTACHMENTS:

- 22 23 CCIA (PDF)

AGREEMENT BETWEEN
CALIFORNIA CROP IMPROVEMENT ASSOCIATION
and
AGRICULTURAL COMMISSIONER, COLUSA COUNTY

THIS AGREEMENT shall be effective the first day of July 1, 2022, by and between the CALIFORNIA CROP IMPROVEMENT ASSOCIATION (hereinafter "CCIA"), and the County of COLUSA as executed by the Agricultural Commissioner (hereinafter "the Commissioner").

RECITALS

WHEREAS, CCIA is designated as the Recognized Agency to certify seed pursuant to Section 3875 of Title 3 of the California Code of Regulations, and is empowered to adopt rules and regulations for such certification.

WHEREAS, pursuant to authority in the Food and Agricultural Code Section 52421, the Commissioner is authorized to do all of the following: a) cooperate with seed-certifying agencies which are officially recognized under the provisions of this chapter; b) supervise the harvesting, cleaning, and packaging of any seed which is eligible for certification, and the affixing of labels and seals to it; c) examine, sample, and test such seeds; and d) perform such other services as may be necessary to maintain the identity and quality of certified seed.

WHEREAS, CCIA desires to retain the Commissioner as an independent contractor for the purpose of providing services related to seed certification, and the Commissioner desires to provide such services to CCIA on such basis pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Responsibilities of the Commissioner. The Commissioner shall provide the services described in **Attachment A** to this Agreement, attached hereto and incorporated herein by this reference.

2. Responsibilities of CCIA. CCIA shall be responsible for providing the Commissioner such information and documentation as may be necessary for the Commissioner to provide the services required by this Agreement.

3. Compensation. Upon execution of this Agreement by the Commissioner, CCIA shall pay the Commissioner half the estimated annual payment not to exceed $3,003.00 after July 1, 2022 and within 30 days of receipt of the signed agreement from the Commissioner.

On or before February 1, 2023, the Commissioner shall invoice CCIA for the remaining amount not to exceed $3,003.00 and CCIA shall pay said amount no later than March 30, 2023 and within 30 days of receipt of the invoice from the Commissioner.

In no event shall the total amounts paid to the Commissioner by CCIA exceed $6,006.00 during the term of this Agreement.

4. Term/Termination. The term of this agreement shall be for the period commencing July 1, 2022, and terminating June 30, 2023.

CCIA may terminate this Agreement for good cause upon 10 days advance notice to the Commissioner. Provided however, that if the good cause for termination is one that can be cured, the Commissioner shall have 10 days from receipt of the notice in which to cure. If the breach is cured within the 10-day period, the Agreement shall continue as if there had been no breach. If the Commissioner fails to cure, then the Agreement shall terminate at the end of the 10-day period. If the good cause for termination is one that *cannot* be cured, the Agreement shall terminate immediately upon receipt of the notice of termination by the Commissioner.

5. Use of CCIA Name and Logo. CCIA hereby grants to the Commissioner a non-exclusive revocable license to use CCIA's name and certification logo (a copy of which is attached hereto as **Attachment B**). The logo may be

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

used as an indication of certification by the Commissioner. CCIA shall not charge for use of the logo so long as it is used only in accordance with this Agreement. All good will developed by use of the CCIA name or logo is for the benefit of CCIA. Nothing herein contained provides the Commissioner any ownership interest in the name or logo but provides the Commissioner only with the use thereof. The Commissioner hereby waives any and all possible rights, ownership or use of the CCIA name or logo other than as specifically provided in this Agreement. The Commissioner agrees not to file with the United States Patent and Trademark Office or any other state or country, an application for the registration of the name or logo, or any type of trademark, service mark, certification mark, trade name or the like, which in any way incorporates the CCIA name or logo or their facsimiles. The right to use the name or logo shall terminate at the same date as termination of this Agreement.

6. Insurance. The parties represents that they have an adequate policy of insurance or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to protect one another from any negligent acts committed by CCIA, CCIA officers, CCIA employees or the Commissioner, the Commissioner's assistants, helpers, employees, or agents during the performance of any of its responsibilities under the terms of this Agreement.

7. Proprietary information. The parties hereto acknowledge and agree that any and all information which is provided by CCIA to the Commissioner, obtained by the Commissioner from CCIA's officers, directors or employees, or obtained by the Commissioner in carrying out its responsibilities pursuant to this Agreement, is confidential, proprietary and trade secret information. As a result of being provided with this information, the Commissioner agrees to maintain in confidence all such information as confidential, proprietary and trade secret information, except where disclosure is otherwise required by law.

8. Property of Commissioner. All intellectual and personal property, including but not limited to data, reports, or writings, in whatever form, finished or unfinished, developed, prepared or purchased pursuant to this Agreement, will be exclusively the property of CCIA, and the Commissioner agrees to deal with it as such, unless such property is deemed to be public record and subject to disclosure laws. All such property shall be delivered to CCIA within fifteen (15) days of CCIA's written request or upon termination of this Agreement.

9. Indemnification. Each party agrees to indemnify the other against all liabilities, losses, costs, damages, attorneys' fees, and any other expenses accruing or resulting to the other party as a result of the indemnifying party's breach of this agreement or its acts or omissions in the course and scope of performing this agreement. Such indemnification includes, but is not limited to, indemnity for sums paid or liabilities incurred in settlement of, expenses paid or incurred in connection with, claims, suits, or judgments against a Party and/or its officers, directors, members, agents, and employees, and expenses paid or incurred in enforcing the terms of this Agreement, or in procuring or attempting to procure, release from liability resulting from a Party's breach of this Agreement or its acts or omissions during the course of this Agreement.

10. No Partnership/Liability. The parties hereto acknowledge and agree that the relationship between CCIA and the Commissioner is an independent contractor relationship and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship or other relationship except as set forth between the parties. The parties hereto further acknowledge and agree that the Commissioner is not a partner with CCIA, whether general or limited, and no activities of the Commissioner or CCIA or statements made by the Commissioner or CCIA shall be interpreted by any of the parties hereto as establishing any type of business relationship other than as an independent contractor. The Commissioner shall not have the right or power to create any liability on behalf of CCIA as a result of execution of this Agreement.

11. No Withholdings/No Benefits. As a result of the independent contractor relationship between CCIA and the Commissioner, CCIA shall not deduct from the fees paid to the Commissioner any sums required for social security, withholding taxes, FICA, state disability insurance, or any other federal, state or local tax or charge which may or may not presently be in effect or are hereinafter enacted, or required as a charge or withholding on the compensation of the Commissioner. The Commissioner understands and agrees that neither it nor its employees are employees of CCIA but that the Commissioner is an independent contractor, and as such, neither the Commissioner nor its employees will receive any fringe benefits from CCIA including the protections of workers' compensation insurance.

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

12. Commissioner's Employees, Representatives and Subcontractors.

a. The Commissioner shall furnish its own employees, representatives or subcontractors that the Commissioner determines are necessary in order to provide the services required by this Agreement.

b. The Commissioner shall be solely responsible for the direction and control of the employees, representatives and subcontractors of the Commissioner, if any, performing services for the Commissioner, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. The Commissioner shall determine the method, means and manner of the performance of the work of its employees, representatives and subcontractors based on the obligations required by this Agreement.

c. The Commissioner assumes full and sole responsibility for the payment of all fees, wages, benefits and expenses of its employees, representatives, and subcontractors, and for all state and federal income tax withholding, unemployment insurance, workers compensation insurance, and social security or other taxes as to all persons employed by the Commissioner in the performance of services under this Agreement.

d. The parties acknowledge, intend and agree that neither the Commissioner, nor any of the Commissioner's employees, representatives or subcontractors, shall be considered a "leased employee" of CCIA within the meaning of Section 414(n) of the Internal Revenue Code of 1986, as amended, nor shall any such individual be eligible or entitled to participate in any benefit plan sponsored by CCIA.

13. Audit. The Commissioner agrees that it will make its records available for audit by CCIA for up to three years after the date of termination of this Agreement. CCIA agrees that such audit will be limited to those matters connected with the performance of this Agreement.

14. Amendment/Assignment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. Neither party may assign or transfer this Agreement to any third party without the prior written consent of the other party.

15. Attorney's Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party in addition to any other reasonable relief to which he or she may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Yolo, State of California for any proceeding arising hereunder.

16. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to Services provided by the Commissioner to CCIA. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally, at the time confirmed for delivery if by facsimile, at the time sent by email, or if mailed, at the time deposited in the United States mail or with an express mail service, postage prepaid and addressed as follows:

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

CALIFORNIA CROP IMPROVEMENT ASSOCIATION
Parsons Seed Certification Center
University of California
One Shields Avenue
Davis, California 95616-8541
Fax: (530) 752-4735
Email: krsoden@ucdavis.edu

AG COMMISSIONER
COUNTY OF COLUSA
100 Sunrise Blvd, Ste. F
Colusa, CA 95932-3246

Fax: 530-458-5000
Email: mallen@countyofcolusa.com

The parties hereto may change their address, fax, or email as set forth in this paragraph by providing the other party with written notice thereof.

19. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

20. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

21. Survival. The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

Date: _____ CALIFORNIA CROP IMPROVEMENT ASSOCIATION,
a California nonprofit corporation

By: _____
Lauren Port, Executive Director

Date: _____ AGRICULTURAL COMMISSIONER, COLUSA COUNTY

By: _____
M. Anastacia Allen, Agricultural Commissioner

Date: _____ CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

By: _____
Brenda Lanini, CDFA Representative

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

ATTACHMENT A

Agricultural Commissioner Seed Certification Responsibilities

County Agricultural Commissioner's are authorized by the California Seed Law and Regulations to engage in seed certification services in cooperation with the California Crop Improvement Association (CCIA), which is designated as the Recognized Agency to certify seed (California Code of Regulations, Section 3875) and thus are empowered to have rules and regulations for such certification. California Seed Law (Section 52421) states that the Commissioners may do all of the following:

a. Cooperate with seed-certifying agencies which are officially recognized under the provisions of this chapter.
b. Supervise the harvesting, cleaning, and packaging of any seed which is eligible for certification, and the affixing of labels and seals to it.
c. Examine, sample, and test such seeds.
d. Perform such other services as may be necessary to maintain the identity and quality of certified seed.

Contracts are issued by CCIA with all county commissioners involved. A fee is negotiated with the Commissioner and paid to the county. Services which must be performed by the Commissioner's office are described in these procedures, which expand on the General Seed Certification Standards.

APPLICATIONS
The Commissioner will have online access to applications at the time submitted application is accepted by CCIA. The Commissioner will receive weekly email notifications when applications are approved by CCIA.

FIELD INSPECTIONS
After CCIA's inspection of the field(s), a Field Inspection Report is prepared and will be available to the Commissioner at the CCIA web site.

The Field Inspection Report will include the names of the applicant and grower, crop and variety, applied acreage, county where the field(s) are located, application number, class and category of seed eligible to be produced, and whether the field(s) met or failed standards. Occasionally, a report will have special instructions indicating a portion of a field must not be harvested due to lack of isolation, excess weeds, etc. Compliance with these instructions may require monitoring by the Commissioner.

HARVESTING
Harvesting is subject to the supervision of the Commissioner. It is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections. The Commissioner should refer to the Field Inspection Report for any special instructions about a particular field before allowing the harvest to proceed.

TRANSPORTING SEED FROM HARVESTER
Conveyances used in transporting the seed from harvester to storage or conditioning are also subject to supervision and inspection by the Commissioner. As with harvesting, it is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections.

INTER-COUNTY PERMIT and INTER-STATE TRANSFER of SEED CERTIFICATE
It is the responsibility of the Commissioner to issue or have issued inter-county permits and inter-state transfer of seed certificates for seed moving between counties, states or (rarely) countries.

CONDITIONING
The Commissioner and CCIA must approve of any facility where seed intended for certification is to be conditioned by use of an Application for Certified Seed Conditioning Permit signed annually (July 1) by the operator who agrees to comply with standards, cooperate with the Commissioner and CCIA. The Commissioner or CCIA may inspect the facility at any time.

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

Approved facilities handling more than an occasional lot of seed for certification are expected to become accredited. This designation involves the appointment of a Certification Representative and less direct supervision by the Commissioner. At the discretion of the Commissioner, the Certification Representative will be responsible for any or all conditioning and related operations, acting as a representative of CCIA and the Commissioner at that facility. Only conditioners with personnel capable of meeting these responsibilities should be designated as Accredited.

CONDITIONER RECORDS
Conditioning records should be available to the Commissioner or CCIA at all times.

BLENDING
A copy of a Certified Seed Blending Permit will be sent to the conditioner and to the Commissioner, when such activity is requested.

SAMPLING
Unless the conditioner has Accredited status, the Commissioner samples seed eligible for certification. The sample should be drawn in the same manner that official samples are drawn (California Seed Law, Section 3872). A Certification Sample Form is required with a sample drawn for certification. CCIA and/or the Commissioner's office must approve any variations in sampling technique.

TAGS (LABELS) AND SEALS
The Commissioner's office and/or the conditioning plant must account for all tags. These tags are sent to the Commissioner for distribution to the conditioning facility. Upon request of the Commissioner, tags will be sent directly to the conditioning facility.

PRETAGGING
Seed eligible for certification may be tagged with the official certification tag at the time of conditioning, before final certification, if supervised by the Agricultural Commissioner and approved by CCIA.

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

ATTACHMENT B

California Crop Improvement Association Logo

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

Attachment: 22 23 CCIA (8320 : 22/23 FY Agreement with California Crop Improvement Association)

COUNTY OF COLUSA, CA

2.15

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Approve the Financial Plan for Wildlife Services

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

Detailed Description/Background of request

In April 2018 the Board approved the 5 year Cooperative Services Agreement (C18-046) for trapper services. That agreement requires an annual Financial Plan be approved for each fiscal year the agreement covers.

This Financial Plan covers the costs involved with Wildlife Services (Trapper). These services assist businesses, property owners, private citizens and governmental agencies in protecting resources; including, but not limited to: residents, property, livestock, crops and natural resources from damage caused by predators, wild and feral animals and other nuisance wildlife. This Financial Plan is in reference to Cooperative Service Agreement #18-73-06-0250-RA a five year agreement

The agreement for fiscal year 22/23 is for $79,811.00. The County will be invoiced quarterly by the USDA-APHIS for actual cost incurred, but not to exceed $79,811.00.

Prior Board Action

On April 4, 2018 the Board approved the 5 year Cooperative Services Agreement (C18-046).

Fiscal Impact/Funding Source

Budgeted (001-55280-580) Not to exceed $79,811.00.

Action for the Clerk

Obtain signatures on 3 originals and mail to: (Or email signed copy to krista.m.dupre@usda.gov, as per email instructions included in delivered packet)

Krista Dupre'
Budget Analyst
USDA-APHIS-Wildlife Services
3419A Arden Way

Sacramento, CA 95825

Upon return send signed copy to Ag Commissioner's office, Attn.: Dawn

Attach our copy to C18-046

ATTACHMENTS:

- 22 23 Wildlife Services (PDF)
- Wildlife Services C18-046 (PDF)

APHIS-WS Agreement Number: 22-73-06-0250-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0111

COLUSA COUNTY
FINANCIAL PLAN
July 1, 2022 through June 30, 2023

Work Plan:

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-0250-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in Colusa County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

Financial Plan:

The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed $79,811.00 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS:

Cost Element		Full Cost
Personnel Compensation	$	52,726.00
Travel	$	628.00
Vehicles	$	6,277.00
Other Services	$	-
Supplies and Materials	$	1,569.00
Equipment	$	1,569.00

Subtotal (Direct Charges)	$		62,769.00
Pooled Job Costs	11.00%	$	6,905.00
Indirect Costs	16.15%	$	10,137.00
Aviation Flat Rate Collection		$	-
Agreement Total	$		79,811.00

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

Attachment: 22 23 Wildlife Services (8322 : 22/23 Wildlife Services Agreement)

APHIS-WS Agreement Number: 22-73-06-0250-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0111

The financial point of contact for this Financial Invoice is Krista Dupre', Budget Analyst, (916) 979-2675.

County of Colusa
100 Sunrise Blvd., Ste. F
Colusa, CA 95932-3246
Tax Identification Number: 94-6000508

_____ _____
County Representative Date

Title: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271

_____ _____
Dennis L. Orthmeyer, State Director Date

_____ _____
Keith P. Wehner, Western Regional Director Date

Attachment: 22 23 Wildlife Services (8322 : 22/23 Wildlife Services Agreement)

APHIS-WS Agreement Number: 18-73-06-0250-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0111

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

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

USDA-APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

a. This Cooperative Service Agreement constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Colusa County.

b. USDA-APHIS-WS will provide to the Cooperator a Financial Plan annually for approval. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined herein.

c. Cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

d. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.

Attachment: Wildlife Services C18-046 (8322 : 22/23 Wildlife Services Agreement)

e. Protect sensitive information exchanged or generated during this process. For public requests of such information, under the Freedom of Information Act (5 U.S.C. §552) and/or the California Public Records Act (California Government Code §6250-6276.48) or Information Privacy Act of 1977 (Cal. Civ. Code §§ 1798 et seq.), the releasing Agency will notify the other Agency and provide an opportunity to comment on whether the information is privileged, or otherwise prohibited from disclosure by applicable law.

f. USDA-APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that USDA-APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

g. All equipment with a purchase price of $5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to USDA-APHIS policy, and shall be specifically listed in the Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to USDA-APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of $5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of USDA-APHIS-WS.

h. USDA-APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

a. Designate Greg Hinton, Agricultural Commissioner, 100 Sunrise Blvd, Suite F, Colusa, CA 95932-3246, (530) 458-0580 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;

b. Reimburse USDA-APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by USDA-APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by USDA-APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, USDA-APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. USDA-APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.

Attachment: Wildlife Services C18-046 (8322 : 22/23 Wildlife Services Agreement)

c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

d. As a condition of this Agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS agrees to:

a. Designate Dennis Orthmeyer, California State Director, 3419A Arden Way, Sacramento, California 95825, (916) 979-2675 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

b. The performance of IWDM actions by USDA-APHIS-WS under this agreement is contingent upon a determination by USDA-APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. USDA-APHIS-WS will not make a final decision to conduct requested IWDM actions until it has made the determination of such compliance.

c. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in this agreement and the Financial Plan referenced in Article 3.b. of this Agreement.

1. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
2. Provide technical assistance which includes demonstrations on the proper use of management devices (i.e., propane exploders, exclusionary devices, cage traps, etc.) and information on animal husbandry, habitat management, and animal behavior modification that could reduce damage. Official USDA pamphlets may be used to convey this information to the public.
3. Provide predator/nuisance wildlife identification and removal when livestock, crop property, natural resource damage; or wildlife displaying aggressive behavior causing actual injury to county residents is verified.
4. Provide field assistance when the problem cannot effectively be resolved through technical assistance, when resource owner implemented nonlethal actions have failed, or concurrently when technical assistance is delivered. Field assistance would mostly be provided for situations that require the use of methods and techniques that are challenging or unsuitable for the public to implement on their own. Resource owners that are provided operational assistance are also encouraged to use additional management strategies and sound husbandry practices, when and where appropriate, that could potentially further reduce damage. Field activities may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.

5. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified

Attachment: Wildlife Services C18-046 (8322 : 22/23 Wildlife Services Agreement)

in this agreement. All expenditures will be processed through USDA-APHIS Financial Management Modernization Initiative (FMMI) system.

d. To bill the Cooperator for costs incurred in performing IWDM activities as authorized in the approved Financial Plan as may be amended.

e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. USDA-APHIS-WS will cease providing goods or services until a revision to Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.

f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of USDA-APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by USDA-APHIS-WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate USDA-APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides USDA-APHIS-WS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with USDA-APHIS-WS for same or similar activities provided under the terms of this Agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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

ARTICLE 9 – APPLICABLE REGULATIONS

All IWDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. USDA-APHIS-WS activities under this cooperative effort will be limited to the State of California, County of Colusa. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform IDWM activities, and those activities will be conducted within the policy guidelines of USDA-APHIS-WS.

This agreement is <u>not</u> a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, USDA-APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients.

Attachment: Wildlife Services C18-046 (8322 : 22/23 Wildlife Services Agreement)

APHIS-WS Agreement Number: 18-73-06-0250-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0111

ARTICLE 10 – LIABILITY

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

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

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

ARTICLE 12 – FAILURE TO PAY FEES

The cooperator is liable for fees assessed for services performed under this agreement, if applicable. USDA-APHIS-WS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective on July 1, 2018 and shall continue through June 30, 2023. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 90 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, USDA-APHIS-WS is relieved of the obligation to continue any operations under this agreement.

AUTHORIZATION:

County of Colusa
100 Sunrise Blvd., Ste F
Colusa, CA 95932-3246
Tax Identification Number: 94-6000508

Gary J. L

County Representative

6/11/18

Date

Title: Board Chair

Attachment: Wildlife Services C18-046 (8322 : 22/23 Wildlife Services Agreement)

APHIS-WS Agreement Number: 18-73-06-0250-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0111

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271

State Director, California — Date: 4-27-18

Director, Western Region — Date: 5/9/18

Attachment: Wildlife Services C18-046 (8322 : 22/23 Wildlife Services Agreement)

Health Inspection Service
(APHIS) Wildlife Services (WS)

4/17/18

Ag Commissioner

COUNTY OF COLUSA, CA 2.16

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Clerk Recorder/Elections

FROM: Rose Gallo-Vasquez

SUBJECT: Approve Agreement to extend the contract with the California Secretary of State for Voting System Replacement Funds

Approve 2nd Amendment to the agreement with the **California Secretary of State** to extend the existing voting system replacement contract to December 31, 2024, and authorize the CAO to sign and return the agreement amendment via DocuSign.

Detailed Description/Background of request

The California Secretary of State's Office sought and received a legislative extension of the voting system replacement contracts which are set to expire June 30, 2022. Approval of this contract amendment will extend the expiration of the existing Voting Systems Replacement Contract, with funds to be used for permissible uses covered under Elections Code Section 19402, through December 31, 2024. Extension of this contract would allow the County Clerk-Recorder to continue to make purchases as new needs are identified and as new laws are enacted.

Prior Board Action

February 5, 2019, the County approved contract C19-021 (State #18G30106) for the purchase of a new modern certified voting system with state matching funds on a dollar-for-dollar basis up to the maximum amount of $152,500.

October 8, 2019 the County approved Amendment No. 1 (C19-181, #18G30106 - 1st amendment) with the Secretary of State. The amendment eliminated the dollar-for-dollar matching funds and increased the contract from $152,500 to a maximum amount of $312,942.50 which included $7,942.50 funding to either replace or enhance the county Election Management System used by the county to track voter registration. This contract extend the terms of this agreement through June 30, 2022.

Fiscal Impact/Funding Source

Taxes and shipping/delivery or associated annual maintenance, if applicable for purchases made may not be eligible for reimbursement under the contract and may be the responsibility of the county. Minimal impact and cost to administer the funding and reimbursement for the new voting system.

Action for the Clerk

DocuSign and return to Secretary of State Contract Services ContractServices@sos.ca.gov along with

requested motion(s) that authorized the earlier contracts prior to the deadline of May 15, 2022.
Contact for DocuSign: Nick Chiley nchiley@sos.ca.gov

ATTACHMENTS:

- 18-06 a2 - Colusa County Std 213 (002) (PDF)
- 22054sl (2) Entension to 18G30106 (PDF)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213A (Rev. 10/2019)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
18G30106	2	SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

STATE AGENCY NAME

Secretary of State

CONTRACTOR NAME

Colusa County

2. The term of this Agreement is:

START DATE

February 1, 2019, or upon approval by Dept. of General Services, if required, which is later

THROUGH END DATE

December 31, 2024

3. The maximum amount of this Agreement after this Amendment is: **$ 312,942.50**

Three Hundred Twelve Thousand Nine Hundred Fourty Two Dolars and Fifty 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:

1. The term of this agreement is hereby extended to December 31, 2024.

2. Exhibit B, Paragraph 7 Retroactive Payments - Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before December 31, 2024.

3.Any unused remaining funds previously identified in Exhibit B-1 will be paid out of FY21/22 or FY22/23 depending on approved funding allocation.

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
546 Jay Street, Ste 200 Courthouse	**Colusa**	**CA**	**95932**

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	**Sacramento**	**CA**	**95814**

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Attachment: 18-06 a2 - Colusa County Std 213 (002) (8360 : Approve Voting System Replacement Contract 2018 Extension)

SHIRLEY N. WEBER, Ph.D.

CALIFORNIA SECRETARY OF STATE

Office of Voting Systems Technology Assessment | 1500 11th Street, 6th Floor
Sacramento, CA 95814 | **Tel** 916.695.1680 | www.sos.ca.gov

March 21, 2022

County Clerk/Registrar of Voters (CC/ROV) Memorandum # 22054

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley
Deputy Secretary of State, HAVA and Counsel

RE: Voting System Replacement Contract 2018 Extension

Our office sought and received a legislative extension of the voting system replacement contracts. Those contracts were set to expire June 30, 2022. Our office has received a reappropriation of the remaining funds and the authority to extend the time to use the funds appropriated by the Voting Systems Replacement Funds pursuant to the Budget Act of 2021, Section 2.00. As a part of that process, in the next couple of days you will be receiving an amendment to your (County Name Voting Systems Replacement Contract 2018 – 18G301xx), Std. 213 contract amendment and exhibits via DocuSign from the Secretary of State's Contract Services Division for your review and signature. You will receive this amendment from Nick Chiley, Saulo Giron or Dao Her, Secretary of State Contract Services employees. This Std. 213 contract amendment will extend the expiration of your Voting Systems Replacement Contract, with permissible uses under Elections Code Section 19402, through December 31, 2024.

As soon as possible, please (1) sign and return the agreement amendment via DocuSign; and (2) include a copy of the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your county office), which by law authorized execution of the original agreement. If that resolution, order, motion, or ordinance had limiting language for the contract term, a new one will be required.

If you cannot use DocuSign, please contact ContractServices@sos.ca.gov to make alternate arrangements.

Please email a copy of your resolution, order, motion or ordinance or other documentation to ContractServices@sos.ca.gov.

Attachment: 22054sl (2) Extension to 18G30106 (8360 : Approve Voting System Replacement Contract 2018 Extension)

COUNTY OF COLUSA, CA **2.17**

Request For County Board of Supervisors Action

MEETING DATE: **May 10, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Purchase of Vaccine Ultra Low Freezer for Public Health**

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

Detailed Description/Background of request

Public Health has budgeted and requested to purchase an ultra low freezer to store vaccines. The temperature range for this freezer is 40C to -86C. The department requested Arctiko model ULUF450 for these specific features: stand up ultra low freezer, size, inner doors that protect the vaccine from temperature fluctuations when the main door is opened, multiple shelves, 72 hour battery backup, data logger with memory and required exterior lock.

Purchasing requested quotes from the following vendors:

Life Science Refrigeration (LSR)	$10,191.20
LabExpress	$11,959.00

Quotes were requested from two additional vendors: Cardinal Health and Cole-Parmer. Neither of these vendors were able to quote the model requested or a comparable model.

Purchasing recommends purchasing the ultra low freezer from LSR in the amount of $10,191.20. The freezer is currently in stock and ready to ship. The total purchase price of the freezer with tax ($738.86) will be $10,930.06.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (005-57049-712-0), the fiscal impact shall not exceed $10,191.20.

Action for the Clerk

Please have the Purchasing Agent sign the purchase order and return to Angela @ Purchasing. Thank you.

ATTACHMENTS:

- LSR Estimate 5083 (PDF)
- Lab Express Estimate 1741 (PDF)
- uluf450 datasheet (PDF)
- 71205102022 ULFreezer (XLS)

Life Science Refrigeration
145 Gibralter Ave
Annapolis, MD 21401
(800) 506-7470
info@lsrfreezer.com

Quote

ADDRESS
Kade Wilson
Phone Number : 15304580349
251 E Webster St
Colusa, CA 95932

SHIP TO
251 E Webster St
Colusa, CA 95932

QUOTE # 5083
DATE 04/15/2022

DATE	ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
	13.9 cu.ft Single Door Ultra Low Freezer, Temperature Range -40C to -86C	**ULUF450**	1	11,689.00	11,689.00

LSR Freezer is the Distributor for Arctiko.

Shipping includes delivery to the loading dock or exterior of the building with lift gate service.

If Needed, Please request inside/White Glove delivery for additional pricing.

SUBTOTAL	11,689.00
DISCOUNT 20%	-2,337.80
TAX	0.00
SHIPPING	840.00
TOTAL	**$10,191.20**

Accepted By

Accepted Date

Information for Electronic Funds Transfers
Life Science Refrigeration, LLC 145 Gibralter Ave, Annapolis, MD 21401
Phone (800) 506-7470
ACH - Account: 446038919293 Routing: 052001633
Wire - Account: 446038919293 Routing: 026009593
SWIFT Code for Intl. Wire: BOFAUS3N

Attachment: LSR Estimate 5083 (8364 : Approve Purchase of Vaccine Freezer)

LABEXPRESS

Attachment: Lab Express Estimate 1741 (8364 : Approve Purchase of Vaccine Freezer)

ARCTIKO INT
true cooling specialists

-86°C
ULTRA LOW TEMPERATURE
UPRIGHT FREEZERS

ULUF 450

HIGHLY RELIABLE ULTRA LOW TEMPERATURE FREEZER

ULUF 450 ultra low temperature freezer comes with single cooling technology that offers direct cooling and excellent cooling performance.

SINGLE COMPRESSOR SYSTEM

DIRECT COOLING

FILTERLESS CONSTRUCTION

RELIABLE FREEZING

The single compressor technology provides reliable low temperature freezing and high temperature uniformity.

With the unique single compressor technology the freezer can reach -86 with only one compressor. This is made possible through our special dimensions of the cooling system and our patented refrigerant. With direct cooling of each compartment you achieve maximum uniformity and minimum recovery time.

WORKING ENVIROMENT

By placing the compressor and other heat and noise generating components on the top of the unit the heat is distributed up- and backwards preventing the heat from warming up the entire room.

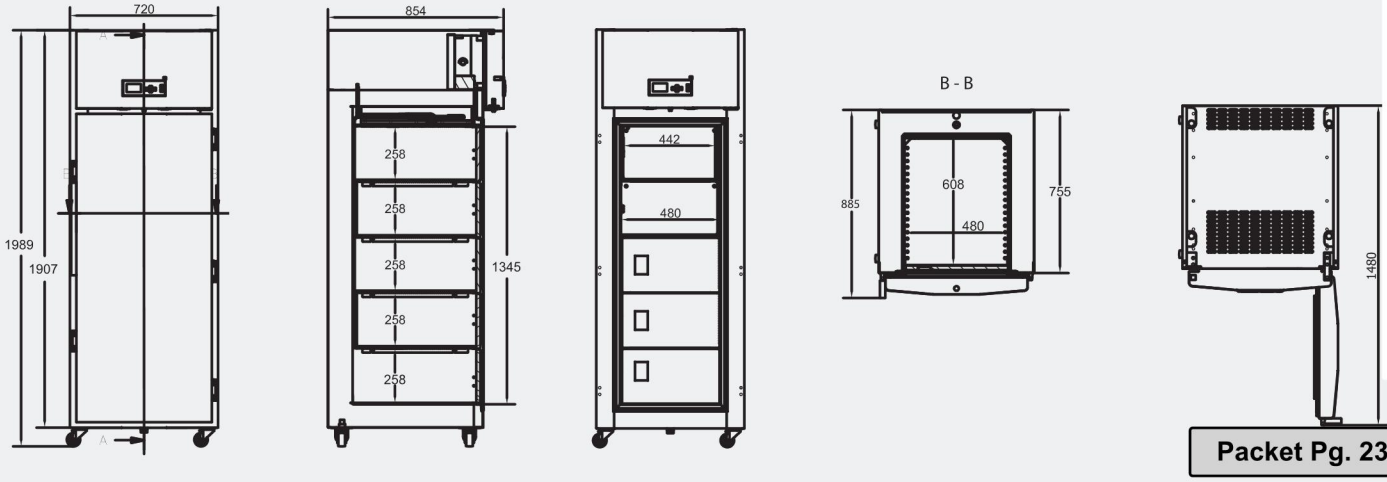
This design also means that there is never a compartment that you will have difficulties overlooking or using fully. Ensuring a ergonomically correct unit which is easy and pleasant to use.

FILTERLESS CONSTRUCTION

Our filterless construction makes cleaning unnecessary. The evaporator coils are spaced so far apart that dust will not be trapped and obstruct the airflow.

With our compressors located on the top, the dust intake is minimal this eliminating the need for filters entirely, saving you maintenance time and cost.

MAIN DIMENSION FOR ULUF 450



Attachment: uluf450 datasheet (8364 : Approve Purchase of Vaccine Freezer)

MAIN SPECIFICATIONS	
Item code	US-DAI 1408-1
Temperature range (˚C)	-40 / -86
Temperature range (˚F)	-40 / -123
Max. ambient temperature (˚C)	25
Max. ambient temperature (˚F)	77
Capacity (L)	393
Capacity (cu. ft.)	13,9
Exterior dimensions WxDxH (mm)	720x906x1990
Exterior dimensions WxDxH (inches)	28,35x35,67x78,35
Interior dimensions WxDxH (mm)	480x608x1345
Interior dimensions WxDxH (inches)	18,90x23,94x52,95
Weight (KG)	206
Weight (lbs)	454
Insulation (mm)	120
Insulation (inches)	4,7
Cooling technology	single system / static
Controller model / probe type	G214 / PT1000
POWER	
Power supply (V)	110
Frequency (Hz)	60
Power consumption (kWh/24H)	14,8
AMP (A)	11,5
Power (Watt)	820
Horse power (HP)	3/4
ALARM FUNCTIONS	
Alarm display as text - not codes	yes
Visual / acoustic alarm	yes / yes
Power failure alarm	yes
Adjustable high / low temperature alarm	yes / yes
Open door alarm	yes
Probe failure alarm	yes
Low battery alarm	yes
Compressor failure alarm	no
Battery backup for alarms (approx. hrs.)	72
DATA LOGGING & EXTERNAL CONNECTION	
Voltage free contact for remote alarm (e.g. GSM module)	yes
Electronic data logger	yes
RS 485 port	yes
USB port for software update & data download	yes
Temperature chart recorder	optional
DISPLAY FEATURES	
Display type	4,3'' with touch buttons
Number of optional reference probes	2
Password protection for turning unit on / off	yes
Temperature graph on display	yes
OTHER FEATURES	
Automatic defrost	no
Vacuum release port	yes
Access port for external probe etc. (int. diameter mm)	no
Access port for external probe etc. (int. diameter inches)	no
Light	yes
Lock with key	yes
Castors (total pcs) / castors with brake (pcs)	4 / 2
Fixed feet (pcs) / levelling feet (pcs)	no
Sub lids / inner doors (pcs)	5
Reversible door(s)	no
Fixed shelves (pcs) / adjustable shelves (pcs)	4 / 0
Max. load per shelf (kg)	30
Max. load per shelf (lbs)	66
Total capacity of 50 mm / 2 inch boxes (pcs)	240
Total capacity of 75 mm / 3 inch boxes (pcs)	180
Total capacity of 96 mm / 3,8 inch boxes (pcs)	120
REFRIGERATION & CABINET	
Number of compressors	1
Refrigerant	EP88
Interior cabinet material	stainless steel
Exterior cabinet material	electrogalvanized steel
Colour (exterior cabinet)	white
Foam type	polyurethane
VIP vacuum insulated panels	no
SHIPPING	
Shipping weight (KG)	266
Shipping weight (lbs)	586
Shipping dimensions WxDxH (cm)	84x104x218
Shipping dimensions WxDxH (inches)	33.1x40.9x85.8
Shipping volume (m^3)	1,90
Shipping volume (cu. ft.)	67.10

We reserve the right to change specifications without notice. Subject to confirmation, availability and errors. Individual ULUF units may vary and power consumption depends on loading and operating conditions. Freezer set point -80°C, ambient temp. 25°C, unloaded, 110V 60Hz power supply.

User friendly G214 controller standard in the ULUF 450. Includes different alarms as; visual, acoustic, open door and more.

Key lock is standard feature in our ULUF 450. Placed on side of door for optimal security for your samples.

Optimal storage capacity and overview of the stored samples with the stainless steel front rack storage system

OPTIONAL ACCESSORIES

Modbus adapter for G214 controller
Temperature chart recorder
CO2 back-up system
GSM alarm module
Voltage converter
Voltage stabilizer
Racks & boxes
Cryo gloves

Attachment: uluf450 datasheet (8364 : Approve Purchase of Vaccine Freezer)

Arctiko A/S
Oddesundvej 39 · DK-6715 Esbjerg N · Phone: +45 7020 0328
info@arctiko.com ■ arctiko.com

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

Purchase Order No.
71205102022

PURCHASE ORDER

VENDOR	Life Science Refrigeration
NAME	Greg
ADDRESS	145 Gilbralter Ave
	Annapolis, MD 21401
PHONE	800.506.7470

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 Health**
Contact	**Kade Wilson**
Address	**251 E. Webster St., Colusa, CA 95932**
PHONE	**530.458.0349** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
5/10/2022	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	ULUF450	ULTRA LOW FREEZER	11,689.00	11,689.00
			20% DISCOUNT		-2,337.80

SUBTOTAL	9,351.20
CA Sales Tax 7.25%	
Shipping/Install	840.00
E-Waste Fee	
TOTAL	10,191.20

BASED ON ATTACHED QUOTE
5083

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

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

Authorized by Date

Attachment: 71205102022 ULFreezer [Revision 1] (8364 : Approve Purchase of Vaccine Freezer)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Mental Health Matters Month

Adopt Proclamation Proclaiming May is Mental Health Matters Month.

Detailed Description/Background of request

Every day, millions of people face stigma related to mental illness, causing many to face their mental health challenges for years without help. Each May, Mental Health Matters Month provides the opportunity for everyone to come together to illuminate mental health awareness in an effort to stop the stigma. Bringing forth this awareness is crucial to helping people reach out for the assistance they deserve.

To stand in solidarity with cities and counties across California to stop the stigma surrounding mental health, we are contacting you to request that Colusa County adopt the following resolution to recognize May 2022 as Mental Health Matters Month in our community. By officially recognizing May as Mental Health Matters Month, we believe we can help unite our community members and Californians throughout the state with a shared vision of improved mental health and equality, particularly as our country continues to grapple with the impacts of the COVID-19 Pandemic it is important to recognize and bring awareness to individual's mental health needs.

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

We hope you will join us in raising awareness and putting an end to the stigma.

Prior Board Action

Proclamation declaring May 2021 as Mental Health Matters Month adopted 5/11/21.

Fiscal Impact/Funding Source

None.

Action for the Clerk

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

ATTACHMENTS:

- Proclamation_May is Mental Health Matters Month_2022 (DOCX)

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 10th day of May, 2022.

_____

J. Merced Corona, Chair
Colusa County Board of Supervisors

Attachment: Proclamation_May is Mental Health Matters Month_2022 (8338 : Proclamation Mental Health Month)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Sheriff

FROM: Janice Bell

SUBJECT: Resolution of the Colusa County Board of Supervisors Certifying the Continuance of a Local Drought Emergency

Adopt a Resolution certifying continuance of local drought emergency.

Detailed Description/Background of request
Local drought emergency was proclaimed by Sheriff Garofalo on June 16, 2021 and ratified by the Board on June 22, 2021 due to severe drought conditions found to exist in Colusa County. The Board will need to certify continuance each sixty (60) days that conditions continue until they adopt a resolution terminating said local emergency. The County Emergency Household Water Program has been activated to provide relief to homeowners experiencing dry wells due to drought conditions. The drought conditions continue to cause wells to become dry.

Prior Board Action
Resolution 21-027 June 22, 2021; 21-039 Aug.17, 2021; 21-059 Oct.12, 2021; 21-068 Nov. 23, 2021; 22-003 Jan. 18, 2022; Mar. 15, 2022;

Fiscal Impact/Funding Source
N/A

Action for the Clerk
Please return one certified copy to OES for file

ATTACHMENTS:

- Resolution Certifying the Continuance of Local Drought Emergency May 2022 (DOCX)

Attachment: Resolution Certifying the Continuance of Local Drought Emergency May 2022 (8337 : Resolution Certifying the Continuance of

RESOLUTION NO. 22-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CERTIFYING THE CONTINUANCE OF A LOCAL DROUGHT EMERGENCY

WHEREAS, Ordinance No. 450 of the County of Colusa empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said county is affected or likely to be affected by a public calamity and the Colusa County Board of Supervisors is not in session;

WHEREAS, the Colusa County Sheriff is the Director of Emergency Services for the County of Colusa under section 6-5(a) of the Colusa County Code;

WHEREAS, the Director of Emergency Services of the County of Colusa does hereby find that the conditions of extreme peril to the safety of persons and property have arisen within the County of Colusa caused by the severe California Drought beginning in 2020, recognized on April 7, 2021 when the USDA declared many primary counties, including Colusa County, to be Agricultural Drought Disaster Areas from the second year of dry conditions;

WHEREAS, Governor Gavin Newsom proclaimed Drought Emergencies for thirty-nine counties, including Colusa County, on May 10, 2021;

WHEREAS, the recent warm temperatures and extremely dry soils have further depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in a historic and unanticipated reduction of water in local reservoirs and stream systems;

WHEREAS, the severe drought conditions continue to threaten water supplies for communities, has diminished water for agricultural production, threatens to contaminate large fresh water supplies conveyed through the Sacramento-San Joaquin Delta, and water scarcity if drought conditions continue into next year;

WHEREAS, the full extent and cost of damage from drought is not able to be determined until the county and local municipalities complete more extensive analysis, finding immediate damage and critical effects of dry conditions to local wells, both public and private, damages impacting ranchers and farmers;

WHEREAS, it is anticipated that the Colusa County Emergency Household Drinking Water Plan will be enacted to ensure water delivery to those who have experienced depleted residential water supplies;

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the County of Colusa, and the Colusa County Board of Supervisors is not in session and cannot be immediately called into session;

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CERTIFYING THE CONTINUANCE OF A LOCAL DROUGHT EMERGENCY

WHEREAS, On June 22, 2021 the Colusa County Board of Supervisors adopted Resolution 21-027 ratifying Sheriff Joe Garofalo's Proclamation of Local Drought Emergency from June 16, 2021, renewing the certification Aug. 17, 2021, Oct. 12, 2021, November 23, 2021, January 18, 2022, March 15, 2022; and

WHEREAS, the Director of Emergency Services requests that the Board of Supervisors continue to proclaim the existence or threatened existence of a local emergency as the result of ongoing severe drought by adopting this Resolution Certifying the Continuance of Local Drought Emergency.

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors continues to find the ongoing severe drought has created perilous conditions and warrants a proclamation every sixty (60) days declaring the continuance of a local drought emergency until they terminate said proclamation when severe conditions have improved.

PASSED AND ADOPTED this 10th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair
Colusa County Board of Supervisors

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

By:_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution Certifying the Continuance of Local Drought Emergency May 2022 (8337 : Resolution Certifying the Continuance of

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE:	**May 10, 2022**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Vote in Favor of not recognizing Juneteenth as an additional paid holiday outside of collective bargaining**

Decline to recognize Juneteenth as an additional paid holiday.

Detailed Description/Background of request

On the afternoon of Thursday, June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day Act (P.L. 117-71) into law. Per County Personnel Rules and County employee memorandums of understanding, the County recognizes 13 holidays, plus a floating holiday.

Section **1.108.2.f** of the Personnel Rules addresses the County's recognized holidays as follows:

> *Every day appointed by the President or Governor as a day free of work including but not limited to a national day of mourning, thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.*
>
> **1.108.2.f.1**
> *If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.*

The late afternoon declaration of the Juneteenth holiday by the President left little time to achieve a Board of Supervisor's quorum needed for a special meeting to discuss the Boards preference in recognizing the additional paid holiday. Unless the Board convened to vote on the matter, per the Personnel Rules, employees would automatically receive the additional paid holiday, in 2021. Unable to meet, Colusa County employees recognized the holiday on Friday, June 18, 2021 because June 19, 2021 fell on a Saturday.

All County holidays are collectively bargained. Juneteenth was not a part of the County's bargained paid holidays during the last round of union negotiations. Additionally, this holiday was not budget in last year, nor this year's budget.

In advance of this meeting, the Human Resources Director reached out to CCEA, DSA,

and CCMC bargaining units to offer a “holiday swap” if all unions could agree on one of the 13 recognized holidays that they would like to sacrifice and replace with the Juneteenth holiday. All three (3) unions presented the “holiday swap” option to their members at their member meetings. Unanimously, all three unions elected to keep their previously bargained holidays and not replace any existing paid holiday with Juneteenth.

For these reasons, the Human Resources Director is requesting that the Board vote in favor of not recognizing Juneteenth as an additional paid holiday, outside of collective bargaining.

Prior Board Action
Adoption of recognized holidays as a part of collective bargained union contracts with a term of 10/19/2019-09/30/2023.

Fiscal Impact/Funding Source
There is no fiscal impact associated with this request.

Action for the Clerk
None

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Auditor

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: An Ordinance approving the Sheriff's Military Equipment Policy

Waive second reading and adopt an ordinance adding Section 4-14 to the Colusa County Code regarding Colusa County Sheriff's Department Military Equipment and Use Policy No. 709.

Detailed Description/Background of request

In 2021, the State Legislature approved and the Governor Signed Assembly Bill 481. This bill requires specified law enforcement agencies within the state who own or use "military equipment", as defined within the bill, to create a military equipment use policy. AB 481 requires that the Sheriff's policy be approved by the Board of Supervisors by passage of an ordinance.

The Colusa County Sheriff's Department has created a policy to comply with the requirements of AB 481. Passage of this policy will allow the Sheriff's Office to continue to acquire and use the equipment specified in the policy. Failure to adopt a policy within 180 days of its submission to the Board would result in the Sheriff's Office being unable to acquire or use the specified equipment.

Prior Board Action

On April 26, 2021 the Board introduced this ordinance.

Fiscal Impact/Funding Source

Unknown.

Action for the Clerk

Publish, send to Code Publishing; Post; do what you do with an Ord.

ATTACHMENTS:

- Draft-AB-481-Ordinance (DOC)
- SO Policy 709 (DOCX)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA TO CREATE SECTION 4-14 OF THE COLUSA COUNTY CODE PERTAINING TO MILITARY EQUIPMENT AND USE POLICY

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION I: RECITALS.

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a miliary equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy.

NOW THEREFORE, the Board of Supervisors of the County of Colusa ordains as follows:

SECTION II: ORDINANCE

Section 4-14 is hereby added to the Colusa County Code to read as follows:

By this ordinance, the Colusa County Board of Supervisors approves the Colusa County Sheriff's Department Military Equipment and Use Policy, Policy 709 of the Colusa County SO Policy Manual. Said Policy shall be reviewed and approved annually at a regular meeting of the Board of Supervisors.

Attachment: Draft-AB-481-Ordinance (8377 : Sheriff's Military Equipment Policy Ordinance)

SECTION III: EFFECTIVE DATE

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 26th day of April, 2002, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the ___ day of _____, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
J. Merced Corona, Chair
Colusa County Board of Supervisors

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

_____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Draft-AB-481-Ordinance (8377 : Sheriff's Military Equipment Policy Ordinance)

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the [Department/Office].

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

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709.2 POLICY

It is the policy of the Colusa County Sheriff's Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this [department/office] to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Colusa County Sheriff's Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the [department/office] website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the [Department/Office]:

See attachment **POLICY 709.4 MILITARY EQUIPMENT INVENTORY** herein incorporated by reference.

709.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [department/office].

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

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POLICY 709.4 MILITARY EQUIPMENT INVENTORY

Less Lethal Shotgun: Less lethal shotgun is used to deploy the less lethal 12-guage Super Sock Beanbag Round.

(a) Description, quantity, capabilities, and purchase cost:

1. Remington 870 Less Lethal Shotgun approximate cost: $950, quantity: 1 (up to 10). The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-Guage Super Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

2. 12 Gauge Super Sock Beanbag Round approximate cost: $5, quantity 11 (up to 100). A less lethal 2.4 inch, 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 5 feet from the target. The model 2581 Super Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold or “stabilize.” The Super Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature and the point where the projectile impacts.

(b) Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

(c) Authorized Use

Situations for use of the less lethal weapon system may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

(d) Lifespan

Remington 870 Less Lethal Shotgun – 25 years.
Super Sock Round – No listed expiration date.

(e) Fiscal Impact

Annual Maintenance is approximately $50.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

(f) Training
Deputies who carry the less lethal shotgun are trained to use it as a less lethal option by in-service training.

(g) Legal and Procedural Rules
It is the policy of the CCSO to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Unmanned Aircraft System (UAS): An unmanned aircraft along with the associated equipment necessary to control it remotely.

(a) Description, quantity, capabilities, and purchase cost of current UAS:

1. DJI Phantom 4 Pro Plus, cost: $1600 each, quantity: 1. Small UAS that weighs approximately 1375 grams and is able to record video with approximately 30 minutes of flight time.
2. DJI Phantom 3, cost: $499 each, quantity: 1. Small UAS that weighs approx. 1216 grams, has video recording capabilities, with approximately 25 minutes of flight time.

(b) Purpose
To be deployed when its view would assist officers or incident commanders during major incidents.

(c) Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions. The following situations, which include but are not limited to:

1. Missing Persons.
2. Any rapidly evolving or developing emergency situation.
3. SWAT deployments/tactical situations.
4. Crime scene investigations.

(d) Expected Life Span
All UAS equipment, 3-5 years.

(e) Fiscal Impact
Annual maintenance and battery replacement cost is approximately $1,000.

(f) Training
All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must maintain a minimum of 1 hour of flight time per month as well as quarterly trainings.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

(g) Legal and Procedural Rules

Use is established under CCSO Standard Operating Procedure and FAA Regulation 14 CFR Part 107. It is the policy of CCSO to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Rifles: Firearms that are fired from shoulder level

(a) Description, quantity, capabilities, and purchase cost:

1. The Colt 9mm SMG, also known as the Colt Model 635, is a 9×19mm submachine gun manufactured by Colt, based on the M16 rifle. The Colt 9mm SMG is a closed bolt, blowback operated SMG, with a 10.5 in Barrel length. It is accurate up to 300 yards, cost: $970.00, quantity: 4. These rifles are primarily used by SWAT when dealing with tactical situations.

2. Federal Premium 9mm HST 129 Gr 9X19mm Jacketed Hollow Point (JHP). Each round is boxer-primed, non-corrosive, and nickel-plated brass cased. The round has a muzzle velocity of 1150 FPS st, $35.99 per box of 50. Quantity: 2 cases of 1000 rounds (up to 10 cases).

(b) Purpose
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

(c) Authorized Use
Only members that are POST certified are authorized to use a rifle.

(d) Lifespan
Rifle, -25 years
Federal Premium 9mm HST 129 Gr 9X19mm Jacketed Hollow Point (JHP), -no expiration.

(e) Fiscal Impact
Annual maintenance is approximately $50 for each rifle.

(f) Training
Officers are certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification once a year.

(g) Legal and Procedural Rules
Use is established under the Standard Operating Procedure. It is the policy of the CCSO to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

40 MM Launchers and Rounds: 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds and as a method to deploy chemical agents from a safe distance.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

(a) Description, quantity, capabilities, and purchase cost;

1. Defense Technology, 40MM single shot launcher, LMT #1425, cost: $1090, quantity: 0. The 40MM Single Launcher is a tactical single shot launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles.

2. Penn Arms, 40MM launcher, cost: $1179, quantity: 0. The 40MM Single Launcher is a tactical single shot launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles.

3. Penn Arms, 40mm multi-launcher, cost: $3000, quantity: 0. The 40MM Multi-Launcher is a tactical platform capable of holding six projectiles in the launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles. This platform is more suitable for deploying multi projectiles in a shorter amount of time. This is effective during less lethal and or chemical agent deployments.

4. Federal gas riot 37MM multi-launcher, cost: $2200, quantity: 1. The 37MM Multi-Launcher is a tactical platform capable of holding six projectiles in the launcher. It will launch a 37MM less lethal projectiles and 37MM chemical agency projectiles. This platform is more suitable for deploying multi projectiles in a shorter amount of time. This is effective during less lethal and/or chemical agent deployments.

5. Defense Technology, 40MM exact impact sponge, #6325, cost: $18, quantity: 0. (Up to 200) A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

6. Combined Tactical Solutions (CTS), 40mm CS Liquid Barricade Projectile, cost: $29.70, quantity: 0. (Up to 75) The 40mm CS Liquid Barricade Projectile is designed specifically for penetrating intermediate barriers, such as single pane exterior windows, vehicle windows, pressed wood particle doors, 1-2 layers of wallboard, and interior hollow core doors, and deliver irritant agents into an adjacent room(s). This launch-able munition is 4.1 in. long and 40mm in diameter and holds approximately 10 gm of active agent.

(b) Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

(c) Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Potentially vicious animals.
4. Training exercises or approved demonstrations.
5. Barricaded subjects.

(d) Training

Sworn members utilizing 40MM less lethal, chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agent instructors.

(e) Lifespan

Defense Technology LMT 25 years. Penn Arms #GL1-40- 15 years. Penn Arms GL65-50-15 years. Federal labs 37MM Multi-launcher-10 years. Model 6325 Exact Impact Sponge- 5 years.

(f) Fiscal Impact

Annual maintenance is approximately $50 for each launcher.

(g) Legal and Procedural Rules

It is the policy of the CCSO to utilize the 40mm or 37MM launchers only when properly trained and for official law enforcement purposes pursuant to State and Federal law, including those regarding the use of force.

Distraction/Diversion Devices: A device used to distract dangerous persons.

(a) Description, quantity, capabilities, and purchase cost;

1. Distraction Device 12 Gram Reloadable Body 8933, Cost: $56.85., quantity: 4. A non-bursting, non-fragmenting multi (1)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

2. Distraction Device 12 Gram Reload 8901SC # 25, Cost: $34.00., quantity: 8. A non-bursting, non-fragmenting multi (1)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

3. Defense Technology Corp. of America by Curtis Blue Line, NO. 25 Distraction Device, cost: $56.85 ea., quantity: 4. A non-bursting, non-fragmenting multi (1)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

4. Combines Tactical Systems, 7290-2 flash-bang, cost: $52 ea., quantity: 0. A non-bursting, non-fragmenting multi (2)-bang device that produces a thunderous bang

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

5. Combined Tactical Systems, 7290-9 flash-bang, cost: $139 ea., quantity:0. A non-bursting, non-fragmenting multi (9)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

6. Combined Tactical Systems, ?290M mini flash-bang, cost: $38 ea., quantity: 0. The 7290M Flash-Bang exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candelas of light.

(b) Purpose
A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

(c) Authorized Use
Diversionary Devices shall only be used:

1. By officers who have been trained in their proper use.
2. In hostage and barricaded subject situations.
3. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
4. During other high-risk situations where their use would enhance officer safety.
5. During training exercises.

(d) Lifespan
Until used.

(e) Fiscal impact
No annual maintenance.

(f) Training
Prior to use, officers must attend divisionary device training that is conducted by POST Certified Instructors.

(g) Legal and Procedural Rules
It is the policy of the CCSO to utilize Distraction/Diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

PepperBall Launcher: A device that discharges irritant projectiles.

(a) Description, quantity, capabilities, and purchase cost;

1. PepperBall carbine, cost: Unknown – No longer manufactured, quantity 2. The PepperBall Carbine is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall CARBINE features a Single Feed System from the Magazine.

2. PepperBall Projectile Pava (Capsaicin II) Powder (RED), cost: Unknown – No longer manufactured, quantity 4 cans of 200 (up to 375). The basic PepperBall projectile contains 2o/o PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.

3. PepperBall VKS Carbine, cost: $1300, quantity 0. The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall VKS Carbine features a Dual Feed System that offers the ability to quickly switch between Hopper mode and Magazine mode for optimum versatility.

4. PepperBall live projectile, cost: $2 per projectile, quantity 50 (up to 100). The basic PepperBall projectile contains 2o/o PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.

5. PepperBall Live-x-projectile, cost: $3 per projectile, quantity 100 (up to 200). The Live Projectile contains a concentrated amount of PAVA pepper powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.

6. PepperBall VXR inert projectile, cost: $.80 per projectile, quantity 950 (up to 1500). The VXR Inert Projectile is a non-lethal round. The projectile contains approximately no PAVA powder. This projectile is best for direct impact with no PAVA powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.0% PAVA powder.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

(b) Purpose
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

(c) Authorized Use
Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

(d) Training
Sworn members utilizing PepperBall launchers and projectiles are trained in their use by POST Certified Less Lethal and Chemical Agents Instructors.

(e) Lifespan
1. PepperBall Carbine – 20 years
   PepperBall Live Projectile – 3 years - All of our current AMMO is expired
2. PepperBall VKS Carbine- 20 years
3. PepperBall Live Projectile- 3 years
4. PepperBall Live-X Projectile- 3 years
5. PepperBall Inert Projectile- 3 years

(f) Fiscal impact
Annual maintenance is approximately $50 for each PepperBall launcher.

(g) Legal and Procedural Rules
Use is established under CCSO policy 308.7.2. It is the policy of the CCSO to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Mobile Command Trailer: Self-contained Mobile Command Post.

(a) Description, quantity, capabilities, and purchase cost:

1. The CCSO Mobile Command post, approximate purchase cost: $185,000.00, quantity: 1. The Mobile Command post is Nomand brand custom-built 38-foot trailer with multiple forms of communications built in, including mobile dispatch capabilities.

(b) Purpose
Self-contained Mobile Command Post is designed to provide the Incident Commander with a mobile base of operation.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

(c) Authorized Use
The Mobile Command Trailer is to be utilized as an Incident Command Post for planned or unplanned incidents.

(d) Lifespan
No lifespan indicated by manufacturer. Dependent on operational usage and wear.

(e) Fiscal Impact
Annual Maintenance is approximately $1500.00.

(f) Training
No training requirements for the Mobile Command trailer.

(g) Legal and Procedural Rules
It is the policy of the CCSO to utilize only for official law enforcement purposes, and pursuant to State and Federal law.

MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 100% of stock in a calendar year without County Board of Supervisors approval to maintain essential availability for the Department's needs. CCSO is authorized to acquire additional stock of items listed here from other law enforcement agencies in the event of an emergency when approved by the Sheriff or designee.

Attachment: SO Policy 709 (8377 : Sheriff's Military Equipment Policy Ordinance)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Revenue and Appropriations Inter-Budget Adjustments FY21/22

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

See Budget Adjustment ledger below for summary details or IB033 - IB035 forms for full details

Inter-Budget Ledger - FY2021/22	Fund	Dept	Object	Amount	
Migrant Farm Housing	018	31960	000	10,000.00	IB-033
Migrant Farm Housing	018	53209	476	10,000.00	
MHSA-Workforce Ed & Training	275	31960	000	15,853.00	IB-034
MHSA-Workforce Ed & Training	275	53287	275	15,853.00	
Library	001	45470	921	(10,000.00)	IB-035
Library	001	48030	921	17,017.95	
Library Trust	285	47947	285	1,167.95	
Library Trust	285	47951	285	5,850.00	
Library Trust	285	59452	285	7,017.95	
Library	001	53170	921	632.35	
Library	001	53150	921	191.98	
Library	001	53230	921	6,193.62	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms

Action for the Clerk
None

ATTACHMENTS:

- IB-033 018 Inter-Budget FY21-22 MFH Reserve MT (PDF)
- IB-034 275 Inter-Budget FY21-22 BHS Fund MT (PDF)
- IB-035 921 Inter-Budget 921-Library MT (PDF)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Migrant Farm Housing Reserve Funds

Submitted By: Leeann Price

Digitally signed by Leeann Price
Date: 2022.04.14 16:03:35 -07'00'

Explanation: To use Fund Balance to cover the cost of maintenance and repair to Care Taker house which is going to be extensive but will be done with staffing at the Center. We received permission from OMS to use Reserve funds to cover these expenses.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
018	31960	000	Fund Balance	$ 0.00	$ 10,000.00	$ 10,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 10,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
018	53209	476	Major Equipment Repair	$ 0.00	10000	$ 10,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 10,000.00

Fiscal Year: 2021-22

Board Date: 5/10/2022

Inter-Budget Log #: IB- 033

OpenGov Amendment #:

Attachment: IB-033 018 Inter-Budget FY21-22 MFH Reserve MT (8361 : FY21/22 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Behavioral Health

Submitted By: Bonnie Briscoe

Digitally signed by Bonnie Briscoe
DN: cn=Bonnie Briscoe, o=County of Colusa, ou=Behavioral Health, email=bbriscoe@countyofcolusa.org, c=US
Date: 2022.04.18 13:32:42 -07'00'

Explanation: The Behavioral Health Department entered into a Participation Agreement with Cal-MHSA for the OSHPD WET grant in February 2022, which is a 5-year Workforce, Education and Training grant which provides student loan repayments, educational stipends and peer scholarships for our department's staff. The agreement was expected to be approved last fiscal year with a portion of the payment budgeted then. Since the agreement was not approved in the prior fiscal year there was no payment sent to Cal-MHSA and because of the late notice of the agreement not being approved the current year budget does not reflect the entire county match amount. There is available fund balance to cover this expense.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
275	31960	000	Fund Balance	$ 0.00	$ 15,853.00	$ 15,853.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 15,853.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
275	53287	275	Special Department Exp-MHSA	$ 17,920.00	$ 33,773.00	$ 15,853.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 15,853.00

Fiscal Year: FY 21/22

Board Date: 5/10/2022

Inter-Budget Log #: IB- 034

OpenGov Amendment #:

Attachment: IB-034 275 Inter-Budget FY21-22 BHS Fund MT (8361 : FY21/22 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: 921-Library

Submitted By: Stacey Costello

Digitally signed by Stacey Costello
Date: 2022.04.24 14:43:07 -07'00'

Explanation: To reduce 45470-St Grant to match grant amount and to increase 48030-Transfers in for additional money from Friends of the Library ($10,000); from Zip Books program ($5,850) and other Misc. Donations ($1,167.95) and allocate to the correct expense accounts.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	45470	921	State Grant Award	$ 40,000.00	$ 30,000.00	-$ 10,000.00
001	48030	921	Transfer In	$ 11,868.00	$ 28,885.95	$ 17,017.95
						$ 0.00
285	47947	285	Gifts & Donations	$ 5,000.00	$ 6,167.95	$ 1,167.95
285	47951	285	Misc Grant-Outside Source	$ 0.00	$ 5,850.00	$ 5,850.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 14,035.90

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
285	59452	285	Transfers Out	$ 5,000.00	$ 12,017.95	$ 7,017.95
						$ 0.00
001	53170	921	Office Supplies	$ 5,500.00	$ 6,132.35	$ 632.35
001	53150	921	Membership	$ 6,419.00	$ 6,610.98	$ 191.98
001	53230	921	Special Department Exp	$ 58,949.00	$ 65,142.62	$ 6,193.62
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 14,035.90

Fiscal Year: 2021-22

Board Date: 5/10/2022

Inter-Budget Log #: IB- 035

OpenGov Amendment #:

Attachment: IB-035 921 Inter-Budget 921-Library MT (8361 : FY21/22 Inter-Budgets)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve out of State travel for Supervisor Kent Boes and County Administrative Officer, Wendy Tyler

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

Detailed Description/Background of request

This year the NACo annual conference will be held in Adams County Colorado from July
21 - 24, 2022. The National Association of Counties (NACo) Annual Conference & Exposition is the largest meeting of county election and appointed officials from across the country. Participants from counties of all sizes come together to shape NACo's federal policy agenda, share proven practices and strengthen knowledge networks to help improve residents' lives and the efficiency of county government.

All meetings, general sessions and workshops will be held at the Gaylord Rockies Resort & Convention Center located at 6700 N Gaylord Rockies Blvd. in Adams County (Aurora), Colorado.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted:
Lodging is approximately $1,075.00 per person
Conference Registration $530.00 per person
Round trip flight is approximately $600

Action for the Clerk

None.

ATTACHMENTS:

- 2022 NACo Annual Conference & Exposition _ NACo (PDF)

2022 NACo Annual Conference & Exposition

Schedule as of: 04/25/2022

All times are listed in Mountain Time. Schedule subject to change without notice.

Wednesday, July 20, 2022

Jul. 20
10:00 am to 6:00 pm

Golf Outing

Join other conference attendees for a round of golf at the Adams County-owned Riverdale Dunes golf course! Tee times range from 10:00 a.m. to 2:00 p.m.

Jul. 20
11:00 am to 5:30 pm

CIO Forum: Emergence: Going Forward Stronger and Better (Separate registration required)

This all-day event includes topics on digital transformation, removing barriers, creating builders for the future and success stories from counties using technology to improve service delivery for internal operations and county residents.

Jul. 20
6:00 pm to 7:30 pm

CIO Forum Reception (Separate registration Required)

Thursday, July 21, 2022

Jul. 21
7:00 am to 5:00 pm

Registration Open

Jul. 21
7:00 am to 5:00 pm

Voting Help Desk Open

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 21
7:45 am to 8:45 am

First-Time Attendee Orientation

All first-time attendees are welcome to join us to learn more about NACo and how to make the most of the Annual Conference. Due to limited space, this session is open to county officials and staff attending their first NACo conference.

Jul. 21
8:00 am to 9:00 am

Policy Coordinating Committee Meeting #1

Jul. 21
9:00 am to 11:30 am

Agriculture and Rural Affairs Policy Steering Committee: Subcommittees Meeting

Join the Agriculture and Rural Affairs Committee to hear from federal and industry partners on important issues. Members will explore and discuss committee priorities as they relate to federal policymaking including the 2023 Farm Bill and regulations such as Waters of the U.S.

Jul. 21
9:00 am to 11:30 am

Environment, Energy and Land Use Policy Steering Committee: Subcommittees Meeting

Join the Environment, Energy & Land Use Policy Steering Committee for discussions with national policy experts to learn more about issues important to the committee, including the Waters of the U.S. (WOTUS) rulemaking process, the implementation of the Bipartisan Infrastructure Law and innovations in the energy field.

Jul. 21
9:00 am to 11:30 am

Justice and Public Safety Policy Steering Committee: Subcommittees Meeting

Join the Justice and Public Safety Policy Steering Committee for discussions with our federal and industry partners.

Jul. 21
9:00 am to 11:30 am

Telecommunications and Technology Policy Steering Committee: Morning Meeting

Join the Telecommunication & Technology Policy Steering Committee for discussions on major developments in broadband and cellular policy, cybersecurity best practices and updates and other national policy issues of interest to this committee.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 21
9:00 am to 11:45 am

Health Policy Steering Committee: Subcommittees Meeting

Join the Health Steering Committee to hear from federal and industry partners on important health policy issues and best practices related to health care, public health, behavioral and mental health and long-term care.

Jul. 21
9:00 am to 12:00 pm

Public Lands Policy Steering Committee: Subcommittees Meeting

Join the Public Lands Policy Steering Committee for discussions with federal land management agencies on better management, wildfire risk reduction, public access and economic opportunities.

Jul. 21
9:00 am to 12:00 pm

Transportation Policy Steering Committee: Subcommittees Meeting

Join the Transportation Policy Steering Committee for discussions with our federal and industry partners and learn more about transportation topics of interest.

Jul. 21
9:00 am to 4:30 pm

Human Services and Education Policy Steering Committee Site Visit and Business Meeting

The Human Services and Education Policy Steering Committee will convene at the Adams County Human Services Center for an interactive tour and an overview of innovative human services programs. Along with presentations from our hosts, committee members will discuss the future of human service delivery and receive a federal policy update on key priorities. Members will consider and vote on proposed policy resolutions and platform changes to guide NACo's advocacy efforts before Congress, the White House and federal agencies. Before returning to the Gaylord, the committee will visit Adams County's Homes for Hope emergency foster homes. Note: This full-day meeting will occur off-site. Transportation and lunch will be provided.

Jul. 21
9:30 am to 11:45 am

Community, Economic and Workforce Development Policy Steering Committee: Subcommittees Meeting

Join the Community, Economic & Workforce Development Policy Steering Committee for discussions with our federal and industry partners to learn more about topics of interest to the committee, including housing affordability, homelessness, economic development, job training and federal workforce development programs.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 21
9:30 am to 12:00 pm

Finance, Pensions and Intergovernmental Affairs Steering Committee: Subcommittees Meeting

Join the Finance, Pensions and Intergovernmental Affairs Policy Steering Committee for discussions on major developments in county best practices and national policy issues of interest to the committee, such as the financial resources of counties, fiscal management, federal assistance, municipal borrowing, county revenues, federal budget, federal tax reform, elections and Native American issues.

Jul. 21
10:30 am to 11:30 am

NACo Audit Committee Meeting

Jul. 21
12:00 pm to 1:30 pm

NACo Finance Committee Meeting

Jul. 21
1:00 pm to 4:30 pm

Environment, Energy and Land Use Policy Steering Committee: Business Meeting

NACo's Environment, Energy and Land Use Policy Steering Committee members will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Jul. 21
1:30 pm to 3:00 pm

Finance, Pensions and Intergovernmental Affairs Steering Committee: Business Meeting

NACo's Finance, Pensions and Intergovernmental Affairs Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Jul. 21
1:30 pm to 3:30 pm

Telecommunications and Technology Policy Steering Committee: Business Meeting

NACo's Telecommunication & Technology Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 21
1:30 pm to 4:00 pm

Agriculture and Rural Affairs Policy Steering Committee: Business Meeting

NACo's Agriculture and Rural Affairs Policy Steering Committee members will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Jul. 21
1:30 pm to 4:30 pm

Justice and Public Safety Policy Steering Committee: Business Meeting

NACo's Justice and Public Safety Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Jul. 21
2:00 pm to 4:00 pm

Health Policy Steering Committee: Business Meeting

NACo's Health Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Jul. 21
2:00 pm to 4:00 pm

Public Lands Policy Steering Committee: Business Meeting

Join the Public Lands Policy Steering Committee for discussions on proposed policy resolutions and platform changes that will guide NACo's advocacy efforts before Congress and the administration during the 2022-2023 term.

Jul. 21
2:00 pm to 4:00 pm

Transportation Policy Steering Committee Meeting: Business Meeting

NACo's TransportationPolicy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Jul. 21
2:00 pm to 4:30 pm

Community, Economic and Workforce Development Policy Steering Committee: Business Meeting

NACo's Community, Economic and Workforce Development Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

Jul. 21
2:15 pm to 3:30 pm

NACo Executive Committee Meeting

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 21
4:00 pm to 6:00 pm

Exhibit Hall Open

Network, learn and discover new solutions for your county with over 100 different private, non-profit and government partners in NACo's Exhibition Hall.

Jul. 21
4:15 pm to 5:45 pm

County Talk Segments

County Talks - delivered in the Exhibit Hall - will bring attendees short, engaging presentations on some of the latest innovations, challenges and opportunities facing county governments.

Jul. 21
4:30 pm to 5:30 pm

NACo Next Generation Network Meeting

NACo's Next Generation Network is a grassroots forum for young county officials to network, engage with NACo and develop a new generation of association leaders.

Jul. 21
5:00 pm to 5:45 pm

Policy Coordinating Committee Meeting #2

Jul. 21
6:00 pm to 8:00 pm

All-Conference Opening Celebration

Friday, July 22, 2022

Jul. 22
6:00 am to 7:30 am

Bike Ride with Adams County

Jul. 22
7:30 am to 5:00 pm

Registration Open

Jul. 22
7:30 am to 5:00 pm

Voting Help Desk Open

Jul. 22
8:00 am to 9:30 am

GIS Subcommittee Meeting

The GIS Subcommittee will discuss emerging GIS use cases including FirstNet, National Highway Traffic Safety Administration (NHTSA) and mission critical partner updates on GIS gap analysis and drone policy changes.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 22
8:00 am to 10:00 am

Gulf States Counties and Parishes Caucus Meeting

Hear from policy experts on pressing federal issues impacting Gulf Coast counties and parishes. Caucus members will also discuss federal legislative priorities and strategize for future GSCPC events and initiatives. Caucus membership is open to all NACo county and parish government officials from Texas, Mississippi, Louisiana, Alabama and Florida.

Jul. 22
8:00 am to 5:00 pm

NACo Store & Resource Center Open

Jul. 22
8:30 am to 9:30 am

Programs and Services Committee Meeting

Conference attendees are welcome to attend this meeting of NACo's Programs and Services Standing Committee, which advises the association's officers and Board of Directors regarding the development and evaluation of programs and services for NACo members. This meeting will feature lessons learned on pandemic preparedness to inform NACo programming and a preview of NACo programs areas in development. Committee members will provide feedback to NACo to help maximize the impact of these initiatives and help shape NACo's current and future programming.

Jul. 22
9:00 am to 3:00 pm

Exhibit Hall Open

Network, learn and discover new solutions for your county with over 100 different private, non-profit and government partners in NACo's Exhibition Hall.

Jul. 22
9:15 am to 2:45 pm

County Talk Segments

County Talks - delivered in the Exhibit Hall - will bring attendees short, engaging presentations on some of the latest innovations, challenges and opportunities facing county governments.

Jul. 22
9:45 am to 11:30 am

IT Standing Committee Meeting

The IT Standing Committee will discuss updates concerning NACo technology programs, including the Security ScoreCard pilot results, the new Cyber and GIS Technology Guides for County Leaders and hear from national partners including the Multi-State Information Sharing and Analysis Center, the Cyber Security and Infrastructure Security Agency, the FBI and the National Guard.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 22
10:00 am to 12:00 pm

Large Urban County Caucus Meeting

NACo's Large Urban County Caucus meeting will feature conversations with national leaders on topics of importance to urban county leaders, including economic trends, elections, mental and behavioral health and a spotlight on the Urban Wealth Fund Initiative.

Jul. 22
10:00 am to 12:00 pm

Rural Action Caucus Meeting

NACo's Rural Action Caucus will convene to discuss issues important to rural America and to hear from guest speakers who are helping to shape policies important to rural communities.

Jul. 22
10:45 am to 11:30 am

Nominating Committee Meeting

Jul. 22
11:30 am to 1:15 pm

IT Advisory Council Meeting & Luncheon (Invitation Only)

The IT Advisory Council focuses on providing direct guidance into the idea generation and evaluation of NACo technology strategy, priorities, programming and services. Membership includes predominantly county IT leaders (CIOs, CISOs, IT Directors) and several other county representatives.

Jul. 22
12:00 pm to 1:00 pm

Lunch in the Exhibit Hall

Jul. 22
12:00 pm to 1:30 pm

Healthy Counties Advisory Board Luncheon

The Healthy Counties Advisory Board will discuss strategies for equitably addressing systems that impact the social determinants of health, particularly emerging from the COVID-19 pandemic. County leaders will share how they are addressing health in our communities and discuss approaches for using social determinants of health as a framework to inform policy decisions.

Jul. 22
12:00 pm to 1:30 pm

NACo Membership Committee Meeting

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 22
1:00 pm to 3:00 pm

Veterans and Military Services Committee Meeting

The Veterans and Military Services Committee will discuss intergovernmental efforts to best serve our nation's veterans. Representatives from the U.S. Department of Veterans Affairs will discuss their mobile veterans center program, which brings outreach and readjustment counseling to hard-to-reach communities. Committee members will also learn about an innovative regional veterans services model and engage with active duty service members from Fort Carson on the topic of military transition.

Jul. 22
1:15 pm to 2:45 pm

NACo Arts & Culture Commission Meeting

The Arts and Culture Commission will hear from expert speakers and commission members on leveraging the creative arts as an economic driver at the county level. This meeting is hosted by the NACo Arts and Culture Commission and is open to all.

Jul. 22
1:30 pm to 3:30 pm

Western Interstate Regional Board of Directors Meeting

The Western Interstate Region is dedicated to the promotion of Western interests within NACo, including public land issues (use and conservation), community stability and economic development, and the promotion of the traditional western way of life. WIR Board Members will discuss the implementation of the new infrastructure law, and the western drought and forest management issues.

Jul. 22
1:45 pm to 3:00 pm

Becoming an Employer of Choice: Leveraging Benefits to Attract Talent in a Tight Labor Market

Cultivating an engaged and thriving workforce is critical to ensuring your county serves the public to the best of your ability. Join this session to learn from industry experts on best practices for attracting quality talent, including leveraging retention benefits, to keep your county running seamlessly and in continuous pursuit of public service.

Jul. 22
1:45 pm to 3:00 pm

Counties for Kids: Celebrating County Leadership in Prenatal-to-Three

During the COVID-19 pandemic, our youngest children and their families have dealt with economic challenges, disruptions to child care and increased levels of stress. Counties are supporting children prenatal to three during this critical period of development by investing in and administering services and resources. In this session, participants will hear how county leaders are filling service gaps and strengthening the systems that support early care and education and infant/toddler well-being.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 22
1:45 pm to 3:00 pm

County Levers to Drive Economic Mobility: Tools for Counties to Create Outcomes for Residents

As counties navigate the local economic recovery process following the impacts of the COVID-19 pandemic, many leaders are looking to improve long-term economic outcomes for residents and families. Learn how counties can influence upward economic mobility in seven key policy areas: housing, education and workforce development, health, community and neighborhood development, justice and public safety, technology and information access and financial security. This session will also present data metrics to measure and track policy impacts on resident prosperity. This workshop is hosted by NACo's Economic Mobility Leadership Network.

Jul. 22
1:45 pm to 3:00 pm

Digitizing Your County: Efficient and Effective Workplace Solutions that Deliver Quality Citizen Services

The past two years have catapulted available technology advances for counties. In this session you will hear how counties have implemented solutions that promote digital citizen interaction, remote employee access, while at the same time digitizing and preserving records management for today and the future. This session will cover the digital lifecycle from remote employee processes to digital citizen engagement and transparency.

Jul. 22
1:45 pm to 3:00 pm

Leveraging Technology for Today's Modern County Government

The emergence and availability of new technologies is changing the way county government performs many core functions. Hear about programs and partnerships developed by NACo's Financial Services Corporation (FSC) that provide value added services in the realm of financial technology solutions, or fintech. You will learn from the challenges faced by your county peers and how they have leveraged these innovative programs to maximize value on taxpayer revenues and drive modern, transparent budgeting processes.

Jul. 22
1:45 pm to 3:00 pm

Parks Prepare Post-Pandemic Pivot

County parks saw a renewed interest during and after the height of the pandemic, which brought renewed interest in the design and programmatic offerings for outdoor space. Professionals in all aspects will discuss what they've seen locally and industry-wide.

Jul. 22
2:15 pm to 3:30 pm

NACo Board Forum

Jul. 22
3:15 pm to 4:30 pm

General Session

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 22
4:30 pm to 5:00 pm

NACo 2nd Vice President Candidates' Forum

Jul. 22
4:45 pm to 5:45 pm

Resorts, Tourism & Gateway Counties Working Group

The Resorts, Tourism and Gateway Counties Working Group will hear from a panel of county officials and others about what selected counties are doing to ensure sustainable tourism and responsible recreation in their communities.

Jul. 22
6:30 pm to 9:00 pm

NACo Board of Directors Reception (Invitation Only)

Saturday, July 23, 2022

Jul. 23
7:30 am to 1:00 pm

Voting Help Desk Open - State Association Pick-Up Only

Jul. 23
7:30 am to 5:00 pm

Registration Open

Jul. 23
8:00 am to 8:45 am

NACo Credentials Committee Meeting

Jul. 23
8:45 am to 10:00 am

Collections, Cashflow & Coffee

Could your county improve in the areas of collections, transparent budgeting, or cash flow? Come hear about programs and partnerships developed by NACo's Financial Services Corporation (FSC) that provide value-added services for financial technology solutions. Understand the challenges faced by your county peers and methods to effectively address them under NACo FSC's solution portfolio.

Jul. 23
8:45 am to 10:00 am

Connecting Counties & Military Installations: Supporting National Defense & Strengthening Local Communities

This session will bring together county leaders from military installation counties and officials from the U.S. Department of Defense (DoD) for an interactive and informative session focusing on opportunities, resources and ideas to foster and strengthen county-military partnerships. Discussion will include county-military partnerships on land use, resilience, economic development, and community engagement and development.

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Jul. 23
8:45 am to 10:00 am

County Governance & Authority Across America: A Landscape Analysis

County governments play an integral role in the everyday lives of residents, yet counties are arguably the least understood level of government in the U.S. This dearth of knowledge is due in part to wide variations in county governance across state lines, which can also make it difficult for counties to build partnerships with each other. Learn how to navigate these differences and build stronger relationships with counties in other states, as well as how NACo's new state-level county governance profiles can aid your advocacy, communication and educational efforts.

Jul. 23
8:45 am to 10:00 am

Enhancing Employee Well-Being and Retention

Nearly 1 in 5 adults in the U.S. lives with mental illness, and increasingly employees are expecting employers to provide additional mental and behavioral health support. This session will equip county leaders with the skills and knowledge necessary to identify signs of mental health and substance use challenges within the county workforce and discuss solutions, such as Mental Health First Aid, that will aid with talent retention.

Jul. 23
8:45 am to 10:00 am

Federal Policy Lightning Round Update: Outlook on the 118th Congress

Join NACo's Government Affairs staff for an update on the most pressing county issues in front of the 118th Congress and administration for the 2022-2023 term.

Jul. 23
8:45 am to 10:00 am

Identifying and Eliminating Racial and Ethnic Disparities in the Justice System

Counties are pursuing efforts that often include understanding the drivers of inequities, examining baseline data, monitoring progress, funding community-led organizations and centering the voices of community members. In this session, attendees will learn about the strategies counties are using to achieve racial equity in the criminal legal system.

Jul. 23
8:45 am to 10:00 am

Leveraging Community Assets to Promote an Equitable Recovery in Rural America

All rural communities have assets that can lead to shared economic prosperity for their residents if appropriately leveraged. Participants in this session will learn about a new framework and tool for identifying assets and fostering economic prosperity in rural America. Rural counties from across the nation will also spotlight their experiences in leveraging assets for economic development.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 23
8:45 am to 10:00 am

Strategies for an Equitable Investment of Recovery Funds

As counties recover from the pandemic, there is a growing opportunity to leverage Recovery Fund dollars for an equitable recovery. Engage in a discussion about national investment trends, county solutions, challenges and strategies to foster recovery across all of our nation's communities.

Jul. 23
9:00 am to 12:00 pm

Exhibit Hall Open

Network, learn and discover new solutions for your county with over 100 different private, non-profit and government partners in NACo's Exhibition Hall.

Jul. 23
9:00 am to 12:00 pm

NACo Board of Directors Meeting

Jul. 23
10:30 am to 11:45 am

America Works: Investing Federal Funding in Community Workforce Development

For county leaders in the process of rebuilding and retraining local workforces impacted by COVID-19, the American Rescue Plan's Recovery Fund provides a key funding source. Other federal programs and provisions in ARPA, however, can be combined with the Recovery Fund to increase the impact of these investments. Learn about these various funding streams and how fellow county leaders are braiding them together to invest in connecting youth to jobs, retraining older workers, partnering with colleges, providing wraparound services through nonprofits and other key aspects of workforce development.

Jul. 23
10:30 am to 11:45 am

Celebrating County Opioid Litigation Wins and Planning for What's Next

In February 2022, drug manufacturer Johnson & Johnson and three major distributors (McKesson, Cardinal Health and AmerisourceBergen) finalized multi-litigant settlements over their roles in the opioid crisis. The $26 billion award was nearly doubled from the original base payout in large part due to the action and participation of local governments. This session will celebrate the role of counties in holding opioid manufacturers and distributors accountable and unveil new NACo resources for maximizing the use of these and other funds for opioid remediation.

Jul. 23
10:30 am to 11:45 am

Fostering Effective Intergovernmental Partnerships to Maximize Outcomes

Counties are leveraging partnerships across jurisdictional lines and levels of government to maximize the impact of ARPA resources. This session will provide a framework for fostering effective intergovernmental partnerships with key examples of those partnerships at work.

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Jul. 23
10:30 am to 11:45 am

Income for Life in Retirement

Nationwide's suite of In-Plan Guarantee solutions is an important part of the Nationwide Advantage, where needed retirement solutions are provided to our plan sponsors and participants that go above and beyond just record keeping services. Income America 5ForLife and Lifetime Income Builder are two of those solutions that plans can choose to provide Guaranteed Lifetime Income throughout a participant's retirement years. Learn how you and your employees can benefit from these Guaranteed Lifetime Income solutions.

Jul. 23
10:30 am to 11:45 am

Investing in Local Infrastructure: Tips for Leveraging Federal Funding

The Bipartisan Infrastructure Law (BIL) provides significant opportunities for counties, which own and operate a vast amount of the nation's infrastructure and annually invest $134 billion in the construction of infrastructure and the operation and maintenance of public works. Learn from county officials who have successfully obtained funding from past surface transportation laws on best practices to secure current BIL funding opportunities.

Jul. 23
10:30 am to 11:45 am

Proactive Leadership in Crisis: Supporting Your Community Through a Disaster

When disaster strikes, proactive leadership is crucial. Join this session to learn about best practices in crisis communication, coordination and control.

Jul. 23
10:30 am to 11:45 am

Supporting People with Opioid use Disorders Involved in the Justice System

Counties are implementing robust strategies and programs to address opioid and other substance use disorders in communities and local criminal justice systems using federal and state resources and opioid settlements. In this session, attendees will learn evidence-based strategies to prevent and treat opioid use disorders and hear about a new NACo resource to support these efforts.

Jul. 23
12:00 pm to 2:00 pm

NACo Achievement Awards Luncheon

Jul. 23
2:00 pm to 3:30 pm

Immigration Reform Task Force Meeting

The Immigration Reform Task Force will meet to discuss the latest developments on immigration reform and hear from federal guest speakers and experts on federal immigration policy.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 23
2:00 pm to 5:00 pm

Adams County Elections Administration Center

Jul. 23
2:00 pm to 5:00 pm

Colorado Air & Space Port

Jul. 23
2:00 pm to 5:00 pm

Gravel Roads Program

Learn how the Adams County Public Works Department's innovative Gravel Road Resurfacing Program used employee insight to create an internationally recognized new standard of paving that is both more durable and driver-friendly than traditional gravel roads.

Jul. 23
2:00 pm to 5:00 pm

International Economic Development Task Force Meeting/Tour at Colorado Air & Space Port

The International Economic Development Task Force will join the Colorado Air & Space Port tour for their meeting at the Annual Conference.

Jul. 23
2:00 pm to 5:00 pm

Riverdale Regional Park: Riverdale Animal Shelter, Veterans Memorial, Riverdale Golf Course

Adams County's Riverdale Regional Park combines indoor and outdoor space, recreation, nature, history and community in a unique park featuring Riverdale Golf Course and a network of park space and canals. Located within the park is Riverdale Animal Shelter, a county-run state-of-the-art facility for dogs, cats, small mammals and exotic animals. A new Veterans Memorial will open in Riverdale Park in 2022 with a life-size replica of the USS Colorado BB-45 battleship.

Jul. 23
2:15 pm to 3:30 pm

Community & Land-Use Planning to Build Wildfire-Resilient Counties

As devasting wildfires continue to impact communities across the nation, counties are uniquely positioned to take proactive steps in land-use planning and community engagement to mitigate wildfire damage and destruction. This educational deep dive will convene expert practitioners in wildfire planning and county leaders to share promising approaches and tools to help counties plan for and build more fire-adapted and fire-resilient landscapes and communities.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 23
2:15 pm to 3:30 pm

Economic Development Planning for Transformative Investments and Resilient Communities

County economic development planning is in the midst of a major transformation. Economic shocks from the pandemic and natural disasters, along with growing attention to diversity, equity and inclusion-focused programs, have prompted counties to consider expanded missions beyond job creation and business attraction. This workshop will provide insights on critical components of county economic development strategies and investments, including economic mobility, economic resilience, placemaking, and workforce development.

Jul. 23
2:15 pm to 3:30 pm

Framework for Advancing Diversity, Equity and Inclusion to Transform County Government

Counties play a critical role in building healthy and vibrant communities. The uneven impacts of the COVID-19 pandemic across different communities crystallized the disparities that can exist within a county. County leaders are well-positioned to resolve these disparities through the principles of diversity, equity and inclusion. By embracing these principles, county leaders create the conditions that allow all residents to reach their fullest potential. In this session county leaders will discuss how counties of all sizes can advance equity as employers, policymakers, investors and partners.

Jul. 23
2:15 pm to 3:30 pm

Integrating the National 988 Hotline and County Behavioral Health Continuums of Care

The National Suicide Prevention Lifeline phone number will transition to 988 on July 16th, 2022. This hotline is an integral element of crisis services and the behavioral health continuum of care, offering a critical entry point to local, community-based services to support recovery. Through investing in behavioral health services, counties can better serve residents, reduce reliance on the criminal legal system and direct valuable resources toward improving stability and health. In this session, attendees will hear from peers on lessons learned from implementing 988 and integrating this hotline into local behavioral health continuums of care.

Jul. 23
2:15 pm to 3:30 pm

NCCAE Business Meeting (Invitation Only)

Jul. 23
2:15 pm to 3:30 pm

Practical Policy Solutions to Promote Affordable Housing

As housing and rental prices continue to increase, significantly outpacing wage growth, solutions to create affordable housing within communities are increasingly important. Hear from scholars on specific public policy solutions based on local conditions that counties can implement to foster affordable housing and housing access.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 23
2:15 pm to 3:30 pm

Robert's Rule of Order: The Art of Running Efficient and Effective Meetings

Robert's Rules can help you run an efficient meeting. But how do you run an effective meeting? Learn the strategies for leading an engaging, energizing and productive meeting.

Jul. 23
6:00 pm to 8:00 pm

Arts & Culture Committee Reception (Invitation Only)

Members of the Arts and Culture Commission will gather for networking and an informal discussion on leveraging the creative arts as a driver in local communities. This reception is invite-only.

Jul. 23
7:00 pm to 9:00 pm

LUCC/RAC Reception (Invitation Only)

Sunday, July 24, 2022

Jul. 24
7:30 am to 8:30 am

Non-Denominational Worship Service

Jul. 24
8:00 am to 9:00 am

Policy Coordinating Committee Breakfast #3

Jul. 24
8:00 am to 9:15 am

Inclusive Civic Engagement to Create Thriving, Equitable Counties

This workshop will help county officials learn new techniques for engaging residents and other stakeholders in their counties to help solve problems and improve equity. Presentations will include an overview of the National Civic League's Civic Index, examples from counties and principles for achieving greater equity from a leading academic thinker. The National Civic League's Civic Index tool will be presented alongside examples of how counties have created stronger communities and ideas for building greater equity.

Jul. 24
8:00 am to 9:15 am

Mitigating the Negative Impacts of Natural Disasters

Join the Resilient Counties Advisory Board for this interactive learning experience. Attendees will participate in facilitated, small-group exercises and scenario planning activities to discuss roles and responsibilities during disasters; disaster communication practices; and DEI and 'whole community' considerations in emergency management and resilience planning.

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 24
8:00 am to 9:15 am

Navigating the Narrative: Telling the County Story in Changing Times

Join the National Association of County Information Officers for a dynamic session exploring communications strategies and tactics to tell your county story, especially how your county is investing resources from the American Rescue Plan. Explore tips to develop effective messaging and elevate awareness of your county's success stories, with a focus on media relations in counties of all sizes.

Jul. 24
8:00 am to 9:15 am

Sharing Data Across Justice and Behavioral Health Systems

Counties are sharing information across systems to identify and support community members with complex behavioral health conditions who frequently cycle through jails, emergency rooms, homeless shelters and other crisis services. In this session, attendees will learn how entities can share behavioral health and justice data to improve cross-system care coordination and individual outcomes.

Jul. 24
8:00 am to 9:15 am

Sports Arenas and Entertainment Centers: How Counties Can Effectively Manage Public Facilities

Across the country, counties are owners and stakeholders in large public facilities such as athletic stadiums, convention centers, performing arts centers and more. Financing and management of these facilities present both economic opportunities and challenges. Join this session to learn strategies from experts and county leaders about avoiding pitfalls and maximizing benefits of these facilities.

Jul. 24
8:00 am to 9:15 am

The Value of County Management: Increasing Administrative Efficiency in County Government

County administrators play a major role in overseeing daily operations. This session will highlight who county administrators are, what they do and how this position can increase administrative efficiency. Session participants will hear from county leaders who have successfully integrated the administrator role and learn more about how it has positively impacted their ability to serve residents and enhance operations.

Jul. 24
9:30 am to 11:45 am

NACo Annual Business Meeting & Election

Jul. 24
12:00 pm to 12:45 pm

Central Region Caucus Meeting

Jul. 24
12:00 pm to 12:45 pm

Northeast Region Caucus Meeting

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

Jul. 24
12:00 pm to 12:45 pm
South Region Caucus Meeting

Jul. 24
12:00 pm to 12:45 pm
West Region Caucus Meeting

Jul. 24
2:00 pm to 3:30 pm
General Session

Jul. 24
3:45 pm to 4:15 pm
NACo New Board Of Directors Of Organizational Meeting

Jul. 24
6:00 pm to 9:30 pm
NACo Closing Celebration Event

Attachment: 2022 NACo Annual Conference & Exposition _ NACo (8362 : Authorize out of State Travel)

COUNTY OF COLUSA, CA

12.1

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: County Counsel

FROM: Ann Nordyke

SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

12.2

Request For County Board of Supervisors Action

MEETING DATE: May 10, 2022

DEPARTMENT: County Counsel

FROM: Patricia Rodriguez

SUBJECT: Sitting as the Colusa County Air Pollution Control District CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk