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

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

COLUSA COUNTY
Board of Supervisors

Agenda

April 27, 2021

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

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

NOTE: Those who are in a high risk category for severe illness from COVID-19 who need a reasonable accommodation to participate in the meeting via teleconference, pursuant to the Governor's Executive Order N-29-20 dated March 17, 2020 may use teleconferencing as follows:.

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

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Conference Code: **401978 (Please mute your phone when you are not speaking)**
DO NOT PUT YOUR PHONE ON HOLD

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 **3 minutes each**. **Note:** No Board action shall be taken on comments received.

If you are attending via teleconference and would like to participate in the Public Comment portion of the meeting, or comment on a specific agenda item you can do so by **texting 530-501-3309** with your NAME and the Clerk will notify the Chair that you would like to comment. **Please wait for the Chair to recognize you before speaking**. *Remember to unmute your phone to speak.*

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report of April 13, 2021 Closed Session
- Announcement of Closed Session

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

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

CONSENT AGENDA

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

1. BOARD OF SUPERVISORS
Approve the April 13, 2021 Board of Supervisors meeting minutes.

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

3. AG COMMISSIONER/TRAPPER
Approve the Financial Plan for Wildlife Services (Trapper) with **USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS),** effective July 1, 2021.

4. AG COMMISSIONER
Approve annual agreement with **California Crop Improvement Association,** for services related to seed certification, effective July 1, 2021 and authorize the Agricultural Commissioner to sign on behalf of the County.

5. AG COMMISSIONER/MIGRANT FARM HOUSING
Ratify MOU with **Valencia Branch Lab (VLB**), to provide a COVID Testing site at the Williams Migrant Farm Housing Center from April thru October 2021.

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

7. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve the Colusa County System Improvement Plan (SIP) for Child Welfare Services in compliance with Assembly Bill 636.

8. SHERIFF
Approve cooperation letter of Agreement (Number 2021-10) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2020, and authorize the Sheriff to sign the agreement and related supporting documents.

9. SHERIFF
Approve Modification No. 001 (Exhibit A) and Modification No. 02 (Exhibit B) with **United States Department of Agriculture, Forest Service, Mendocino National Forest,** for the annual operating and financial plan agreement to Cooperative Law Enforcement Agreement No. C21-025.

10. CLERK RECORDER/ELECTIONS
Adopt a Resolution authorizing the implementation of requests from the Colusa County Water District, Arbuckle Public Utility District, Arbuckle Parks and Recreation District, Bear Valley-Indian Valley Fire Protection District and Glenn-Colusa Fire Protection District to move board elections from odd, to even numbered years.

11. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve 3rd Modification to contract with **1st Choice DBE, Inc.** for County Surveyor Services.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES
1. Approve a Step 4 appointment for Jenifer Jacobsen, Human Resource Technician, CNF Range 23, $3,908 per month, effective her date of hire. **(4/5th vote required)**

V. AUDITOR
1. Approve Special Claims.

VI. PURCHASING AND PROCUREMENT/SHERIFF
1. Find that competitive bidding will not be effective for the County and approve the purchase and installation of equipment to outfit 4 new patrol vehicles and one new covert/unmarked unit for the Sheriff's Office from Sutter Buttes Communications, Inc. and authorize the Purchasing Agent to issue purchase order.

VII. HEALTH & HUMAN SERVICES/WELFARE ADMINISTRATION
1. Presentation, discussion and possible direction to staff to proceed in the development of an agreement with Regional Housing Authority.

VIII. BEHAVIORAL HEALTH
1. Adopt Resolution Opting Out of Providing Assisted Outpatient Treatment (AOT), as authorized under Welfare and Institutions Code section 5349 (AB 1976.)

IX. COMMUNITY DEVELOPMENT DEPARTMENT/WATER MANAGEMENT
1. Receive presentation on Groundwater Sustainability Plan Draft Chapters.

2. Consider sealed proposals and possible oral bids and approve contract(s) for the temporary sale and transfer of County's contract Central Valley Project water.

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. CLOSED SESSION/COUNTY COUNSEL

1. Public Employment
   California Government Code 54957 (b)(1) Behavioral Health Director

2. Public Employment
   California Government Code 54957 (b)(1) County Counsel

ADJOURN

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

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

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

COUNTY OF COLUSA, CA **1.1**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Ann Nordyke**

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

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

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

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**April 27, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the April 13, 2021 Board of Supervisors meeting minutes**

Approve the April 13, 2021 Board of Supervisors meeting minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

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

ATTACHMENTS:

- 04-13-21 Minutes (PDF)

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

Minutes

April 13, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 13th day of April 2021 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, Daurice K. Smith, Gary J. Evans, J. Merced Corona, and Denise J. Carter.

Present: David Prentice, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Greg Plucker, Community Development Department.
Elizabeth Kelly, Health and Human Services Department.
Mike Azevedo, Public Works Department.
Kaline Moore, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Noel O'Neill, Bonnie Briscoe, Audrey Uhring, Jeannie Scroggins, Behavioral Health Department.
Neil Cotter, Jose Ruiz, Kane Lausten, Michael Bradwell, Sheriff's Office.
Arnie Gross, Assessor's Office.
Jim White, Friends of the Colusa County Library.
Denise Conrado, Colusa City Council.
Lewis Bair, Sac River West Side Levee District.
Jeff Sutton, Tehama Colusa Canal Authority.
Diana Martin, Colusa citizen.
Susan Meeker, Pioneer Review.

Present via Teleconference: Thad Bettner, Glenn Colusa Irrigation District.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. White states that the Friends of the Colusa County Free Library is holding their "May Surprise" wine tasting event on Saturday, May 1, 2021. He further states that he appreciates the continued generosity and support from the Supervisors for this eve

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

Ms. Martin states that she has concerns with the existing Animal Shelter and suggests the Board consider a portable for additional space.

Ms. Tyler states that she is aware of her concerns and due to the pending jail project, they are unable to place new structures on the parcel without risks of causing further delay to the project. She further recommends Ms. Martin speak to the Assistant Sheriff after the meeting for further information.

REPORT OUT OF MARCH 30, 2021 CLOSED SESSION

1. LIABILITY CLAIM

California Government Code section 54956.95
Claimant: Kelly McDowell.
Counsel states the Board unanimously rejected the claim.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session item as follows:

1. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION California Government Code section 94956.9(h).

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly.

II. STAFF REPORTS

Ms. Church announces the following individuals received Kudo cards for the month of March as follows:

EMPLOYEE	DEPARTMENT
Michelle Savage	Assessor
Andrea Navarro	Auditor - Controller
Brittany Wheeler	Auditor - Controller
Amanda Davis	BHS
Bonnie Briscoe	BHS
Graciela Alvernaz	BHS
Jeannie Scroggins	BHS
Jennifer McAllister	BHS
Maribel Villasenor	BHS
Mark McGregor	BHS
Paul Billeci	BHS
Shannon Piper	BHS
Tomika Arce	BHS
Veronica Lara (2)	BHS
Veronica Vazquez	BHS
Yolanda Martinez de Sigala	BHS
Amandeep Kaur	DHHS

The card selected for a $25.00 gift certificate to a Colusa County vendor for March is Amandeep Kaur.

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

Ms. Church provides an update on items pertaining to Human Resources including recruitments, position revisions and the rewrite of Chapter 45, which she anticipates will be presented to the Board in May. She further states that she is also developing changes to evaluations and new trainings for Supervisors.

Mr. O'Neill provides an update on items pertaining to Behavioral Health including programs that need expansion and increased assistance. He further states that he is working with the local housing authority to identify solutions for affordable housing.

Mr. Azevedo states that East Park Reservoir opened on April 9, 2021 and water levels are low. He further states that the Lantern Festival was successful and the vendor plans to continue using the venue for its events.

Ms. Tyler states that there was a meeting held with the hospital and law enforcement regarding crisis services, and there will be information before the Board soon.

Chair Evans states there is an Addendum to the Agenda and the item will be placed on the Agenda before Supervisors Reports.

CONSENT AGENDA

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

Chair Evans pulls Consent Item No. 8 to be considered separately.

Approve Consent Agenda Items No.'s 1 through 7 and 9 through 17.

1. BOARD OF SUPERVISORS
Approve the March 30, 2021 Board of Supervisors meeting minutes.

2. HEALTH AND HUMAN SERVICES/HEALTH DEPARTMENT
Approve Subcontract No. **C21-047** (Agreement No. 20-022) Amendments 1 and 2 with the **California State University, Chico Research Foundation** for Senior Nutrition Program funding and authorize County Administrative Officer to sign.

3. SHERIFF/OES
Approve Community Power Resiliency Allocation (CPRA) Spending Plan and authorize the Sheriff to spend funds from FY 2020 CPRA, pre-awarded by CalOES.

4. SHERIFF
Approve Contract No. **C21-048,** Memorandum Of Understanding (MOU) with the **State of California Campaign Against Marijuana Planting (CAMP)** program, effective July 1, 2021 and authorize the Sheriff to sign.

5. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Contract No. **C21-049** with the **California Department of Social Services** for Child and Family Service Reviews and Quality Assurance.

6. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Contract No. **C21-050**, Sub-recipient Agreement with **Glenn County** for

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

Emergency Solutions Grant - Coronavirus Funds effective December 24, 2020 and authorize County Administrative Officer to sign.

7. AG COMMISSIONER
Approve Contract No. **C21-051**, agreement with **The Regents of the University of California** for trapping of Invasive Shot-Hole Borers, effective date of signing.

9. PURCHASING AND PROCUREMENT/MENTAL HEALTH
Approve Contract No. **C21-052,** Second Modification to **Restpadd Health Corporation, LLC,** for hospital-based psychiatric inpatient services.

10. APPOINTMENT/LOCAL CHILD CARE PLANNING COUNCIL
Appoint Kim Owens to the Colusa Local Child Care Planning Council as a Community Representative to fill an unexpired term, effective April 13, 2021 through March 23, 2022. **(Application received: Kim Owens)**

11. APPOINTMENT/AIRPORT ADVISORY COMMITTEE
Appoint John Hamill to the Colusa County Airport Advisory Committee to fill an unexpired term, effective April 13, 2021 through August 31, 2021. **(Application received: John Hamill)**

12. APPOINTMENT/WATER WORKS DISTRICT NO. 1
Appoint Jose Humberto Navarro (Dist. 2) to the Colusa County Water Works District #1, to fill an unexpired term, effective April 13, 2021. **(Applications received: Jose Humberto Navarro)**

13. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve Contract No. **C21-053**, First Modification adding Task No. 5 to contract PC20-117 with **Helix Environmental Planning, Inc.** to perform cultural resources consulting for the Finks Road Bridge Project.

14. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Approve Contract No. **C21-054**, Fourth Modification to **Aircon Energy, Inc**. for energy services design and installation.

15. COUNTY ADMINISTRATIVE OFFICE/PUBLIC WORKS
Ratify Contract No. C21-039 with **George Reed, Inc.** for Emergency Repair Work on Maxwell Road.

16. PURCHASING AND PROCUREMENT/SHERIFF
Approve Contract No. **C21-055**, License and Service agreement with **Tyler Technologies** for civil process software.

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

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

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

Chair Evans makes time for Consent Item No. 8.

8. BEHAVIORAL HEALTH

Approve Contract No. **C21-056** with the **44th District Agricultural Association** as amended and presented at the meeting for a car show event hosted by Safe Haven and Behavioral Health at the Colusa County Fairgrounds and authorize the County Administrative Officer to sign.

Comments received by Ms. Tyler.

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

Chair Evans makes time for the presentation of a Proclamation proclaiming April 2021 as Child Abuse Prevention Month and reads same into the record as follows:

"PROCLAMATION OF THE COLUSA COUNTY
BOARD OF SUPERVISORS DECLARING APRIL 2021 AS CHILD ABUSE
PREVENTION MONTH

WHEREAS, the tragedy of child abuse and neglect affects every community in California and touches the lives of far too many citizens regardless of cultural, ethnic, religious or socioeconomic level; and

WHEREAS, the threat to our children's welfare is demonstrated by steady increases in the number and in the seriousness of reported cases of child abuse and neglect; and

WHEREAS, if our children are to become productive adults, they should have the right to a childhood free from neglect, physical abuse, sexual molestation and exploitation; and

WHEREAS, it is recognized that primary prevention programs designed to work with children themselves, their parents, and care givers within the community are successful in preventing first time abuse situations; and

WHEREAS, early identification and intervention are essential to successfully interrupting the generational cycle of abuse and neglect. Collaboration among professionals, concerned parents, volunteers and policy makers can help to reduce the level of child abuse and neglect in our communities; and

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

WHEREAS, dedicated volunteers and professionals are working to decrease the incidence of child abuse through prevention programs and coordination among agencies delivering services to child abuse victims and their families; and

WHEREAS, the observance of Child Abuse Prevention Month provides an excellent opportunity for all citizens to reflect on this tragic crime, while rededicating themselves to taking an active role in child abuse prevention activities in their community.

NOW, THEREFORE, BE IT PROCLAIMED that the Colusa County Board of Supervisors declare April 2021 as Child Abuse Prevention Month in the County of Colusa and encourages all residents to join with local community efforts in keeping all children "SAFE, STRONG AND FREE".

PASSED AND ADOPTED this 13th day of April 2021."

IV. CHILD ABUSE PREVENTION COUNCIL

1. Adopt a Proclamation declaring the month of April 2021 as Child Abuse Prevention Month.

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

V. AUDITOR

1. Approve Special Claims as follows:

Claim #	Fund/Department	Vendor	Amount
643149	ROAD	CONVERSE CONSTRUCTION INC.	$16,947.55

Comments received by Ms. Tyler.

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

VI. COMMUNITY DEVELOPMENT DEPARTMENT/WATER MANAGEMENT

1. Receive Report on local water management matters.

Comments received by Mr. Plucker, Lewis Bair, Jeff Sutton, and Thad Bettner.

VII. BOARD OF SUPERVISORS/COUNTY ADMINISTRATIVE OFFICE

1. Appoint members to Ad Hoc Committee for Negotiation of Tax Share Agreement with City of Colusa for Annexation of 12.83 acres at 1425 Fifth Street (Cheney/Wilson subdivision).

Comments received by Ms. Tyler.

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

Chair Evans appoints himself and Supervisor Boes to serve on the Tax Share Ad-hoc Committee to work on an agreement with the City of Colusa (Cheney/Wilson subdivision), and will consult with staff as necessary.

VIII. HUMAN RESOURCES

1. Approve a Step 6 appointment for Bob Buckner, Assistant Assessor, MGT Range 24, $7,914 per month, effective his date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

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

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Corona

Meetings/functions attended:

- LAFCo meeting
- Board Safety training
- Soldier Memorial meeting
- 4-Wheeler Issues
- Neighbor Harrassment Issues
- Abandoned Vehicles Issues

Supervisor Carter

Meetings/functions attended:

- Board Safety training
- LAFCo meeting
- Sac Valley Basinwide Air Pollution Control Council meeting
- CSAC Rural Caucus COVID working group meetings
- Colusa Groundwater Authority meeting
- Community Food Distribution at Woodland Community College

Supervisor Smith

Meetings/functions attended:

- Transportation and Transit meeting
- CEDC meeting
- One Stop meeting
- Board Safety training

Supervisor Boes

Meetings/functions attended:

- Transportation and Transit meeting
- Board Safety Training
- LAFCo meeting
- Williams City Council meeting
- Karen's House meeting
- Regional Housing Authority meeting
- Soldier Memorial meeting

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

Supervisors Evans
Meetings/functions attended:
Sites meetings
Agenda Review
Board Safety training
Transportation and Transit meeting
Lantern Festival

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states that another rural county has expressed interest in joining SB79, the request to abolish the Road Commissioner position. She further states that the County's Lobbyists are meeting with the Senate Transportation Commission Staff to discuss the issue further.

Supervisor Boes states there is a court case in Los Angeles County regarding IHHS workers and overtime, which could affect Colusa County.

Ms. Kelly states she will look into the issue further.

Supervisor Smith inquires as to any action taken regarding "Broadband For All", which is sponsored by Assembly member Cecelia Aguiar-Curry.

Supervisor Boes states he's requested information from Aguiar-Curry's staff and hasn't received details.

Chair Evans declares a recess at 10:57 a.m. to convene in Closed Session.

XI. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION. California Government Code section 94956.9(h).

Chair Evans adjourned Closed Session at 11:26 a.m. to reconvene in Regular Session on April 27, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 04-13-21 Minutes (6513 : Approve the April 13, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Treasurer's Monthly Investment Report**

Accept March 2021 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- March 21 Treasurer's Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 04.27.21
AS OF 03.31.21

SBA	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
SBATotal	-				-	-	-	-		-	0.00		0.0%
AGENCY BONDS													
Agency Total	-					-		-		-	0.00		0.0%
MUNICIPAL BONDS													
574348CB2	547,904.85	0.67%	0.881%	547,904.85		545,000.00		545,000.00	06/01/23	545,899.25			
574348CC0	705,005.00	0.87%	1.075%	705,005.00		700,000.00		700,000.00	06/01/24	700,252.00			
574348CD8	707,917.00	1.02%	1.275%	707,917.00		700,000.00		700,000.00	06/01/25	696,794.00			
797299LXO	699,030.18	0.85%	3.640%	698,221.80		615,000.00		615,000.00	10/15/25	680,860.35			
260888AD4	402,096.00	0.87%	0.972%	402,096.00		400,000.00		400,000.00	06/01/26	390,992.00			
130179KW3	887,293.42	1.51%	3.181%	878,528.00		800,000.00		800,000.00	04/01/27	839,472.00			
899141BB0	698,077.05	1.18%	2.713%	693,578.75		635,000.00		635,000.00	05/01/27	666,178.50			
260888AE2	606,030.00	1.20%	1.367%	606,030.00		600,000.00		600,000.00	06/01/27	583,758.00			
13067WRG9	5,602,036.25	1.58%	1.409%	5,581,212.80		5,660,000.00		5,660,000.00	12/01/29	5,443,505.00			
79771FBP1											993.85	12.24.20	
79771FAY3											2,708.80	12.24.20	
79771FAF4											3,082.00	12.24.20	
UKIAH BOND (4)	sold position prior to taking possession										19,007.60	12.17.20	
Municipal Total	10,855,389.75			10,820,494.20		10,655,000.00		10,655,000.00		10,547,711.10			
Grand Total	**10,855,389.75**			**10,820,494.20**	-	**10,655,000.00**	-	**10,655,000.00**		**10,547,711.10**	**25,792.25**		10.1%
Interest Liability	(34,895.55)												
NET BOOK	10,820,494.20											Unrealized	
											(272,783.10)	Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	65,881.82	0.410%	0.344%	
REC DIST 108	15,182.05	0.410%	0.344%	
REC DIST 1004	-	0.410%	0.344%	
COUNTY	61,900,000.00	0.410%	0.344%	
CCOE	33,700,000.00	0.410%	0.344%	
TOTAL LAIF	95,681,063.87			
CASH	1,362,592.44			88.7%
TOTAL LIQUID	97,043,656.31		**89.94% Liquidity**	1.3%
GRAND TOTAL	107,899,046.06			100.0%

INTEREST RECEIVED

Jan-Feb-March 2021	164,228.17	3/31/2021	Est. 0.4%
Oct-Nov-Dec 2020	199,902.21	12/31/2020	0.74%
July-Aug-Sept 2020	448,059.44	9/30/2020	1.87%
April-May-June 2020	390,780.16	6/30/2020	1.55%
Jan-Feb-March 2020	1,156,018.35	3/31/2020	4.55%
2019	2,191,484.23	12/31/2018	1.96%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 89.93%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **Approve the Financial Plan for Wildlife Services**

Approve the Financial Plan for Wildlife Services (Trapper) with **USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)**, effective July 1, 2021.

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 2021/22 is for $77486.00. The County will be invoiced quarterly by the USDA-APHIS for actual cost incurred, but not to exceed $77,486.00.

Prior Board Action

On April 4, 2018 the Board approved the 5 year Cooperative Services Agreement (C18-046).

Fiscal Impact/Funding Source

Budgeted (00101-2080-55280) Not to exceed $77,486.00.

Action for the Clerk

Obtain signatures on 3 originals and mail to:

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

ATTACHMENTS:

- 21 22 Wildlife Services (PDF)
- 18 23 Wildlife Services 5 year (PDF)

APHIS-WS Agreement Number: 21-73-06-0250-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0111

COLUSA COUNTY
FINANCIAL PLAN
July 1, 2021 through June 30, 2022

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 $77,486.00 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	$	51,190.00
Travel	$	609.00
Vehicles	$	6,094.00
Other Services	$	-
Supplies and Materials	$	1,524.00
Equipment	$	1,524.00
Subtotal (Direct Charges)	$	60,941.00
Pooled Job Costs	11.00%	$ 6,703.00
Indirect Costs	16.15%	$ 9,842.00
Aviation Flat Rate Collection		$ -
Agreement Total	$	77,486.00

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: 21 22 Wildlife Services (6473 : 21/22 Wildlife Services Agreement)

APHIS-WS Agreement Number: 21-73-06-0250-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: 21 22 Wildlife Services (6473 : 21/22 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: 18 23 Wildlife Services 5 year (6473 : 21/22 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: 18 23 Wildlife Services 5 year (6473 : 21/22 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: 18 23 Wildlife Services 5 year (6473 : 21/22 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: 18 23 Wildlife Services 5 year (6473 : 21/22 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. [illegible] — 4/17/18

County Representative — Date

Title: Board Chair

Attachment: 18 23 Wildlife Services 5 year (6473 : 21/22 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: 18 23 Wildlife Services 5 year (6473 : 21/22 Wildlife Services Agreement)

Health Inspection Service
(APHIS) Wildlife Services (WS)

4/17/18
AG Commissioner

Attachment: 18 23 Wildlife Services 5 year (6473 : 21/22 Wildlife Services Agreement)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

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, 2021 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 2021/22 in the amount of $6,044.00.

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 $6,044.00 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:

- 21 22 CCIA (PDF)

AGREEMENT BETWEEN
CALIFORNIA CROP IMPROVEMENT ASSOCIATION
and
AGRICULTURAL COMMISSIONER, COLUSA COUNTY

THIS AGREEMENT shall be effective the first day of July 1, 2021, 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 $3,022.00 after July 1, 2021 and within 30 days of receipt of the signed agreement from the Commissioner.

On or before February 1, 2022, the Commissioner shall invoice CCIA for the remaining amount not to exceed $3,022.00 and CCIA shall pay said amount no later than March 30, 2022 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 $6,044.00 during the term of this Agreement.

4. Term/Termination. The term of this agreement shall be for the period commencing July 1, 2021, and terminating June 30, 2022.

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: 21 22 CCIA (6493 : 21/22 CCIA)

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: 21 22 CCIA (6493 : 21/22 CCIA)

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: 21 22 CCIA (6493 : 21/22 CCIA)

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: ccag@countyofcolusa.org

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: _____
John C. Palmer, 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: 21 22 CCIA (6493 : 21/22 CCIA)

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: 21 22 CCIA (6493 : 21/22 CCIA)

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: 21 22 CCIA (6493 : 21/22 CCIA)

ATTACHMENT B

California Crop Improvement Association Logo





Attachment: 21 22 CCIA (6493 : 21/22 CCIA)

Attachment: 21 22 CCIA (6493 : 21/22 CCIA)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE:	**April 27, 2021**
DEPARTMENT:	**Ag Commissioner**
FROM:	**Maria Allen**
SUBJECT:	**Valencia Branch Lab MOU for COVID Testing Site at the Williams Migrant Housing Center**

Ratify MOU with **Valencia Branch Lab (VLB**), to provide a COVID Testing site at the Williams Migrant Farm Housing Center from April thru October 2021.

Detailed Description/Background of request

The State of California has opened the new Valencia Branch Laboratory (VBL) with the goal of dramatically increasing daily COVID-19 testing by another 150,000 tests per day with a rapid turnaround time of under 48 hours from the time the lab has received the tests.

This program is offered to community organizations that would like to expand their COVID-19 testing efforts. The State of California is providing tests kits, registration software, test processing, and technical assistance. The County is responsible for providing PPE for the testing site, on-site logistics, conduct community outreach and provide staff to for onsite logistics including supervise self-administered nasal swabs, package and ship samples.

This program aims to make it easer to start a testing program, ensure timely results and remove barriers in an organized, cost-effective and efficient manner.

The CAO has already signed the MOU so that the testing processes could be underway at the time the Williams Migrant Center was to open.

Prior Commission Action

This is a new program to the County. No prior actions have been taken.

Fiscal Impact/Funding Source

Existing Migrant Housing staff will provide the on-site logistical support. DHHS will assist when available and necessary.

Action for the Clerk

ATTACHMENTS:

- MOU - 1-15-21_V2 (PDF)

Memorandum of Understanding
Of guidelines for local entities and community groups who would like to send collected samples to the CDHP Valencia Branch State Public Health Laboratory for COVID-19 testing

Attachment: MOU - 1-15-21_V2 [Revision 1] (6507 : Valencia Branch Lab MOU - COVID Testing at Migrant Housing Center)

Recitals

A. WHEREAS, California is facing a pandemic arising from the spread of the novel coronavirus (COVID-19), including an anticipated surge in the number of people in California who are infected and have COVID-19 (the "Pandemic");

B. WHEREAS, in response to the Pandemic, the Governor issued a Proclamation of State of Emergency dated March 4, 2020 and Executive Order (EO) N-25-20 dated March 12, 2020, and subsequent Executive Orders (collectively, and as may be further expanded from time to time, the "Emergency Declaration and Executive Order"), and the State Public Health Officer has issued State Public Health Officer Orders;

C. WHEREAS, all agencies of the state government are required to perform any and all activities consistent with the direction of the State, pursuant to the Emergency Declaration and Executive Order;

D. WHEREAS, the California Department of Public Health (CDPH) has determined that the capacity to test and the wait time for results has been significantly affected due to supply chain issues;

E. WHEREAS, The CDPH Testing Taskforce has determined that increased testing and results response time is key to combating COVID;

F. WHEREAS, the State of California, through CDPH Agreement 20-10586, has contracted with PerkinElmer in order to expand the State's capacity to respond to the Pandemic by providing laboratory equipment, software, and supplies necessary to increase capacity for laboratory testing of SARS-CoV-2, all equipment utilized for this agreement is proprietary;

G. WEREAS, PerkinElmer has received emergency use authorization by the federal Food and Drug Administration for its "PerkinElmer New Coronavirus Nucleic Acid Dection kit" which tests for SARS-CoV-2 in any individual, including individuals without symptoms or other reasons to suspect COVID-19 infection.

H. WHEREAS, PerkinElmer, has contracted with Color to provide a software platform in order to help enable individuals to access SARS-CoV-2 testing and provide local entities and community groups and easy to use system for managing the data associated with sample collection, including registration, intake, and results reporting, and such software platform utilized for this agreement is proprietary;

I. WHEREAS, CDPH’s Valencia Branch State Public Health Laboratory, which is licensed as "CDPH Branch Laboratory" has been created to provide essential laboratory testing of specimens for SARS-CoV-2, and the State has contracted with PerkinElmer to run those tests at CDPH’s Valencia Branch State Public Health Laboratory;

J. WHEREAS, the State of California through CDPH Agreement 20-10727 has contracted with Color in order to expand the State's capacity to respond to the Pandemic by providing sample collection kits and shipping materials to help increase capacity for sample collection for SARS-CoV-2 in sites throughout the State;

K. WHEREAS, local entities and community groups who would like to send collected samples to the CDPH's Valencia Branch State Public Health Laboratory for SARS-CoV-2 testing may do so upon agreeing to comply with the terms, conditions and requirements set forth in this Memorandum of Understanding.

L. WHEREAS, the local entity or community group signing below as Provider (Provider) desires to send collected samples to the CDPH's Valencia Branch State Public Health Laboratory for SARS-CoV-2 testing and hereby enters into this Memorandum of Understanding to agree to comply with the terms, conditions and requirements set forth herein.

1. Term

A. The term of the Agreement shall be from the date of execution (the "Effective Date") until thirty (30) days after the lifting of the declaration of the COVID-19 state of emergency

B. In addition to any other provisions of this Agreement, either party may terminate this agreement or cancel a portion of the service for any reason with thirty (30) days written notice.

2. Service Overview

The Provider shall comply with the scope, the terms, conditions and requirements set forth herein for the laboratory testing of samples by the CDPH's Valencia Branch State Public Health Laboratory for SARS-CoV-2, and with the requirements and system developed by PerkinElmer, either itself or through its subcontractors, for participant registration, specimen labelling, packaging, handling and transportation, and results return, incorporated herein.

3. Service Location

The services shall be performed at CDPH's Valencia Branch State Public Health Laboratory located at 28454 Livingston Avenue, Valencia, CA 91355.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Sabel Davis Telephone: 916-865-8717 E-mail: sabel.davis@cdph.ca.gov	**Provider:** Williams Migrant Housing Center **Contact manager:** Anastacia Allen **Telephone:** 530-458-0580 **Fax:** 530-458-5000 **E-mail:** mallen@countyofcolusa.com

Attachment: MOU - 1-15-21_V2 [Revision 1] (6507 : Valencia Branch Lab MOU - COVID Testing at Migrant Housing Center)

B. Direct all inquiries to:

California Department of Public Health **Testing Task Force** **Attention:** Sabel Davis **Telephone:** 916-865-8717 **E-mail:** testing.taskforce@state.ca.gov	**Provider name:** Williams Migrant Housing C **Section or Unit:** **Attention:** Anastasia Allen **Street address** 100 Sunrise Blvd., Ste F, Colusa, CA 95932 **Telephone:** 530-458-0580 **Fax:** 530-458-5000 **E-mail:** mallen@countyofcolusa.com

5. Services to be Performed by CDPH's Valencia Branch State Public Health Laboratory

A. Laboratory testing of samples for SARS-CoV-2.

CDPH's Valencia Branch State Public Health laboratory shall perform laboratory testing of collected samples for SARS-CoV-2 using equipment and supplies provided by PerkinElmer on behalf of CDPH. PerkinElmer will operate the laboratory equipment to perform the testing for SARS-CoV-2 including, but not limited to, extraction of nucleic acids from samples, preparation of samples for reverse transcriptase polymerase chain reaction (RT-PCR), and running samples on a PCR machine to detect the presence of SARS-CoV-2.

Samples will be tested only for SARS-CoV-2, unless an Emergency Use Authorization is granted for a Flu pack including SARS-CoV-2, Influenza A, Influenza B, and RSV.

B. Management of participant registration data and delivery of test results

CDPH, via Color as its contractor under CDPH Contract 20-10727, will provide sample collection kits and shipping materials necessary for collecting samples at each testing site and shipping them to the laboratory based on requests made by the Provider and approved by CDPH.

PerkinElmer, via Color as its contractor, shall provide software to each Provider for participant registration, intake, and association of the participant file with the specimen on behalf of PerkinElmer and CDPH. PerkinElmer, via Color as its contractor, will provide each Provider user of the software with training materials and access to support for troubleshooting.

PerkinElmer, via Color as its contractor, agrees to notify patients that test results are available through SMS and/or email message, within 48 hours after the specimen to be tested is received at CDPH's Valencia Branch State Public Health Laboratory.

Attachment: MOU - 1-15-21_V2 [Revision 1] (6507 : Valencia Branch Lab MOU - COVID Testing at Migrant Housing Center)

PerkinElmer, via Color as its contractor, agrees to report test results to CDPH pursuant to 17 CCR 2505 within 48 hours after the specimen to be tested is received at CDPH's Valencia Branch State Public Health Laboratory.

C. Records

1. Provider must provide PE and CDPH with the relevant medical records and laboratory records of any and all samples sent to CDPH's Valencia laboratory for testing, and PE must maintain the records in accordance with CLIA and state lab laws.

6. Payment and Billing

Unless otherwise agreed to in writing, CDPH will be responsible for the costs for laboratory testing of collected samples at the Valencia Branch State Public Health Lab, and the parties will otherwise bear their own costs in providing services under this MOU. Nothing under this MOU precludes either party from seeking payment from health plans, insurers or other third-party payers ("Third Party Payers") for services rendered. It is the expectation of CDPH that Providers will not balance bill patients for amounts billed to but not paid by Third Party Payers.

The State intends to cover the costs of, and seek reimbursement for, all costs of lab processing at the Valencia Branch State Public Health Lab. The parties will bear their own costs in providing services under this MOU, unless otherwise agreed to in writing. Nothing under this MOU precludes either party from seeking payment from health plans, insurers or other third-party payers ("Third Party Payers") for services rendered. It is the expectation of CDPH that Providers will not balance bill patients for amounts billed to but not paid by Third Party Payers.

7. Provider's agreement and obligations to label, handle, package and provide transportation of the samples in compliance with PerkinElmer specifications

Providers agree to follow all requirements and instructions for collection, labelling, handling, packaging and transportation of the specimens (i.e., type of swabs, tubes, etc.) by Provider to CDPH's Valencia Branch State Public Health Laboratory as provided by PerkinElmer, CDPH or Color.

8. Indemnification

Provider agrees to indemnify, defend, and save harmless the State, PerkinElmer, Color, and their respective officers, agents and employees from any and all claims and losses accruing or resulting from Provider's breach of this Agreement, negligence, or willful misconduct

9. Confidentiality of Information:

Attachment: MOU - 1-15-21_V2 [Revision 1] (6507 : Valencia Branch Lab MOU - COVID Testing at Migrant Housing Center)

A. The Provider and its employees, agents, or subcontractors shall protect from unauthorized access, use, or disclosure names and other personally identifying information and/or protected health information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Provider, its employees, agents, or subcontractors as a result of services performed under this Agreement, except as required or permitted by state or federal law.
B. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
C. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering protected health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

10. Avoidance of Conflict of Interest by Provider:

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Provider, subcontracts, or employees, officers and directors of the Provider or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Provider to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
B. Conflicts of interest include, but are not limited to:

1. An instance where the Provider or any of its subcontractors, or any employee, officer, or director of the Provider or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
2. An instance where the Provider's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Provider will be given an opportunity to submit additional information or to resolve the conflict. A Provider with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating this Agreement. CDPH may, at its discretion upon receipt of a written request from the Provider, authorize an extension of the timeline indicated herein.

11. Intellectual Property

Attachment: MOU - 1-15-21_V2 [Revision 1] (6507 : Valencia Branch Lab MOU - COVID Testing at Migrant Housing Center)

CDPH, PerkinElmer, and Color retain all right, title and interest in and to their respective proprietary technology, processes, procedures and tools used to perform the services under this Agreement, and all intellectual property rights therein, including but not limited to all modifications, enhancements, improvements and derivative works thereto (collectively, the "IP"). No title to or ownership of the IP are transferred to the Provider in connection with this Agreement.

12. Dispute Resolution

Any dispute concerning a question of fact arising under the terms of this Agreement that is not disposed of within fifteen (15) calendar days by the Provider and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the designated representative for the Provider and the Deputy Director CDPH (or designated representative) for joint resolution.

13. Execution

This Memorandum of Understanding may be executed in counterparts with the same force and effectiveness as though executed in a single document. The parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the State.

In witness whereof, this memorandum of understanding has been executed by the parties hereto:

California Department of Public Health
By
Print name Sabel Davis
Title
Date

Provider
Print Provider's full legal name
By
Title
Date

Attachment: MOU - 1-15-21_V2 [Revision 1] (6507 : Valencia Branch Lab MOU - COVID Testing at Migrant Housing Center)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Human Resources**

FROM: **Ann Nordyke**

SUBJECT: **Revisit Resolution Establishing Temporary Personnel Policies**

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

Detailed Description/Background of request

On March 24, 2020 the Board adopted Resolution No. 20-008 Establishing Temporary Additional Personnel Policies for County Employees in response to issues related to the COVID-19 Pandemic. The temporary policies include the ability to telecommute in some instances, to borrow up to 80 hours of sick leave upon exhaustion of all leave, and modifies the requirement for physician's note for absences longer than 3 days. The paid administrative leave provision expired March 31st, and employees are now utilizing leave balances for absences.

On April 7, 2020 the Board made a minor change to the Resolution adding the following words in Section 4: "or are absent for any COVID-19 purpose"

On August 4, 2020 a change to the resolution was made pertaining to the hours of work limitation for extra-help employees. The 28-hour per week limitation for extra help employees was lifted for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

On August 18, 2020 the Board reconsidered/extended the resolution and added language to the resolution pertaining to bereavement leave for Colusa County Employees' Association (CCEA) employees.

On December 15, 2020 the resolution was modified to allow Department Heads to waive employee vacation accrual caps if the employee is unable to take time off due to COVID-19 related workload.

On January 5, 2021 the resolution was modified to ensure provision of continued paid administrative leave in light of the expiration of the FFRCA and SPSL on December 31, 2020.

On March 30, 2021 the resolution was modified to update the temporary policy in compliance with Labor Code section 248.2 significant new obligations related to the

provision of paid leave for reasons related to COVID-19.

Prior Board Action
April 13, 2021 reconsidered/extended Resolution with no changes.

March 30, 2021 reconsidered/extended Resolution update temporary policy in compliance with Labor Code section 248.2 significant new obligations related to provision of paid leave for reason related to COVID-19.

March 16, 2021 reconsidered/extended Resolution with no changes.

March 2, 2021 reconsidered/extended Resolution with no changes.

February 16, 2021 reconsidered/extended Resolution with no changes.

February 2, 2021 reconsidered/extended Resolution with no changes.

January 19, 2021 reconsidered/extended Resolution with no changes.

January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.

December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.

November 24, 2020 reconsidered/extended Resolution with no changes

November 10, 2020 reconsidered/extended Resolution with no changes

October 27, 2020 reconsidered/extended Resolution with no changes

October 13, 2020 reconsidered/extended Resolution with no changes

September 29, 2020 reconsidered/extended Resolution

September 15, 2020 reconsidered/extended Resolution

September 1, 2020 reconsidered/extended Resolution

August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.

August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

June 30, 2020 reconsidered/extended the Resolution 35 days

June 2, 2020 reconsidered/extended the Resolution

May 5, 2020 reconsidered/extended the Resolution

April 21, 2020 reconsidered/extended the Resolution

April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008

March 24, 2020 Resolution 20-008 was adopted

Fiscal Impact/Funding Source
Unknown at this time since COVID related expenses vary based on need.

Action for the Clerk
None

ATTACHMENTS:

- 20-008 Resolution Establishing Temporary Additional Personnel Policies (PDF)

RESOLUTION NO. 20-008

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ESTABLISHING TEMPORARY ADDITIONAL PERSONNEL POLICIES

WHEREAS, the world is experiencing a pandemic related to the COVID-19 (Corona Virus);

WHEREAS, the Governor of the State of California has declared a statewide emergency related to COVID-19;

WHEREAS, the United States Center for Disease Control, the California Department of Public Health, and the Governor have issued guidelines to help prevent the spread of COVID-19 (Guidelines);

WHEREAS, school districts in the County have temporarily suspended school or are engaging in on-line instruction in an effort to prevent the spread of COVID-19;

WHEREAS, school closures may potentially impact certain County employees to the extent they have to care for children who would normally be in school;

WHEREAS, the Board of Supervisors finds that it is in the best interest of the citizens and employees of the County to take temporary measures to help prevent the spread of COVID-19 and mitigate the impact on potentially affected employees.

NOW, THEREFORE, BE IT RESOLVED that the following temporary personnel policies are implemented:

1. Appointing authorities, with the concurrence of the County Administrative Officer (CAO) and the Human Resources Director, may in their discretion allow select employees to temporarily work remotely, to the extent those employees can remotely perform the essential functions of their job, and the remote work is consistent with issued Guidelines to prevent the spread of COVID-19;

2. Employees who have come into verifiable contact with COVID-19 and have been ordered by the Public Health Officer to self-quarantine, are following state orders to self-quarantine, or those employees who are ill or exhibiting COVID-19 symptoms, shall self-quarantine for the length of time ordered by the Public Health Officer, their doctor, State orders, or in the absence of any such direction until they have been cleared to return to work based on the return to work protocols set forth by the Human Resources Department in accordance with the Department Head Guidance. Employees who do not qualify to work from home under this resolution shall be required to use sick leave or vacation leave during the applicable period;

3. In the event of a COVID-19 workplace exposure, asymptomatic employees who have been identified as a "close contact" may receive, subject to the approval of the Human Resources Director, up to 10 working days of Paid Administrative Leave during their quarantine

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6515 : Revisit Resolution 20-008)

period. "Close contact" as used in this document means: an individual who interacted with a person who tested positive for COVID-19, and was in close proximity of less than 6 feet for a cumulative total of 15 or more minutes over a 24-hour period during the infectious period (48 hours prior to the onset of symptoms or a positive COVID-19 test);

4. Employees who have expended all their leave balances and who are required to self-quarantine or are absent for any COVID-19 related purpose may request to take leave without pay in accordance with existing County policy. Alternatively, the Board authorizes, subject to the approval of the County Administrative Officer and Human Resources Director in each case, the advancement of up to eighty (80) hours of sick leave, which will be made up by a percentage reduction in sick leave accruals over a 3 year period following the last advancement. Employees requesting a sick leave advancement are required to acknowledge in writing that any such advancement not made up during the term of their employment would constitute a debt owed the County and they further authorize the deduction from their final paycheck any monies due and owing the County upon ceasing County employment. Advances made under this resolution will be coordinated between the Payroll unit and the Human Resources Department;

5. Employees who are required to self-quarantine or shelter in place under an order by the Public Health Officer or the California Department of Health, or who due to a school closure or other event attributable to COVID-19 are required to remain at home to care for their child, will not be required to expend any accrued leave balances or suffer a loss in pay attributable to leave, during the month of March 2020.

6. Employees who are unable to work or telework due to a COVID-19 related quarantine, isolation period, vaccination, or illness involving themselves or a family member are entitled to COVID-19 supplemental paid sick leave, as set forth more specifically in California labor Code section 248.2.

7. Under these temporary policies and directives, the Human Resources Director to the extent permitted by law, may require the employee obtain medical or other factual certification supporting any remote work requests, leave requests, or leave advancements. Appointing authorities with the concurrence of the Human Resources Director and based on the facts and circumstances of any absence, may waive any requirement to provide a doctor's statement upon return to work under Colusa County Code section 45.8.5.9;

8. The Board of Supervisors will reconsider this resolution during each regularly scheduled Board meeting following adoption and absent further Board action this resolution and these temporary provisions will expire within thirty (30) days from enactment; and

9. The Human Resources Director, working through the County's labor negotiator, shall establish contact with the five bargaining unit representatives to assure labor concurrence or receive suggested modifications of these temporary policies. All personnel policies, rules, code provisions, or regulations not directly affected by this resolution shall remain in full force.

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6515 : Revisit Resolution 20-008)

10. The Human Resources Director, in consultation with the County Administrative Officer, may waive the 28-hour per week limitation for Covid-19 related extra help positions for any County department.

11. For CCEA employees eligible to take bereavement leave, the 30-day requirement to utilize the leave will be waived. Each occurrence will be considered on a case by case basis.

12. With the approval of the Department Head, an employee's vacation accrual cap may be waived if the employee is assisting with efforts to prevent the spread of COVID-19 and is unable to take time off.

PASSED AND ADOPTED this 30th day of March, 2021 by the following vote:

AYES: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, J. Merced Corona and Gary J. Evans.

NOES: None.

ABSENT: None.

Gary J. Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6515 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE:	**April 27, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**California – Child and Family Services Review Colusa County System Improvement Plan**

Approve the Colusa County System Improvement Plan (SIP) for Child Welfare Services in compliance with Assembly Bill 636.

Detailed Description/Background of request

Assembly Bill 636, Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcomes and Accountability Act of 2001 requiring the California Department of Social Services (CDSS) to establish the California Child and Family Services Review (C-CFSR) process to ensure County accountability and improve outcomes for children through the implementation of the core outcomes of the Federal CFSR. Colusa County's last System Improvement Plan (SIP) ended in June 2020. The County's current five-year cycle began with a County Self-Assessment (CSA) that was completed August 27, 2019 and our new SIP was due May 1, 2020. However, due to the COVID-19 pandemic, the due date was postponed.

The System Improvement Plan was created in collaboration with the Colusa County Probation Department, the California Department of Social Services and the Office of Child Abuse Prevention.

Prior Board Action

April 15, 2008- Board approved the Colusa County Self-Assessment

May 27, 2008- Board approved the Colusa County System Improvement Plan

June 2, 2015- Board approved the Colusa County Self-Assessment (Resolution 15-022)

November 17, 2015- Board revised the Colusa County Self-Assessment approval (Resolution 15-061)

Fiscal Impact/Funding Source

None

Action for the Clerk

Please obtain appropriate signatures, in blue ink, on two (2) copies of the California - Child and Family Services Review Signature Sheet. Forward one (1) to DHHS. Send one (1) copy and a certified board order to:

Children Services Outcomes and Accountability Bureau

Attention: Juliana Kier, Chief

Children and Family Services Division

California Department of Social Services

744 P Street, MS 8-12-91

Sacramento, CA 95814

ATTACHMENTS:

- Final Colusa County SIP (PDF)
- SIP_Signature_Sheet (PDF)
- CAPIT CBCAP PSSF Expenditure Worksheet1 (PDF)
- CAPIT CBCAP PSSF Expenditure Worksheet2 (PDF)

California - Child and Family Services Review

Colusa County
System Improvement Plan

MAY 1, 2020 – April 30, 2025

CDSS
CALIFORNIA
DEPARTMENT OF
SOCIAL SERVICES

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

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Introduction

The California Department of Social Services (CDSS) California-Child and Family Services Review (C-CFSR) process was created to include child protective services, foster care, adoption, family preservation, family support, and independent living.[1] The purpose of the C-CFSR is to significantly strengthen the accountability system used in California to monitor and assess the quality of services provided on behalf of children who experience maltreatment.[2]

Another purpose of this five-year System Improvement Plan (SIP) is to establish an operational agreement between CDSS, Colusa County Child Welfare Services (CWS), and Probation delineating how the county will improve the system of care for children and families.[3] This process values the principle that preventing child abuse and supporting families is a cost-effective strategy for protecting children, nurturing families, and maximizing the quality of life for California's residents[4].

The 2019 Colusa County Self-Assessment (CSA) C-CFSR planning team, stakeholders' group, and peer review participants identified the priority needs and outcome improvement goals for this SIP. Throughout this five-year process, Colusa County CWS and Probation will work in collaboration with their community and prevention partners to analyze strengths and needs from prevention through the continuum of care, including reviews of the current levels of performance, procedural and systemic practices, and available resources to maximize services to children and families in Colusa County.

The C-CFSR team collaborates with the Office of Child Abuse Prevention (OCAP) to ensure the continuous improvement of services provided to children receiving Title IV-B and Title IV-E child welfare funded services. The SIP outcome measures, systemic factors, and strategies will be integrated with OCAP programs: Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) funding and programs. The SIP is an obligation to implement specific measurable improvements and is not intended to be Colusa County's comprehensive child welfare plan. The SIP includes a coordinated service provision plan for how Colusa County will utilize prevention, early intervention and treatment funds (CAPIT/CBCAP/PSSF) to strengthen and preserve families, and to help children find permanent families when they are unable to return to their families of origin. The SIP is a flexible approach to planning for system change and may be adjusted to address ongoing barriers and challenges to completing strategies. The SIP is updated as necessary, but at least annually, to identify any changes that are made to the plan, to document completed activities and to describe

[1] Welfare and Institutions Code sections 10605,10605.1, and 10605.2; Government Code Section 30026.5
[2] All County Information Notice I-16-12
[3] California-Child and Family Services Review 12/21/12 v.8, p. 45
[4] http://calswec.berkeley.edu/peer-quality-case-review

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Colusa County's successes and barriers in reaching performance goals.

C-CFSR TEAM

As per AB 636, Colusa County Department of Social Services, Probation and the CDSS partnered together to plan, conduct and implement the Colusa County Self-Assessment and System Improvement Plan. The core planning team included the 1) social services director, program manager, and supervisor, 2) probation chief and supervisor, 3) consultants with the CDSS Outcomes and Accountability Consultant and the Office of Child Abuse and Prevention, and 4) staff from the University of California, Davis, Northern California Training Academy who were contracted to serve as consultants, facilitators and event coordinators.

CORE REPRESENTATIVES

As part of the CSA, Colusa County sought participation of key community stakeholders to discuss demographics, regional needs and resources, and individual areas of focus related to outcomes for children and families. This was accomplished through several activities including a Colusa County stakeholder meeting, August 27, 2019. Findings from the stakeholder meeting and focus groups are placed throughout the report. UC Davis facilitated the stakeholder meeting as well as the focus groups with the exception of the tribal focus group which CDSS facilitated. Participants were given a presentation on the demographics and outcome data for Colusa County and a brief overview of the day's event schedule. Small focus groups were conducted within the meeting on a range of pertinent topics: reentry and reunification, recurrence, probation, and collaboration.

All of the required core participants contributed to the Colusa CSA, along with a significant number of other recommended participants. The following stakeholders were invited to participate (*asterisk indicates in-person participation).

Name	Organization
Anthony Hall	Colusa County Behavioral Health
Arely Mendoza*	Colusa County Department of Health and Human Services-Child Welfare
Ashleigh R Belding	UC Davis Facilitator
Barbara Hankins	Colusa County Office of Education-school nurse
Benet Guidera*	Colusa County DHHS-Child Welfare RFA Worker
Betty Huson*	Williams Family Action Center
Bonnie Davies	Colusa County Department of Human Services Public Health
Brandon Kingsley	Colusa County Probation Department
Carissa Bowers*	Colusa CAPC Program Manager
Carmen Santana*	Colusa County Department of Health and Human Services-Child Welfare
Carol Geyer*	Pierce Unified Superintendent
Cathy Lopez	School Nurse, CCOE
Charlie Wright	Kletsel Dehe Band of Wintun Indians
Chris Liston	Colusa County District Attorney
Craig Cassetta*	California State Adoptions
Crystal Painter	Colusa County DHHS
Daniel Gomez	De he de Cahil Tribe
Danielle Padilla*	Colusa County Department of Health and Human Services-Child Welfare
Dave Salm	Colusa County District Attorney's Office
Dawn Gonzales*	California Tribal TANF Partnership Site Manager

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Denise Carter	County Board of Supervisors
Donna Dennis*	Colusa County DHHS-Child Welfare
Dwayne Newman	Colusa Unified School District
Edgar Lampkin*	Williams Unified School District
Elden Tamez	Colusa Police Department
Elizabeth Kelly	Colusa County Department of Health and Human Services-Director
Rachael Fritts	OCAP
Gary Evans	Colusa County Board of Supervisors
Gerry Munoz*	Colusa County Probation
Ginger Harlow	Colusa County Office of Education- First 5 Colusa
Greg Ponciano	Colusa City Council
Henry Franklin*	CDSS
Humberto Guzman	Colusa County Probation Department
Ivan Maldonado	Colusa County Probation Department
Jamie Sachs*	Colusa County Probation
Jamie Umble	Karen's House
Janet Morgan	Colusa County Behavioral Health
Jean Rumiano	Child Welfare Attorney
Jesse Cain	Colusa City Manager
Jim Saso	Chief of Williams Police Deprtment
Joe Garofalo	Sheriff, Colusa County Sherriff's Office
John Loudon	Colusa County Board of Supervisor Member
Jonathan Hindo	Williams Police Department- school resources officer
Jose Ramirez*	CCOE
Josh Fitch	Chief of Colusa Police Department
Juanita Chavez*	State Adoptions
Kade Wilson*	Colusa County Department of Health and Human Services, Foster Care Nurse
Kaylin Morris*	Colusa County DHHS-Child Welfare Caseworker
Kent S. Boes	County Board of Supervisors
Kim Nall	Cachil De he Tribe
Korey Williams	Pierce Joint Unified School District
lceccon@ncen.org	Colusa County 1-Stop
Leanne Knutson	Colusa County Sheriff's Office- school resource officer
Leslie Culp*	Colusa County DHHS
Lorilee Niesen	CCOE
Lorri McKey*	Colusa County DHHS
Maria Arvizu-Espinoza	Colusa County Office of Education-Homeless and Foster Youth
Marisa Apaseo*	Colusa 1-Stop- ILP program
Mark McGregor	Colusa County Behavioral Health
Merced Corona	Colusa County Board of Supervisors
Michael Bradwell	Colusa County Sheriff's Office
Mike West	Superintendent for CCOE
Nancy Hafer	UC Davis Facilitator
Paul Spencer	Colusa County Probation
Paul Tupaz	Kletsel Dehe Band of Wintun Indians
Sara Martin	Colusa County District Attorney
Sarah Regnani*	Colusa County Probation Department
Stacey Costello*	Colusa County Library
Terence Rooney*	Colusa County Behavioral Health Director
Terry Rhoades	Alta Regional
Wendy Villegas*	Colusa County Department of Health and Human Services-Child Welfare
Zach Thurman	Superintendent Maxwell Unified
Other Attendees:	
Santana King*	CCOE
Sara Safford*	CCOE
Estefania Guillen*	Williams UCD Internship Coordinator
Monica Vega-Mendoz*	Williams USD Superintendent

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PRIORITIZATION OF OUTCOMES

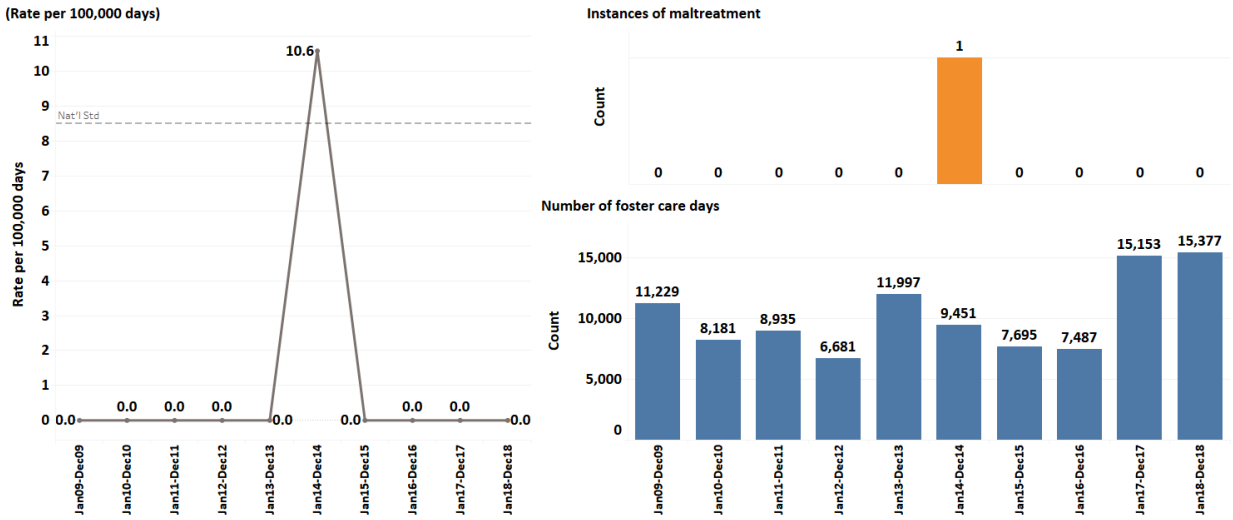
In attempting to measure progress, both child welfare and probation are confronted with the impact of small numbers of children in care and in placement. These small numbers skew outcome data making it difficult to accurately assess system wide strengthens and weaknesses. Many of the variations reflected in the recent data comparison period, for example, for child welfare, are due to a single sibling set, or blended families, or the appellate court process. In each of these cases, permanency was reached shortly thereafter.

Overall Performance of Outcome Data Measures: Child Welfare

Outcome data measures were extracted for Quarter 4 (Q4), published on April 1, 2019 from the Center for Social Services Research, School of Social Services, U.C. Berkeley website[5]. This quarter covers January to December each year for 12-month intervals, September to December for three-month intervals, and January 1 for point-in-time measures.

The following outcome data measures were found to be performing *at or ahead* of the established state and/or federal thresholds for child welfare. Note that most of the federal outcomes have no data for the selected quarter. Note that because the county is performing within adequate range of these measures, the county is electing for focus on others for the SIP strategy:

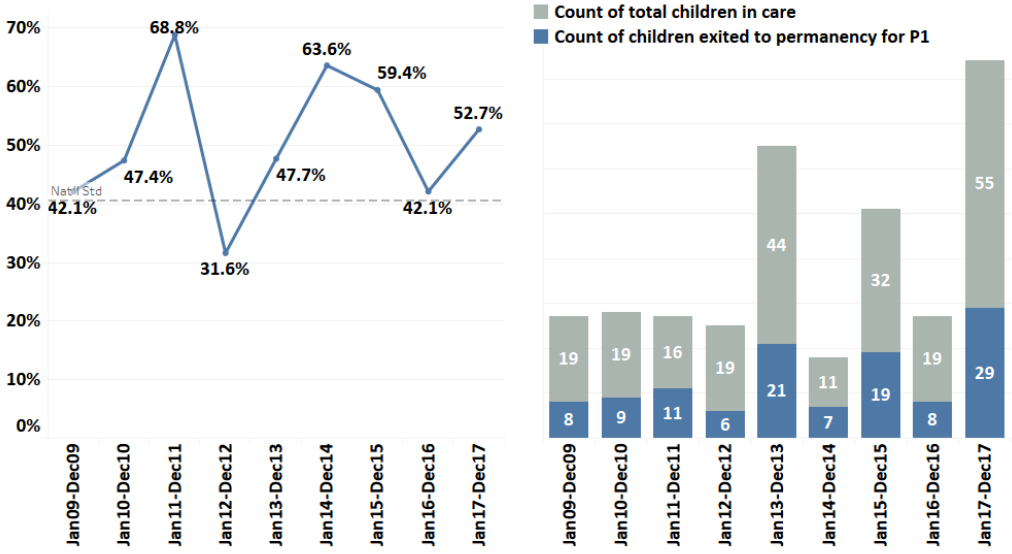
3-S1: Maltreatment in foster care - child welfare



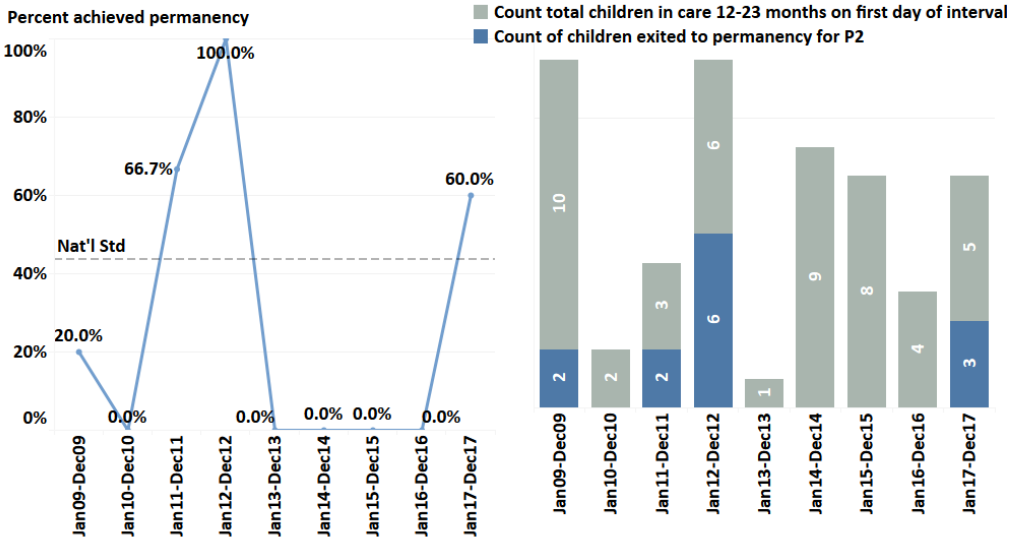
[5] Webster, D., Lee, S., Dawson, W., Magruder, J., Exel, M., Cuccaro-Alamin, S., Putnam-Hornstein, E., Wiegmann, W., Saika, G., Eyre, M., Chambers, J., Min, S., Randhawa, P., Sandoval, A., Yee, H., Tran, M., Benton, C., White, J., & Lee, H. (2018). *CCWIP reports*. Retrieved 5/3/2018, from University of California at Berkeley California Child Welfare Indicators Project website. URL: <http://cssr.berkeley.edu/ucb_childwelfare>

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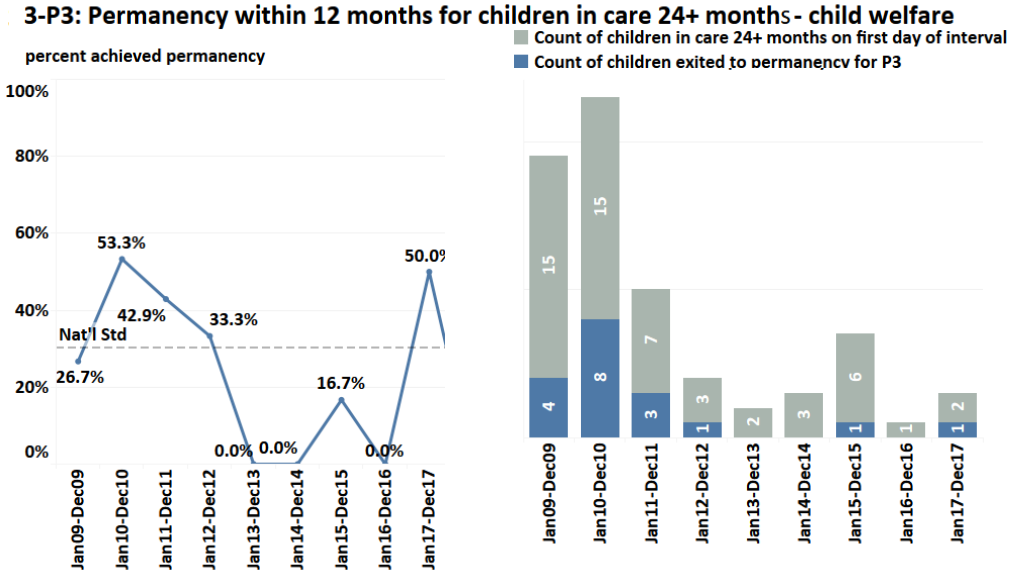
3-P1: Permanency within 12 months of entering care - child welfare



3-P2: Permanency in 12 months in care 12-23 months - child welfare

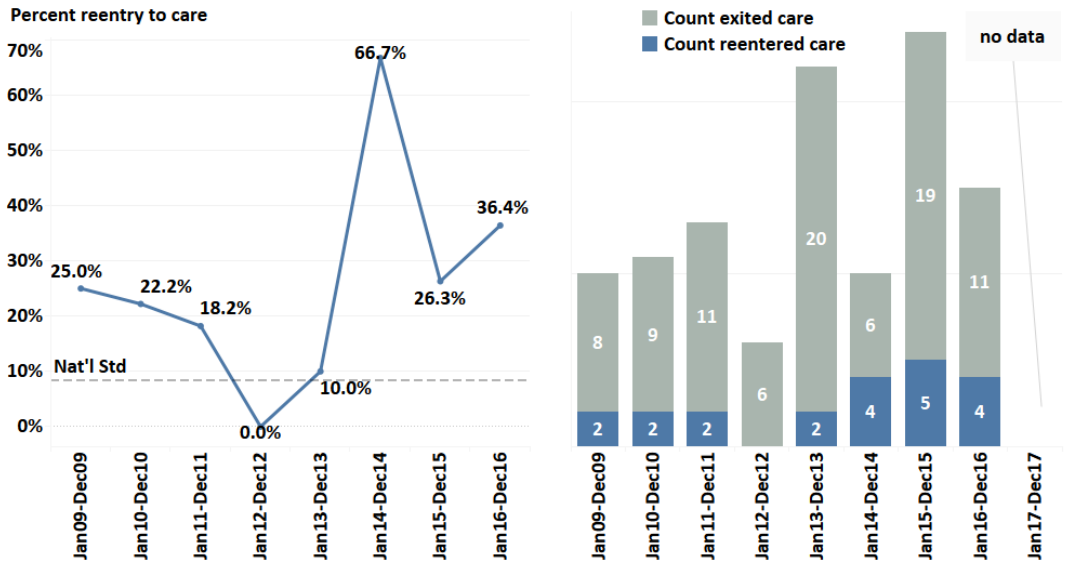


3-P3: Permanency within 12 months for children in care 24+ months - child welfare



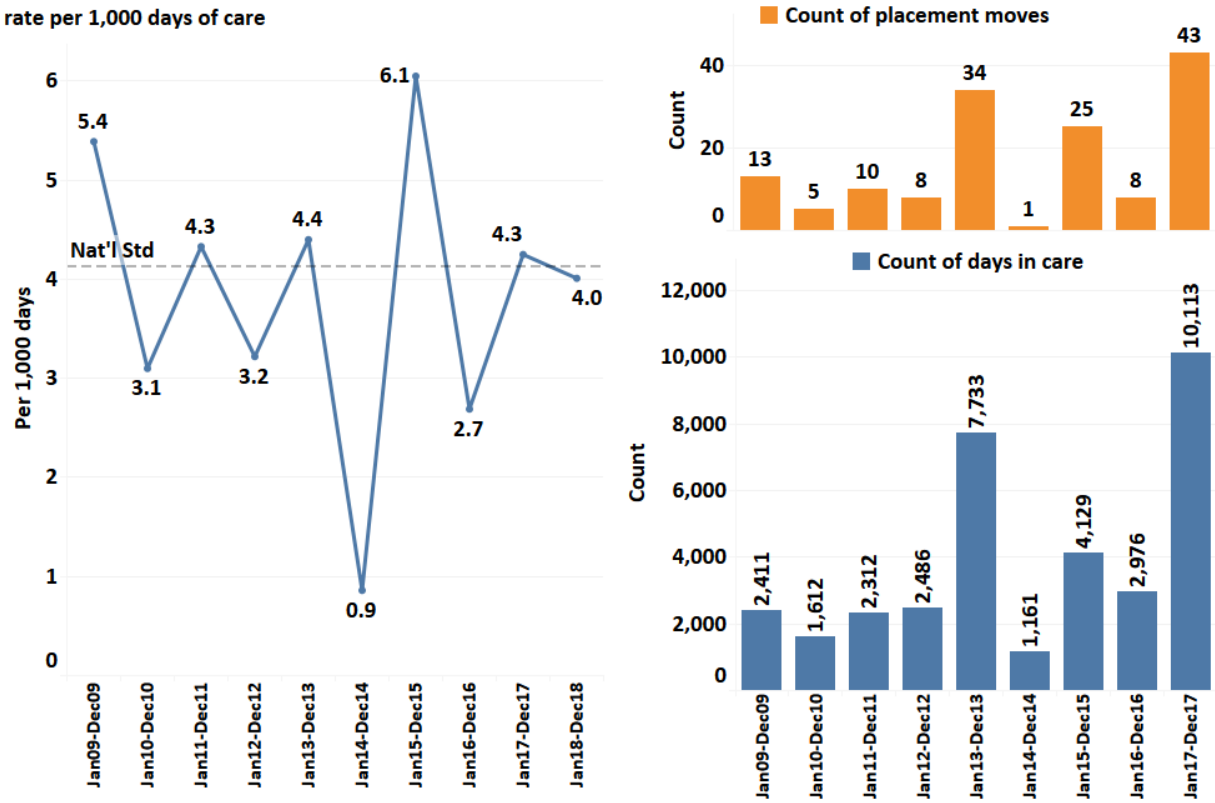
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3-P4: Re-entry to foster care within 12 months of exit - child welfare



The following outcome data measures were found to be performing ***behind*** the established state and/or federal thresholds for child welfare:

3-P5: Placement stability - child welfare

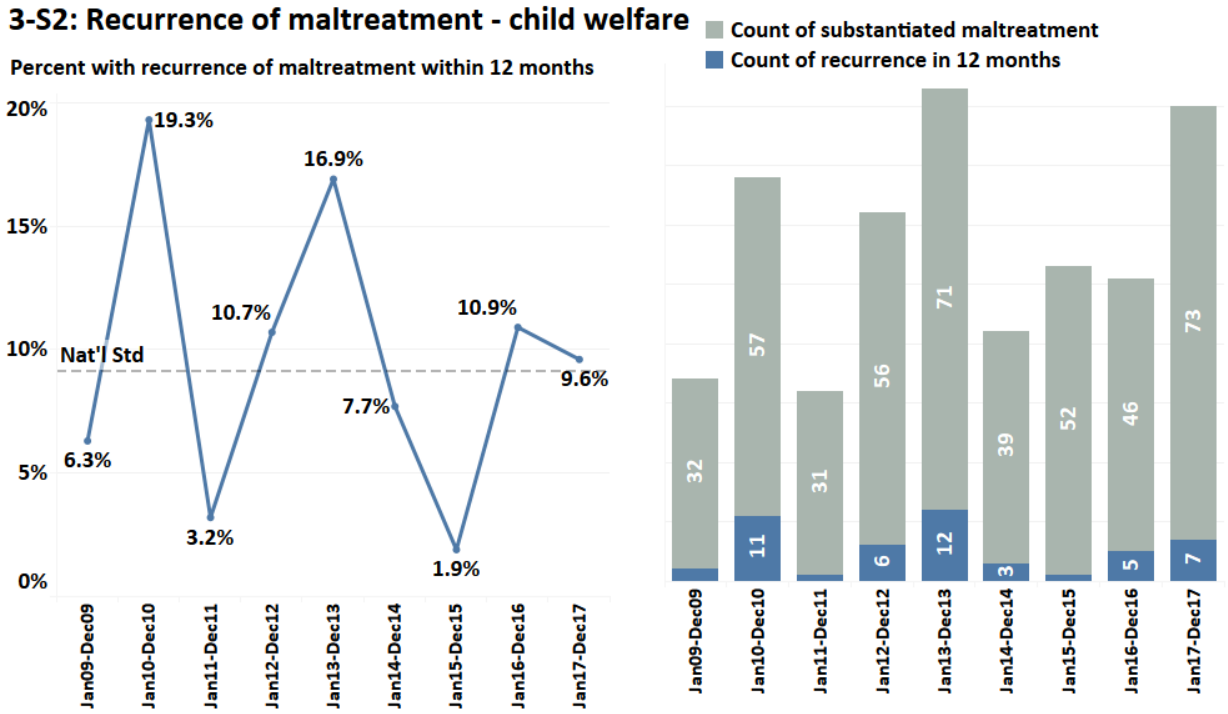


[13]Webster, D., Lee, S., Dawson, W., Magruder, J., Exel, M., Cuccaro-Alamin, S., Putnam-Hornstein, E., Wiegmann, W., Saika, G., Eyre, M., Chambers, J., Min, S., Randhawa, P., Sandoval, A., Yee, H., Tran, M., Benton, C., White, J., & Lee, H. (2019). *CCWIP reports*. Retrieved 4/1/2019, from University of California at Berkeley California Child Welfare Indicators Project website. URL: http://cssr.berkeley.edu/ucb_childwelfare [quarter 2 intervals, Q4 Extract April 1 2019].

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Placement Stability Measure P5: Data Analysis

The county's performance on this measure experiences wide swings due to low numbers and the impact of sibling sets. Even so, the county is only performing a few tenths of a percentage under the threshold, despite a large increase of number of youth in care. The county is therefore choosing to focus on another measure. RFA implementation has impacted placement stability in a positive way. The county utilizes an internal counseling services/therapeutic staff made available to RFA families. Since 2017, 23 homes have been approved. All RFA homes have been child-specific, meaning that they are not used for non-familial placements. The county is working on improving family finding efforts. The small numbers do impact the large swings in the rate of this measure. Further interpretation is difficult given the small sample size.



Recurrence Measure S2: Data Analysis

Child Welfare is performing well on almost all federal measures for the most recent performance. Even on S2 – Recurrence of Maltreatment, the unit is performing above the national standard by half a percentage point. Historically the unit has been challenged to maintain stable performance on this measure, and since the findings of the CSA Report align with activities that impact recurrence, the county chooses this measure as the focus of the 2020-2025 SIP. Child welfare recurrence rates are impacted by the scarcity of services throughout Colusa County including basic community resources such as Narcotics and Alcoholics Anonymous and the absence of a public transportation system to help parents and children access services. In addition, some parents struggle with maintaining recovery because of the lack of anonymity in a small

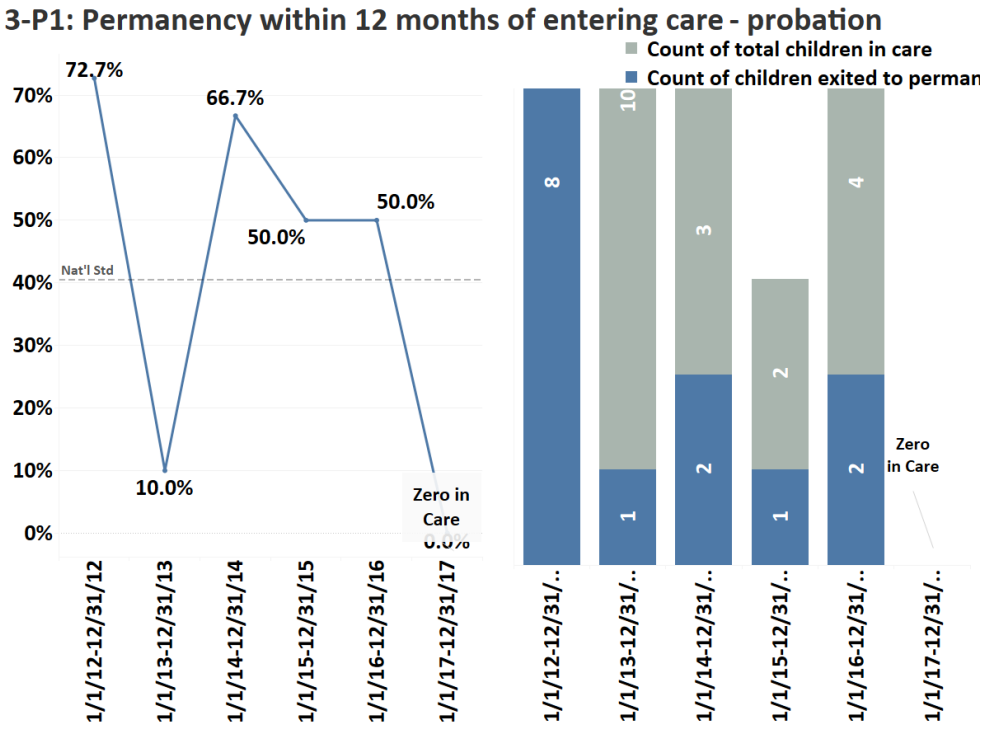
[13]Webster, D., Lee, S., Dawson, W., Magruder, J., Exel, M., Cuccaro-Alamin, S., Putnam-Hornstein, E., Wiegmann, W., Saika, G., Eyre, M., Chambers, J., Min, S., Randhawa, P., Sandoval, A., Yee, H., Tran, M., Benton, C., White, J., & Lee, H. (2019). *CCWIP reports*. Retrieved 4/1/2019, from University of California at Berkeley California Child Welfare Indicators Project website. URL: http://cssr.berkeley.edu/ucb_childwelfare [quarter 2 intervals, Q4 Extract April 1 2019].

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community which can cause some parents to avoid groups associated with drug and/or alcohol abuse treatment e.g., NA and AA. Without personal transportation, parents often cannot travel outside Colusa County for services. Colusa County has no ALANON program which could be an asset for family members working with parents who are working on their recovery. Stakeholders identified the lack of resources that are routinely available in other counties as a persistent obstacle in helping families maintain stability and meet their needs. Anecdotally, parental relapse is a main contributor to recurrence of maltreatment. Because there were only three cases in the last year of data collection, analysis would identify youth. Analysis of the seven or less instances of recurrence with regard to race, age or other demographic factors could potentially lead to identification of youth and therefore is not advised.

Overall Performance of Outcome Data Measures: Probation

The following outcome data measures were found to be performing *at or ahead* of the established state and/or federal thresholds for probation:



Permanency in 12 Months, in care 12-23 months, Measure P2: One of three youth in the past five years, none of which were in care the past three years (no graphs are provided due to low count of cases below five).

Permanency in 12 Months, in care 24+ months, Measure P3: No youth in care met criteria for this measure within the past five years (no graphs are provided due to low count of cases below five).

Reentry Measure P4: There has only been one case of reentry out of 12 cases in the past five

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years (no graphs are provided due to low count of cases below five).

Placement Stability Measure P5: There have been no placement moves in the past five years (no graphs are provided due to low count of cases below five).

Other Probation Outcomes of Note: Systemic Factor – RFA Licensing, Recruitment and Retention

There are very few youth in the probation placement system within Colusa County, therefore focusing on standardized outcome measures is challenging. Instead, Probation is using the findings of the peer review and CSA analysis to justify instead the use of a systemic factor for the 2020-2025 SIP Report: – RFA Licensing, Recruitment and Retention. The peer review found the majority of challenges to be related to the number of qualified RFA homes, particularly for step-down level of care from group homes prior to going back to the original home. Therefore, the strategy has been developed around family-finding to increase the number of qualified specialized RFA homes.

STRATEGIES: CHILD WELFARE SERVICES

Strategy 1: Collaborate with agency and community partners more effectively to identify gaps in service provision and develop a system of care in the areas of mental health, early childhood education and substance abuse.

Outcome: Agency Collaboration

- Justification: Peers during the peer review process found that social workers "struggle with lack of community-level collaboration w/other agencies". One common interviewee recommendation was "more communication between agencies, not meeting only once every 6 months". Improved and expanded BH, SA, and early childhood services as developed by an inter-agency committee aimed at prevention will aid in improving the wellbeing of our families thus reducing maltreatment.

  The ultimate goal is to develop a system of care for our county's youth built through strengthened partnerships with other county agencies and community partners.

  Action Steps:

  - Beyond the scope of the CSA, in conjunction and communication with community partners, determine exact services and pathways to BH, SA and early childhood services currently available in the county to assess for gaps, including locations. There are many bureaucratic and institutional practices that can impede collaboration at the simplest levels, including sharing of cases, paperwork and differing privacy practices. This new framework for community partnership aims to address these issues.
  - Convene a list of community partners that either provide BH, SA and early childhood services or are interested in providing services.

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- Quarterly specific meetings for this strategy implementation with community partners (i.e. First 5, Family Action Centers, Libraries – Raising a Reader). These meetings will include the following agenda items: gaps in services; promising practices; funding opportunities and evaluation.
- Other current meeting opportunities for collaboration and discussion where agenda items can be added:
    - Probation and Behavioral Health FURS program, AB 2083 (Children's System of Care; MOU with COE, BH, PO, Alta Regional)
- Meet monthly with Behavioral Health for 'Pathways to Wellbeing' committee. While this meeting is intended to address case specific issues, systematic issues are also discussed which would include SOC.
- Evaluate funding options to support establishment of new programs, specifically behavioral health support families and to expand existing program. Include funding for provision of services to undocumented individuals. Utilize legislative changes and funding to expand services in county.

Strategy 2: Improve DHHS service delivery to parents through the addition of a social worker position that will support parents and improve self-efficacy thereby reducing the likelihood of recurrence of maltreatment.

Outcome: 3-S2 Recurrence of Maltreatment

- Justification: Improved DHHS service delivery will aid in strengthening families, improve relationships between parents and child welfare workers, and decrease recurrence of maltreatments. Peers in the peer review identified that "high case load numbers" was a main challenge of the department.

  Through the addition of a social worker position, case-carrying social workers and families will have an additional support that will reduce workload for the worker and aid the family in achieving self-sufficiency thereby reducing recurrence of maltreatment and preventing re-entry into foster care.

  Action Steps:

  - Evaluate current exit assessment process prior to returning youth to their home and at case/referral closure by:
    - ensuring exit CFT and use of SDM tools to justify safety of exits
    - Identify any deficiencies in utilization of services. i.e. 'Are we already using the services we already have available to us'?
  - Addition of a social worker position to reduce caseload size.
    - New social worker will finish CORE, and therefore reduce caseload size
    - Social worker will assume a parent partner role. This person will advocate for and help parents with executive functions:

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    - Stay organized via a calendar for appointments, phone calls and meetings
    - Transportation: help them get to go where they need to go
- Evaluate service delivery for child welfare referrals.
- Supervision – two times a month for specific case management unit meeting once a month (even with CFSR reviewer) – Lots of opportunities to evaluate effective case management.
- Survey staff on regular use of CFTs

Evaluation Methods:

- Child welfare will monitor their performance for outcome measure 3-S2, Recurrence of Maltreatment.
- Child welfare will track the number of assessments conducted.

Strategy 3: Develop a CFT policy for families with child welfare referrals. This is a way to expand front-end prevention work and using it in innovative ways for Colusa County. Use of the CFT process at referral will allow families to identify their natural supports and resources to support a safe and healthy home environment thus reducing the likelihood of abuse and neglect.

Outcome: 3-S2 Recurrence of Maltreatment

Justification: We don't have a developed process in county or the agencies to take on responsibility for referrals, rather we'd like to do this in-house via the CFT process. The Child and Family Team approach will be utilized to engage the natural supports of families prior to removal.

Action Steps:

- Evaluate the current overall practice of CFTs and/or safety planning
- How often are CFTs scheduled and executed as planned?
- What are the barriers to executing a CFT and how often do these barriers occur?
- Develop a policy that would identify eligibility criteria for a referral CFT before determining service provision or detainment.

Evaluation Methods:

- Child welfare will monitor their performance for outcome measure 3-S2, Recurrence of Maltreatment.
- Child welfare will track the number of CFTs conducted per the developed policy.

Roles of Other Partners in Achieving Goals

As a rural county with limited resources, it is imperative that DHHS engage our partners to coordinate services to avoid duplication and provide consistency throughout the county. Our identified partners include: First 5 Colusa, Colusa CAPC, Colusa County Behavioral Health, Colusa County Office of Education, and the Colusa County Library. These agencies are trusted messengers to our target audience.

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Educational and Training Needs to Achieve Goals

Education and training will be needed for each of the strategies identified for child welfare. Strategy 1 aims at improving services available to the community; this may include implementing new educational programs aimed at prevention and providing programs in different mediums. This will require training for staff and/or community partners responsible for direct service delivery.

Strategy 3 may require additional staff training regarding Child and Family Team meetings and engagement.

STRATEGIES: PROBATION

Strategy 1: Strengthen Probation Department capacity to engage in family finding practices.

Outcome/Systemic Factor: **Staff, Caregiver and Service Provider Training**

Justification: A strengthened capacity to engage in family finding efforts will increase the number of permanent connections for youth before removal is needed, thus increasing the well- being of youth in the case that placement does occur. The county has identified high-risk youth who end up being placed into care (i.e. a group home) that the strategy of building and maintaining family connections prior to removal is essential and not generally part of probation practice. Therefore, proactive family-finding (i.e. Seneca referral) is crucial at the earliest signs of youth behavior which lead to contact with probation. This is primarily a prevention strategy that cannot be measured solely by permanency measures which only take placement youth into account in the denominator.

Action Steps:

- Research family finding platforms (i.e. Seneca Family Finding Services) and establish a contract for utilization of such platform.
- Establish a family-finding policy and procedure.
- Train officers how to utilize family-finding tools and how to accurately document family finding efforts (i.e. documenting, CWS/CMS, Family-finding, elements of SOP, etc.)
- Training for officers and probation aides on placement, case management, documentation, etc.
- After training, family-finding will be utilized in CFTs and will be tracked/documented
- Evaluation of the efforts of family finding for the cases each year to ensure implementation.

Evaluation Methods:

- Consistent use and documentation of family finding efforts will be reviewed by a supervisor/manager.
- Supervisor/manager will review outcome data for family finding measures.

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Roles of Other Partners in Achieving Goals

n/a

Educational and Training Needs to Achieve Goals

Specialized training and understanding of family-finding for probation officers.

SIP Narrative

PRIORITIZATION OF DIRECT SERVICE NEEDS: CHILD WELFARE

Colusa County like most small rural counties in California has significant limitations in the type and breadth of professional and community services that it can access to support child abuse prevention and for improving outcomes for children who enter the child welfare system and probation. The programs listed in the CAPIT/CBCAP/PSSF section reflect our assessment of what programs best match needs, capacity, and resources in Colusa County.

AREAS NEEDING IMPROVEMENT: CHILD WELFARE

Colusa County is a small rural county, relatively isolated, with limited services and an economic base largely dependent on agriculture-business which continues to struggle with limited water access, worker shortage and other agricultural issues. The county's strong culture of collaboration compensates to some extent. According to social workers in the focus group, areas needing improvement are largely the ones out of the team's control, like transportation, limited county services, and access to drugs and sex trafficking via I-5. The largest improvement indicated was removal of barriers and increased access to behavioral health services for foster care youth.

SERVICE ARRAY GAPS AND NEEDS: CHILD WELFARE

Persistent service system gaps were identified at the stakeholder meeting. Drug and alcohol treatment in- county, affordable housing, transportation, and increased access to behavioral health services are significant obstacles to systemic change. Peers in the Peer Review of recurrence cases also found lack of services and lack of extended services to establish self-efficacy of families.

Information on Evidence-Based/Evidence-Informed Strategies or Programs

The county supports the use of evidenced based/evidenced informed programs and makes every effort to utilize them. The Nurturing Parent Program is currently offered through the CAPC and available to all interested in participating.

CAPIT/CBCAP/PSSF Program and Evaluation Description

The templates for the CAPIT/CBCAP/PSSF programs are attached to this report. These templates were designed to describe the programs selected and the program evaluation needed to ensure

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compliance with state and federal requirements. The templates are included for the following programs/services/activities:

1. Child Abuse Prevention, Outreach and Education funded by CBCAP
2. PSSF Direct Services funded by PSSF
3. Family Prevention Project funded by CAPIT

These programs have been selected as they are existing programs dedicated to meet a broad array of needs from implementation of child abuse prevention programs, meeting concrete needs of families to homebased public health nurse visitation.

Evaluation

Program Outcomes and Measurement/ Client Satisfaction

PRIORITIZATION OF DIRECT SERVICE NEEDS: PROBATION

The lack of available in-county placement resources presents challenges to meeting the specialized placement needs of children and youth served by both the Child Welfare and Probation Departments and finding homes for older youth served in both systems. The absence of in-county placements requires that additional resources be utilized to ensure that children and youth are able to visit with their parents and siblings on a regular basis and creates geographic obstacles to reunification, particularly as the child or youth is preparing to transition home.

Child Welfare/Probation Placement Initiatives

CSEC

Colusa County DHHS has a dedicated staff person providing CSEC services to foster youth and promoting CSEC education countywide through the provision of various training opportunities.

CCR and RFA

There are no group homes in county. The County has one dedicated RFA worker and one staff assistant who is bilingual. The county works with California HHS Adoptions located in Chico. RFA is a new family friendly and child-centered caregiver approval process that combines elements of the current foster parent licensing, relative approval and approvals for adoption and guardianship and replaces those processes. RFA:

- Is streamlined: It eliminates the duplication of existing processes.

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- Unifies approval standards for all caregivers regardless of the child's case plan.
- Includes a comprehensive psychosocial assessment, home environment checks and training for all families, including relatives.
- Prepares families to better meet the needs of vulnerable children in the foster care system.
- Allows seamless transition to permanency (CDSS, 2019).

Pathways to Mental Health (Katie A.)

The Department of Health and Human Services Program Manager and the Department of Behavioral Health Services Deputy Director created and implemented the county's Katie A. Procedure. This process requires that all youth with an open Child Welfare case receive a mental health screening to determine if they need an assessment for mental health services. If the screening indicates a need for further assessment, a referral is made to Behavioral Health for a full assessment. The two departments continue to meet monthly to ensure compliance with the procedure, that appropriate services are being delivered to the youth, and that all required reports are submitted to the State.

The Department of Health and Human Services is committed to the successful achievement of California's goals for outcomes for children and families. All Child Welfare staff utilize the CWS/CMS and SafeMeasures systems to monitor case compliance with outcome measures and work to ensure timely data entry. As important as this is, our primary goal is to provide our families with the skills they need to provide a safe and healthy home for youth.

Child Adolescent Needs and Strengths Tool (CANS Tool)

Colusa has two CANS-certified staff therapists and one certified CFT worker. Behavioral Health staff are fully trained in CANS implementation as well. The Child and Adolescent Needs and Strengths (CANS) is a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. Versions of the CANS are currently used in 50 states in child welfare, mental health, juvenile justice, and early intervention applications. A comprehensive, multi-system version exists as well. The CANS was developed from a communication perspective so as to facilitate the linkage between the assessment process and the design of individualized service plans including the application of evidence-based practices. The CANS is easy to learn and is well liked by parents, providers and other partners in the services system because it is easy to understand and does not necessarily require scoring in order to be meaningful to an individual child and family. The way the CANS works is that each item suggests different pathways for service planning (Praed Foundation, 2015).

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

AB 12- Extended Foster Care

Extended foster care services are provided to any eligible youth wishing to participate in the program. Child welfare currently has one youth identified as AB12.

Federal Case Review

Colusa County DHHS has dedicated staff assigned to complete federal case reviews. Staff work in conjunction with CDSS to ensure reviews are completed timely and accurately. Federal case review findings are shared with child welfare staff on a monthly basis.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

5 – Year SIP Chart – Child Welfare

Priority Outcome Measure or Systemic Factor: Agency Collaboration
National Standard: n/a
CSA Baseline Performance: n/a
Target Improvement Goal: Establish need and funding for at least one program by effectively communicating and breaking down silos with the county amongst relevant agencies

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

Strategy 1: Collaborate with agency and community partners more effectively to identify gaps in service provision and develop a system of care in the areas of mental health, early childhood education and substance abuse.	☒ CAPIT ☒ CBCAP ☒ PSSF ☐ N/A	Applicable Outcome Measure(s) and/or Systemic Factor(s): Agency Collaboration ☐ Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project	
Action Steps:	Implementation Date:	Completion Date:	Person Responsible:
A. Beyond the scope of the CSA, in conjunction and communication with community partners, determine exact services and pathways to BH, SA and early childhood services currently available in the county to assess for gaps, including locations. There are many bureaucratic and institutional practices that can impede collaboration at the simplest levels, including sharing of cases, paperwork and differing privacy practices. This new framework for community partnership aims to address these issues.	May 1, 2020	December 31, 2021	Child Welfare Program Manager
B. Convene a list of community partners that either provide BH, SA and early childhood services or are interested in providing services and establish quarterly meetings with the following agenda items: gaps in services; promising practices; funding	January 1, 2022	May 31, 2022	Child Welfare Program Manager

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

opportunities and evaluation.			
C. Other current meeting opportunities for collaboration and discussion where agenda items can be added: a. Probation and Behavioral Health FURS program, AB 2083 (Children's System of Care; MOU with COE, BH, PO, Alta Regional) b. Meet monthly with Behavioral Health for 'Pathways to Wellbeing' committee	May 1, 2021	December 31, 2022	Child Welfare Program Manager
D. Evaluate funding options to support establishment of new programs, specifically behavioral health support families and to expand existing program. Include funding for provision of services to undocumented individuals. Utilize legislative changes and funding to expand services in county.	May 1, 2021	April 30, 2022	Child Welfare Program Manager
E. Evaluate and revise as needed existing policies that deal with interagency collaboration such as child & family team meetings, Pathways to Wellbeing and presumptive transfer.	May 1, 2022	April 30, 2025	Child Welfare Program Manager

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

Priority Outcome Measure or Systemic Factor: 3-S2 Recurrence of Maltreatment
National Standard: 9.1
CSA Baseline Performance: 9.6
Target Improvement Goal: Child Welfare's targeted improvement goal is to meet or exceed the national standard and sustain this performance over time. The county hopes to drop to 9.1% or below within the first year. Sustaining this 9.1% is the challenging part for counties of Colusa's size and therefore is the target goal for each year. Any incremental change below 9.1% year-to-year is almost entirely dependent on individual case variables rather than case practice.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

Strategy 2: Improve DHHS service delivery to parents through the addition of a social worker/parent partner position that will support parents and improve self-efficacy thereby reducing the likelihood of recurrence of maltreatment.	☒ CAPIT ☒ CBCAP ☒ PSSF ☐ N/A	Applicable Outcome Measure(s) and/or Systemic Factor(s): 3-S2 Recurrence of Maltreatment ☐ Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project	
Action Steps:	**Implementation Date:**	**Completion Date:**	**Person Responsible:**
A. Evaluate current exit assessment process prior to returning youth to their home and at case/referral closure by: a. ensuring exit CFT and use of SDM tools to justify safety of exits b. Identify any deficiencies in utilization of services. i.e. 'Are we already using the services we already have available to us'?	May 1, 2020	December 31, 2021	Child Welfare Social Worker Supervisor
B. Addition of a social worker position to reduce caseload size.	January 1, 2021	June 30, 2021	Child Welfare Program Manager
C. New social worker will finish CORE, and therefore reduce caseload size: a. Social worker will assume a	January 1, 2021	December 31, 2022	Child Welfare Social Worker Supervisor

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

parent partner role. This person will advocate for and help parents with executive functions: i. Stay organized via a calendar for appointments, phone calls and meetings ii. Transportation: help them get to go where they need to go			
D. Evaluate service delivery for child welfare referrals. a. Supervision – two times a month for specific case management b. unit meeting once a month (even with CFSR reviewer) – Lots of opportunities to evaluate effective case management. c. Survey staff on regular use of CFTs	May 1, 2023	April 30, 2025	Child Welfare Social Worker Supervisor

Priority Outcome Measure or Systemic Factor: 3-S2 Recurrence of Maltreatment
National Standard: 9.1
CSA Baseline Performance: 9.6
Target Improvement Goal: Child Welfare's targeted improvement goal is to meet or exceed the national standard and sustain this performance over time. The county hopes to drop to 9.1% or below within the first year. Sustaining this 9.1% is the challenging part for counties of Colusa's size and therefore is the target goal for each year. Any incremental change below 9.1% year-to-year is almost entirely dependent on individual case variables rather than case practice.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

Strategy 3: Develop a CFT policy for families with child welfare referrals. Expansion of front-end prevention work and using it in innovative ways for Colusa County. This is prevention for keeping families from touching the system again.	☐ CAPIT ☐ CBCAP ☐ PSSF ☐ N/A	Applicable Outcome Measure(s) and/or Systemic Factor(s): 3-S2 Recurrence of Maltreatment ☐ Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project	
Action Steps:	**Implementation Date:**	**Completion Date:**	**Person Responsible:**
A. Evaluate the current overall practice of CFTs and/or safety planning a. How often are CFTs scheduled and executed as planned? b. What are the barriers to executing a CFT and how often do these barriers occur?	May 1, 2020	December 31, 2021	Child Welfare Program Manager Child Welfare Social Worker Supervisor
B. Develop a policy that would identify eligibility criteria for a referral CFT before determining service provision or detainment.	January 1, 2022	June 30, 2022	Child Welfare Program Manager Child Welfare Social Worker Supervisor
C. Implement policy	July 1, 2022	December 31, 2022	Child Welfare Social Worker Supervisor
D. Evaluate the policy and review data to evaluate the policy's efficacy. Modifications can be made to improve the policy.	January 1, 2023	April 30, 2025	Child Welfare Program Manager Child Welfare Social Worker Supervisor

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

5 – YEAR SIP CHART – PROBATION

Priority Outcome Measure or Systemic Factor: Staff, Caregiver and Service Provider Training

National Standard: N/A

CSA Baseline Performance: Currently no family-finding system in place.

Target Improvement Goal: One juvenile officer trained in family-finding.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

Strategy 1: Strengthen Probation Department capacity to engage in family finding efforts.	☐ CAPIT ☐ CBCAP ☐ PSSF ☐ N/A	Applicable Outcome Measure(s) and/or Systemic Factor(s): Staff, caregiver and service provider training ☐ Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project	
Action Steps:	Implementation Date:	Completion Date:	Person Responsible:
Research family finding platforms (i.e. Seneca Family Finding Services) and establish a contract for utilization of such platform.	September 2020	March 2021	Senior Probation Officer
Establish a family-finding policy and procedure.	April 2021	June 2021	Senior Probation Officer
Train officers how to utilize family-finding tools and how to accurately document family finding efforts. (i.e. documenting, CWS/CMS, Family-finding, elements of SOP, etc.)	July 2021	January 2021	Senior Probation Officer, Juvenile Placement Officers, Probation Aides
Training for officers and probation aides on placement cases management, documentation, etc.	July 2021	January 2021	Senior Probation Officer, Juvenile Placement Officers, Probation Aides
After training, family-finding will be utilized in CFTs and will be tracked/documented.	February 2021	Ongoing	Juvenile Placement Officer
Evaluation of the efforts of family finding for the cases each year to ensure implementation.	February 2022	Ongoing for each case once per year each year	Senior Probation Officer Juvenile Placement Officers

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

CAPIT / CBCAP / PSSF

PROGRAM AND EVALUATION DESCRIPTION

PROGRAM DESCRIPTION

PROGRAM NAME

Child Abuse Prevention, Outreach and Education

SERVICE PROVIDER

Colusa County Community Advocates for Parents and Children (CAPC)

PROGRAM DESCRIPTION

The Child Abuse Prevention, Outreach and Education program promotes public awareness of the issues surrounding child abuse and neglect and provides information to the public on how to prevent child abuse. Free prevention workshops and training are offered in the community. Colusa CAPC participates in many community events; disseminates prevention and child safety information throughout the county; and speaks to community organizations. Colusa CAPC collaborates with other county agencies to orchestrate countywide events such as the Children's Fair and Community Baby Shower.

FUNDING SOURCES

SOURCE	LIST FUNDED ACTIVITIES
CAPIT	Information and referral, outreach, prevention and education
CBCAP	Information and referral, outreach, prevention and education
PSSF Family Preservation	
PSSF Family Support	
PSSF Time-Limited Family Reunification	
PSSF Adoption Promotion and Support	
OTHER Source(s): SB163	Information and referral, outreach, prevention and education

IDENTIFY PRIORITY NEED OUTLINED IN CSA

Lack of available services to our families including mental health, substance abuse, child development, etc. as identified in the County Self-Assessment report (refer to pages 63-66).

TARGET POPULATION

Non-CWS families, at risk families and CWS families in need of services.

TARGET GEOGRAPHIC AREA

Services are available countywide however, more remote areas of the county are underserved.

TIMELINE

The efforts of the Colusa County CAPC will continue throughout the approved SIP period.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

EVALUATION

PROGRAM OUTCOME(S) AND MEASUREMENT & QUALITY ASSURANCE (QA) MONITORING

Desired Outcome	Indicator	Source of Measure	Frequency
Reduce child abuse and neglect	Reduction of Child abuse reports by 10% over the next 5 years.	CWS/CMS data	Semi-Annually

Quality Assurance (QA) Monitoring

Through the development and implementation of formally tracking for expenditures in this program, outcomes can be tracked to determine the efficacy of the program and adjusted accordingly. Any issues or complaints received from either participants or staff will be addressed by the Program Manager and Social Worker Supervisor.

Given the volume of referrals received and through the use of SafeMeasures reports tracking of participation rates, including how participants are tracked will be done on a county developed worksheet.

CLIENT SATISFACTION

Method or Tool	Frequency	Utilization	Action
Workshop/event evaluation	Completed by participants after each workshop/event at the end of the session.	Evaluation to be reviewed by program staff.	Reviewed by staff to resolve issues and ensure continuous quality improvement.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

CAPIT/CBCAP/PSSF
PROGRAM AND EVALUATION DESCRIPTION

PROGRAM DESCRIPTION

PROGRAM NAME

Direct Services

SERVICE PROVIDER

Colusa County Department of Health and Human Services

PROGRAM DESCRIPTION

Direct services for at-risk children, caregivers, and families. These services are designed to improve parenting skills with respect to matters such as child development, family budgeting, coping with stress, and health and nutrition. Services can include intensive family preservation/maintenance programs, designed to help children at risk of foster care placement remain safely with their families. These services include components that increase parents' confidence and competence in their parenting abilities, afford children a safe, stable, and supportive family environment, strengthen parental relationships and promote healthy marriages, and enhance child development, including through mentoring.

FUNDING SOURCES

SOURCE	LIST FUNDED ACTIVITIES
CAPIT	
CBCAP	
PSSF Family Preservation	Basic needs, concrete supports, behavior health, case management, childcare (temporary), early childhood services, health services, housing services, parent education
PSSF Family Support	Case management, Domestic Violence Services, Financial Literacy Education, Peer support, Respite care/crisis nursery, Substance abuse services, transportation
PSSF Time-Limited Family Reunification	Behavior health, childcare (temporary), Domestic Violence Services, Parent/sibling visitation, Peer Support, Respite care, Substance Abuse treatment, Transportation
PSSF Adoption Promotion and Support	Adoptive parent recruitment, basic needs/concrete supports, behavior/mental health, case management, Childcare, health Services, Livescan Fees, Parent Education, Respite care, Transportation, Youth Programs
OTHER Source(s):	

California - Child and Family Services Review

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

IDENTIFY PRIORITY NEED OUTLINED IN CSA

Poverty continues to be linked to challenges faced by many families in Colusa County, affecting the ability to obtain housing, food, and transportation. Colusa County has high unemployment and under employment rates which prevents many families from meeting their basic needs. Colusa County has limited low-income housing, transportation and local specialty service providers. Services are designed to strengthen the families' ability to manage stress and in safe home. Services will include, but are not limited to, career development, housing assistance, and child development. (Please refer to page 92 of the Colusa County Self-Assessment.)

TARGET POPULATION

The target population is families at risk for involvement in the child welfare system or with open child welfare or adoption cases.

TARGET GEOGRAPHIC AREA

Services are available countywide.

TIMELINE

The efforts of the Colusa County DHHS will continue throughout the approved SIP period.

EVALUATION

PROGRAM OUTCOME(S) AND MEASUREMENT & QUALITY ASSURANCE (QA) MONITORING

Desired Outcome	Indicator	Source of Measure	Frequency
Reduce foster care entry	Entry rates will meet or exceed the State goal of 8.3	CWS/CMS data reports	Quarterly reports will be reviewed
Reduce recurrence of abuse	Reduction of repeat referrals	CWS/CMS data reports	Quarterly reports will be reviewed

Quality Assurance (QA) Monitoring
Colusa County DHHS will review CWS/CMS data and SafeMeasures reports to evaluate the services provided. By looking at this data, we can determine if the services are affecting our entry rates and recurrence rates. We will review quarterly to evaluate program efficacy and make adjustments as needed to improve our outcomes.

CLIENT SATISFACTION

Method or Tool	Frequency	Utilization	Action
Client satisfaction tool.	Completed by participants on a voluntary basis.	Evaluation to be reviewed by program staff.	Reviewed by Managers to resolve issues and ensure continuous quality improvement.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

CAPIT/CBCAP/PSSF
Program and Evaluation Description

Program Description

Program Name

Family Prevention Project

Service Provider

Colusa County Department of Health and Human Services

Program Description

The Family Prevention Project promotes family resiliency through the provision of in-home visits to address maternal and child health, positive parenting practices, and safe home environments, and other services that enhance caregiver skills and competencies. These family strengths will reduce or prevent child abuse, foster safety for children, foster permanency and well-being of children, youth and families in Colusa County.

Funding Sources

SOURCE	LIST FUNDED ACTIVITIES
CAPIT	Respite services, transportation, mental health services, home visiting services, domestic violence services, early developmental screening and assessment and counseling services.
CBCAP	
PSSF Family Preservation	
PSSF Family Support	
PSSF Time-Limited Family Reunification	
PSSF Adoption Promotion and Support	
OTHER Source(s): AB 2994	

Identify Priority Need Outlined in CSA

Transportation was identified as a barrier for many families to access services. The home visitation program brings the services and support to the family. The most common allegation received by Colusa County CPS is for neglect, the majority of which included suspected substance abuse by the parent/caretaker. Home visitors are able to educate parents as to the dangers of substance abuse exposure to children and provide information and referral services to those youth dealing with behaviors associated to pre-natal drug exposure. (Please refer pages 63-66 and 92 of the Colusa County Self-Assessment.)

California - Child and Family Services Review

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

TARGET POPULATION

The target population is families at risk for involvement in the child welfare system or with open child welfare cases.

TARGET GEOGRAPHIC AREA

Services are available countywide.

TIMELINE

The efforts of the Colusa County DHHS will continue throughout the approved SIP period.

EVALUATION

PROGRAM OUTCOME(S) AND MEASUREMENT & QUALITY ASSURANCE (QA) MONITORING

Desired Outcome	Indicator	Source of Measure	Frequency
Participants in the program will have increased knowledge of parenting and child development.	At least 75% of parents participating in services will be able to show increased knowledge in parenting and child development	Pre and Post inventories created by DHHS and completed by participants.	Pre and post inventory completed at beginning and end of program.
Desired Outcome	**Indicator**	**Source of Measure**	**Frequency**
Through the development and implementation of formally tracking for expenditures in this program, outcomes can be tracked to determine the efficacy of the program and adjusted accordingly. Any issues or complaints received from either participants or staff will be addressed by the Program Manager and Social Worker Supervisor. Given the volume of referrals received and through the use of SafeMeasures reports tracking of participation rates, including how participants are tracked will be done on a county developed worksheet.			

CLIENT SATISFACTION

Method or Tool	Frequency	Utilization	Action
Parent Evaluation	Completed by participants after home visiting program is completed.	Evaluation to be reviewed by program staff.	Reviewed by management to resolve issues and ensure continuous quality improvement.

Attachment: Final Colusa County SIP (6508 : Colusa County SIP)

California – Child and Family Services Review Signature Sheet

For submittal of: CSA ☐ SIP ☒ Progress Report ☐

County	Colusa
SIP Period Dates	5/1/2020-4/30/2025
Outcome Data Period	Quarter 4 2019
County Child Welfare Agency Director	
Name	Elizabeth Kelly
Signature*	
Phone Number	530-458-0285
Mailing Address	251 E. Webster Street, Colusa, CA 95932
County Chief Probation Officer	
Name	Michael Rogers
Signature*	
Phone Number	530-458-0656
Mailing Address	532 Oak Street, Colusa, CA 95932
Public Agency Designated to Administer CAPIT and CBCAP	
Name	Elizabeth Kelly
Signature*	
Phone Number	530-458-0285
Mailing Address	251 E. Webster Street, Colusa, CA 95932
Board of Supervisors (BOS) Signature	
BOS Approval Date	
Name	Gary J. Evans, Board Chair

Mail the original Signature Sheet to: *Signatures must be in blue ink	Children's Services Outcomes and Accountability Bureau Attention: Juliana Kier, Chief Children and Family Services Division California Department of Social Services 744 P Street, MS 8-12-91 Sacramento, CA 95814

Attachment: SIP_Signature_Sheet (6508 : Colusa County SIP)

Signature*	

Contact Information

Child Welfare Agency	Name	Elizabeth Kelly
	Agency	Colusa County Department of Health and Human Services
	Phone & E-mail	530-458-0285 Elizabeth.Kelly@countyofcolusa.com
	Mailing Address	251 E. Webster Street, Colusa, CA 95932
Probation Agency	Name	Michael Rogers
	Agency	Colusa County Probation Department
	Phone & E-mail	530-458-0656 Michael.Rogers@countyofcolusa.com
	Mailing Address	532 Oak Street, Colusa, CA 95932
Public Agency Administering CAPIT and CBCAP (if other than Child Welfare)	Name	
	Agency	
	Phone & E-mail	
	Mailing Address	
CAPIT Liaison	Name	Donna Dennis
	Agency	Colusa County Department of Health and Human Services
	Phone & E-mail	530-458-0290 Donna.Dennis@countyofcolusa.com
	Mailing Address	251 E. Webster Street, Colusa, CA 95932
CBCAP Liaison	Name	Donna Dennis
	Agency	Colusa County Department of Health and Human Services
	Phone & E-mail	530-458-0290 Donna.Dennis@countyofcolusa.com
	Mailing Address	251 E. Webster Street, Colusa, CA 95932
PSSF Liaison	Name	Donna Dennis
	Agency	Colusa County Department of Health and Human Services
	Phone & E-mail	530-458-0290 Donna.Dennis@countyofcolusa.com
	Mailing Address	251 E. Webster Street, Colusa, CA 95932

Attachment: SIP_Signature_Sheet (6508 : Colusa County SIP)

CAPIT/CBCAP/PSSF Expenditure Workbook
Proposed Expenditures
Worksheet 1

Appendix X

(1) DATE SUBMITTED: 6/26/20 (2) DATES FOR THIS WORKBOOK 7/1/20 thru 6/30/25 (3) DATE APPROVED BY OCAP

(4) COUNTY: Colusa (5) PERIOD OF SIP: 7/1/20 thru 6/30/25 (6) YEARS: 1-5

Internal Use Only

(7) ALLOCATION (Use the latest Fiscal or All County Information Notice for Allocation): **CAPIT: $ 65,046** **CBCAP: $28,995** **PSSF: $18,096** **$30,815**

No.	Program Name	Applies to CBCAP Programs Only	Name of Service Provider	Service Provider is Unknown, Date Revised Workbook to be Submitted to OCAP	CAPIT		CBCAP		PSSF						OTHER SOURCES	NAME OF OTHER	TOTAL
					Dollar amount to be spent on CAPIT Programs	CAPIT is used for Administration	Dollar amount to be spent on CBCAP Programs	CBCAP is used for Administration	Dollar amount to be spent on Family Preservation	Dollar amount to be spent on Family Support	Dollar amount to be spent on Time-Limited Reunification	Dollar amount to be spent on Adoption Promotion & Support	Dollar amount of PSSF allocation to be spent on PSSF activities (Sum of columns G1-G4)	PSSF is used for Administration	Dollar amount from other sources	List the name(s) of the other funding source(s)	Total dolla amount to b spent on thi Program (Sun Columns E, G5)
A	**B**	**C**	**D1**	**D2**	**E1**	**E2**	**F1**	**F2**	**G1**	**G2**	**G3**	**G4**	**G5**	**G6**	**H1**	**H2**	**I**
1	Child Abuse Prevention, Outreach and Education	Direct Service	Colusa County CAPC		$40,000		$28,995		$0	$0	$0	$0	**$0**		$0		**$68,**
2	Direct Services		Colusa County DHHS		$0		$0		$4,524	$4,524	$4,524	$4,524	**$18,096**		$0		**$18,**
3	Family Prevention Project		Colusa County DHHS		$25,046		$0		$0	$0	$0	$0	**$0**		$0		**$25,**
4					$0		$0		$0	$0	$0	$0	**$0**		$0		
5					$0		$0		$0	$0	$0	$0	**$0**		$0		
6					$0		$0		$0	$0	$0	$0	**$0**		$0		
7					$0		$0		$0	$0	$0	$0	**$0**		$0		
8					$0		$0		$0	$0	$0	$0	**$0**		$0		
9					$0		$0		$0	$0	$0	$0	**$0**		$0		
10					$0		$0		$0	$0	$0	$0	**$0**		$0		
11					$0		$0		$0	$0	$0	$0	**$0**		$0		
12					$0		$0		$0	$0	$0	$0	**$0**		$0		
13					$0		$0		$0	$0	$0	$0	**$0**		$0		
14					$0		$0		$0	$0	$0	$0	**$0**		$0		
15					$0		$0		$0	$0	$0	$0	**$0**		$0		
	Totals				**$65,046**		**$28,995**		**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$18,096**		**$0**		**$112,**
									25%	**25%**	**25%**	**25%**	**100%**				

Attachment: CAPIT CBCAP PSSF Expenditure Worksheet1 (6508 : Colusa County SIP)

CAPIT/CBCAP/PSSF Expenditure Workbook
CBCAP Programs
Worksheet 2

Appendix X

(1) COUNTY: **Colusa** **(2) YEARS:** **1-5**

No.	Program Name	Logic Model			EBP/EIP ONLY						Parent Involvement Activities		
					EBP/EIP Level As determined by the EBP/EIP Checklist								
		Logic Model Not Applicable	Logic Model Exists	Logic Model Will be Developed	Program Lacking support (Level 0)	Emerging & Evidence Informed Programs & Practices (Level 1)	Promising Programs & Practices (Level 2)	Supported (Level 3)	Well Supported (Level 4)	EBP/EIP Checklist is on file or N/A	Planning	Implementation	Evaluation
A	**B**	**C1**	**C2**	**C3**	**D1**	**D2**	**D3**	**D4**	**D5**	**D6**	**E1**	**E2**	**E3**
	Child Abuse Prevention, Outreach and Education	X									X	X	X

Attachment: CAPIT CBCAP PSSF Expenditure Worksheet2 (6508 : Colusa County SIP)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Sheriff**

FROM: **Jose Ruiz**

SUBJECT: **Domestic Cannabis Eradication Suppression Program (DCESP) 2020/2021 Revenue Agreement Number 2021-10**

Approve cooperation letter of Agreement (Number 2021-10) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2020, and authorize the Sheriff to sign the agreement and related supporting documents.

Detailed Description/Background of request

The Drug Enforcement Administration provides local law enforcement agencies annual funding in exchange for their cooperation in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States and State Courts. The DEA provides these funds through the proposed Letter Agreement for the Board's review, and will pay $15,000 for the period October 1, 2020 to September 30, 2021 to defray the costs relating to eradication and suppression of illegal cannabis.

Prior Board Action

These funds have been utilized and approved by the board for approximately over 11 years. An approved revenue agreement in the amount of $17,000.00 the previous year.

Fiscal Impact/Funding Source

This is a revenue agreement in the amount of $15,000.00.

Action for the Clerk

Provide a certified Board copy. Coordinate the with Sheriff to sign documents and return signed originals to DEA/DCESP via mail.

DCESP Contractor, 450 Golden Gate Avenue, 14th Floor, San Francisco, CA 94102

ATTACHMENTS:

- 2021-10 Colusa County Sheriff's Office (SF) (PDF)
- 2021 Supporting Documents Page 2-4 for LOA (PDF)
- 2021 Supporting Documents for LOA Blank (PDF)

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov Springfield, Virginia 22152

Agreement Number 2021-10

This Letter of Agreement (LOA) is entered into between the ***COLUSA COUNTY SHERIFF'S OFFICE,*** hereinafter referred to as (***THE AGENCY),*** and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California.*** The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:

   a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
   b. Investigate and report instances involving the trafficking in controlled substances.
   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of California.***
   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
   e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

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f. **MANDATORY requirement for *THE AGENCY* to utilize *the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***

g. Submit electronically the signed "State/Local Agency DCESP Monthly Accounting Form" (DEA DCE/SP monthly expenditure report) with a copy of ***THE AGENCY's*** general ledger to the DEA Regional Contractor. If applicable, attached an invoice reflecting the expenditures for equipment in excess of $2,500.00, which was previously approved by DEA Headquarters, and the expenses associated with the rental of leasing of vehicles or aircraft. When overtime is claimed the officer's name, date worked, hours worked, and rate of pay are REQUIRED. NOTE: Monthly "zero expenditures" are also required.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one (¶1) shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g., equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **FIFTEEN THOUSAND DOLLARS ($15,000.00)** for the period of October 1, 2020 to September 30, 2021, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed".

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication

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activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY*'s** presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e., time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. ***[Agency Initials___]***

All purchases of equipment, supplies and other resources must be requested in writing, ***through*** the respective DEA Division, ***to the Investigative Support Section (ODS)***. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. ***[Agency Initials__]*** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. ***[Agency Initials_____]*** All requests for purchases must be received in HQ/ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with ***THE AGENCY*** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

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5. In compliance with Section 623 of Public Law 102-141, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY***:

   (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
   (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

   The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of "supplies" as defined in 2 C.F.R. § 200.314 (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.313), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment as defined at 2 C.F.R. § 200.313 (tangible, non-expendable personal property having a useful life of more than one year and an

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acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payments by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA. No funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure will be documented on the September (FINAL) DCESP Monthly Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), **OMB Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and **OMB Circular A-133** (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non- Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is ***FY-21*** (**10/01/2020** through **09/30/2021).**

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing

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licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; 1) Electronic Funds Transfer Memorandum; 2) Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the 3) Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

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16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Upon termination of the Agreement, ***THE AGENCY*** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of $2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.

18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** during the terms of this Agreement. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

19. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, *THE AGENCY*** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (http://fedgov.dnb.com/webform) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second**, ***THE AGENCY*** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

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Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

***THE AGENCY*'s** current DUNS No. is _____ .

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued December 2020.

COLUSA COUNTY SHERIFF'S OFFICE

Printed Name & Signature:_____(**Blue Ink Only**)

Title: _____ Date: _____

***Agency**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature:_____(**Blue Ink Only**)

Special Agent in Charge – San Francisco Field Division Date: _____

***SAC**, please submit original signed LOA & associated paperwork to your Fiscal Office.*

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2021/AFF-B-OP/OD/8210000/DEA-JLE/DCE:_____

_____

UFMS Input Date:_____ **DNC** No. _____

DNO No._____ **DDP** No.

Printed Name:_____ Signature:_____

***Fiscal,** please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

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U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

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(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ___if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

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2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

94-6000508

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4. Typed Name and Title of Authorized Representative

Joe Garofalo, Sheriff-Coroner

---

5. Signature

6. Date

(BLUE INK ONLY)

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ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: 2021-10

Attachment: 2021 Supporting Documents Page 2-4 for LOA (6502 : Domestic Cannabis Eradication Suppression Program)

U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2020

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account: _____

Account Number: _____

Name of Bank/Financial Institution: _____

Address of Bank/Financial Institution: _____

Telephone Number of Bank/Financial Institution: _____

Contact Person of Bank/Financial Institution: _____

Bank/Financial Institution ABA Number: _____

State-Local Agency Name / LOA Number: Colusa County Sheriffs Office/ 2021-21

E-mail Address for Agency's Financial/
Accounting Section for Transfer Notifications: _____

Joe Garofalo, Sheriff-Coroner
Authorized Agency Representative (Name & Title)

_____ _____
Signature of Authorized Agency Representative Date

Investigative Support Section (ODS)
DEA Headquarters

Attachment: 2021 Supporting Documents for LOA Blank (6502 : Domestic Cannabis Eradication Suppression Program)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Sheriff**

FROM: **Jose Ruiz**

SUBJECT: **Modification(s) to Master Agreement with U.S. Forest Service**

Approve Modification No. 001 (Exhibit A) and Modification No. 02 (Exhibit B) with **United States Department of Agriculture, Forest Service, Mendocino National Forest,** for the annual operating and financial plan agreement to Cooperative Law Enforcement Agreement No. C21-025.

Detailed Description/Background of request

Colusa County has an agreement with the United States Department of Agriculture (USDA) Forest Service to provide cooperative law enforcement services in the Mendocino National Forest for those national forest lands located in Colusa County (Contract C21-025). Under this agreement the County performs certain local and state law enforcement functions in National Forest Systems lands and is reimbursed by the U.S. Forest Service. These services are provided in accordance with annual financial operating plans

Each year the Master Agreement's Annual Operating Plans (referred to as Exhibit A and Exhibit B) must be renewed. Each subsequent Annual Operating Plan is handled as a Modification to the Master Agreement. The Master Agreement is effective through September 30, 2025. The proposed (renewal) to the Annual Operating Plan (Exhibit A, Mod. 001) provides the terms and conditions, from October 01, 2020 through September 30, 2021, where the Sheriff is reimbursed up to $6,500 (maximum) to cover overtime/costs expended while providing specific patrol and dispatch services (and limited equipment expenses) to the Mendocino National Forest. The second proposed Annual Operating Plan renewal (Exhibit B, Mod. 02) provides terms and conditions, from October 1, 2020 through September 30, 2021, where the Sheriff is (additionally) reimbursed up to $9,000 (maximum) to cover overtime/costs (and limited equipment expenses) associated with patrol/support for marijuana suppression/eradication within the Mendocino National Forest. All other terms and conditions in the Master Agreement are unchanged and remain in effect.

Prior Board Action

Master Agreement (C21-025) approved by Board on 02/16/2021. Also several previous Annual Operating Plans Exhibit A, and Operating Plans Exhibit B have been approved in the past.

Fiscal Impact/Funding Source

There is no cost to the County and the two modifications provide for an aggregate reimbursement to the County for services up to $15,500. Annual Operating Plans (Exhibit A, Mod. 001 and Exhibit B, Mod. 02) only allow for reimbursement of qualifying overtime/expenses (and limited equipment), as specified in the Plans.

Action for the Clerk

Upon approval, please obtain necessary signatures on all copies and return the documents to:

Michelle Brown
Program Support Assistant LE&I
Mendocino National Forest
825 N. Humbolt Ave.
Willows CA, 95988

ATTACHMENTS:

- 21-LE-013 Colusa CO MNF(PDF)
- Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (PDF)
- Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (PDF)

C21-0[illegible]

USDA, Forest Service | OMB 0596-0217 FS-1500-8

FS Agreement No. 21-LE-11051360-013

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COLUSA COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
MENDOCINO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Colusa County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Mendocino National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: COOPERATIVE LAW ENFORCEMENT AGREEMENT

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*

B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

L. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit B for controlled substances. *See related Provision IV-E.*

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.

B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Michael Casey, Patrol Captain
U.S. Forest Service
Mendocino National Forest
825 N. Humboldt Ave
Willows, CA 95988
Phone: (530) 934-1261
E-Mail: michael.casey@usda.gov

Send copy to:

Jeremiah Laudenslager, Special Agent
U.S. Forest Service
Mendocino National Forest
825 N. Humboldt Ave
Willows, CA 95988
Phone: (530) 934-1164
E-Mail: jeremiah.laudenslager@usda.gov

C. Perform in accordance with the Annual Operating Plan, attached as Exhibit B.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Garofalo, Sheriff Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 **Telephone**: (530) 458-0200 **FAX**: (530) 458-4697 **Email**: jgarofalo@countyofcolusa.com	Mark Contreras, Lieutenant Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 **Telephone**: (530) 458-0238 **FAX**: (530) 458-4697 **Email**: mcontreras@countyofcolusa.com
Cooperator Finance Contact	
James Pastorino, Budget & Finance Officer Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 **Telephone**: (530) 458-0209 **FAX**: (530) 458-4697 **Email**: jpastorino@countyofcolusa.com	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michael Casey, Patrol Captain 825 N. Humboldt Ave Willows, CA 95988 **Telephone**: (530) 934-1261 **Email**: michael.casey@usda.gov	Michelle Brown. Program Assistant 825 N. Humboldt Ave Willows, CA 95988 **Telephone**: (530) 934-1194 **Email**: michelle.t.brown@usda.gov

U.S. Forest Service Program Coordinator Contact	U.S. Forest Service Grants & Agreements Contact
Don Hoang, Special Agent in Charge 1323 Club Drive Vallejo, CA 94592-1110 **Telephone**: (707) 562-8647 **FAX**: (707) 562-9031 **Email**: don.hoang@usda.gov	Karen McWilliams, G&A Specialist 701 N. Santa Anita Ave Arcadia, CA 91006 **Telephone**: (626) 574-5221 **Email**: karen.mcwilliams@usda.gov

C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:

1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.

6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.

G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.

K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to the Cooperator.

3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

T. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

C21-0

V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through September 30, 2025.

X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

2-19-21

JOE GAROFALO, SHERIFF — Date
Colusa County Sheriff's Department

ANN CARLSON Digitally signed by ANN CARLSON Date: 2020.10.21 08:29:19 -07'00'

ANN D. CARLSON, FOREST SUPERVISOR — Date
U.S. Forest Service, Mendocino National Forest

2/16/21

Board Chair Member — Date
Colusa County Board of Supervisor's

3/2/21

DON HOANG, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

KAREN MCWILLIAMS Digitally signed by KAREN MCWILLIAMS Date: 2020.10.12 15:35:28 -07'00'

KAREN MCWILLIAMS — Date
U.S. Forest Service, Grants Management Specialist

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Attachment: 21-LE-013 Colusa CO MNF (6501 : Modification(s) of U.S. Forest Service Agreement)

FS Agreement No. 21-LE-11051360-013
Cooperator Agreement No. Mod-001

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATING PLAN & FINANCIAL PLAN
Between The
COLUSA, COUNTY OF
And the
USDA, FOREST SERVICE
MENDOCINO NATIONAL FOREST

2021 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Colusa, County of, hereinafter referred to as "the Cooperator" and the USDA, Forest Service, Mendocino National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #21-LE-11051360-013 executed on March 2, 2021. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2020 and ending September 30, 2021.

Previous Year Carry-over: $0.00
Current Fiscal Year Obligation: $6,500
FY-2021 Total Annual Operating Plan: $6,500.

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Garofalo, Sheriff Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 Phone: (530) 458-0200 FAX: (530) 458-4697 E-Mail: jgarfalo@countyofcolusa.com	Jose Ruiz, Lieutenant Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 Phone: (530) 458-0238 FAX: (530) 458-4697 E-Mail: jruiz@countyofcolusa.com

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

Cooperator Finance Contact	
James Pastorino, Budget&Finance Officer Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 Phone: (530) 458-0209 FAX: (530) 458-4697 E-Mail: jpastorino@countyofcolusa.com	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michael E. Casey, Patrol Captain Mendocino National Forest 825 N. Humboldt Ave Willows, CA 95988 Phone: (530) 934-1261 FAX: (530) 934-1128 E-Mail: michael.casey@usda.gov	Michelle Brown, Program Assistant Mendocino National Forest 825 N. Humboldt Ave Willows, CA 95988 Phone: (530) 934-1194 FAX: (530) 934-1128 E-Mail: michelle.t.brown@usda.gov
U.S. Forest Service Program Coordinator Contact	**U.S. Forest Service Grants & Agreement Contact**
Don Hoang, Special Agent in Charge Pacific Southwest Regional Office 1323 Club Drive Vallejo, CA 94592-1110 Phone: (707) 562-8647 FAX: (707) 562-9031 E-Mail: don.hoang@usda.gov	Karen McWilliams Grants Management Specialist Angeles National Forest 701 North Santa Anita Ave. Arcadia, CA 91006 Phone: (626) 574-5221 E-Mail: karen.mcwilliams@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages plus fringe benefits for the individual officer at the rate of $80.81/hr (base) or $121.21 (overtime). Rates will vary depending on individual.

Mileage rate of $0.44/mile.

Colusa County Dispatch's available funding is $2,000.00, to provide dispatch services to Forest Service Law Enforcement Officers. (see section IV. DISPATCH SERVCES below.)

Funds not used for dispatch may be used for Patrol activities.

Supplies, equipment, and /or training: Actual documented costs as agreed to in advance. (see sections V. TRAINING and VI. EQUIPMENT AND SUPPLIES)

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

II. AGREEMENTS:

Subject to available manpower and funding, it is hereby agreed:

1. The Colusa, County of Agrees:

   a. Provide protection of persons and their property when they are visiting or using the Mendocino National Forest, and to utilize the opportunity to cooperate with the State and Federal agencies in carrying out their specific responsibilities related to the National Forest System lands.

   b. Mutually work together with Forest Service Law Enforcement Officers on criminal activities occurring on National Forest System lands.

   c. Work cooperatively and assist the Forest Service employees working with resource management issues within Colusa County.

   d. When requested by the Forest Service, the County will dispatch additional sworn deputies, within availability of personnel, to assist with investigations, apprehensions, or detaining individuals suspected of offenses against the National Forest.

   e. Deputies assigned to these patrols will be regular Deputy Sheriff's meeting California Peace Officer Standard for Training. The purpose of these patrols is to provide protection for the public and law enforcement assistance for the Forest Service Law Enforcement Officers.

   f. Advise the Forest Service of all major ongoing incidents, investigations, and/or search and rescue activities, occurring on National Forest System lands when Forest Service employee's safety, public safety, and/or resources that may be at risk.

   g. Complete and provide the Forest Service with Form: FS-5300-5, Cooperative Law Enforcement Activity Report (attached). This form identifies the number and types of crimes occurring on National Forest System lands.

   h. Deputy's operating under this agreement will provide a patrol log identifying services rendered and activities preformed. The patrol log will be provided to the Patrol Captain by the county. No payment will be authorized until logs are received.

   i. Provide dispatch services to authorized Forest Service Law Enforcement Officers.

   j. To furnish itemized statements of expenses to the Forest Service for expenditures. Law Enforcement Billing Summary is attached.

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

2. The Forest Service Agrees:

   a. Promptly provide the County with information on the incidents involving criminal activity associated with the crimes against persons and/or their property with the National Forest System lands.

   b. When requested by the County, to dispatch Law Enforcement Officers, within availability on the Forest Service, to incidents within the National Forest System lands, or having a nexus to the National Forest System lands.

   c. To advise the County of all major ongoing incidents, investigations, and/or operations that may require assistance from the county.

   d. To loan the Colusa, County of equipment as needed when mutually agreed upon by both parties.

   e. That any action taken by a Colusa County Deputy, acting under this agreement, to protect life, property, and /or resources on National Forest System lands will be considered a reimbursable service during authorized performance periods.

   f. To process invoices for reimbursement from Colusa County within 30 days of receipt.

III. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

   1. Patrol will be emphasized on the following Forest Service Patrol areas:

   AREA 1: To conduct patrols on the Grindstone Ranger District as follows:

   Letts Lake and Davis Flat Recreation Areas:

   Presidents Day Weekend: 2/12/2021 – 2/15/2021
   Memorial Day Weekend: 5/28/2021 – 5/31/2021
   Independence Day Weekend: 7/02/2021– 7/05/2021
   Labor Day Weekend: 9/03/2021 – 9/06/2021

   Time and Duration will be agreed upon by the County and Forest Service.

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

AREA 2: Mendocino National Forest general patrol:

Conduct high visibility patrols during opening weekends of deer season (rifle).

This includes all campgrounds and dispersed Campsites within Colusa County on the Mendocino National Forest.

Total reimbursement for this category shall not exceed the amount of: **$4,500.00**

Unused dispatch funds may be used for patrol/equipment/supplies/training activities, in which case the maximum reimbursement may not exceed the amount of: **$6,500.00**

IV. DISPATCH SERVCES:

See Cooperative Law Enforcement Agreement Provision IV-I for additional information.

Total reimbursement for this category shall not exceed the amount of: **$2,000**.
Unused dispatch funds may be used for patrol/equipment/supplies/training activities.

V. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Training: Actual documented costs as agreed to in advance.

Total reimbursement for this category will come out of patrol and/or dispatch funding.
Unused patrol and/or dispatch funds may be used for training activities.

VI. EQUIPMENT AND SUPPLIES:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Equipment and Supplies: Actual documented costs as agreed to in advance.

Total reimbursement for this category will come out of patrol and/or dispatch funding.
Unused patrol and/or dispatch funds may be used for equipment and supplies.

VII. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VIII. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. For services requested in items III, and, IV reimbursement will be based upon itemized bills furnished either monthly, quarterly, or as a lump sum, along with certification that the services have performed. Final billing for reimbursement must be received by the Forest Service before **December 31, 2021**

1. **Mail copies of itemized billing statements & patrol logs to:**

Michael Casey, Patrol Captain
U.S. Forest Service
Mendocino National Forest
825 N. Humboldt Ave.
Willows, CA 95988
Phone: (530) 934-1261
E-Mail: michael.casey@usda.gov

2. **The Albuquerque Service Center is the payment center for all payments. Do not send back up documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following 3 options:**

    1. **US Forest Service**
       Albuquerque Service Center
       Payments – Grants & Agreements
       101 B Sun Ave. NE
       Albuquerque, NM 87109

    2. **Or fax to : 877.687.4894 – Attn: Payments - Grants & Agreements**

    3. **Or E-Mail scanned invoice to:** SM.FS.asc_ga@usda.gov

NOTE: Annually update the SAM registration of the County Sheriff's DUNS# on the new System for Award Management, (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer)

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

banking information. No longer utilizing the Central Contract Registration, (CCR) as of the end of July 2012

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$4,500.00	
Dispatch Services	$2,000.00	
Total	**$6,500.000**	

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JOE GAROFALO, Sheriff — Date
Colusa, County of

ANN CARLSON Digitally signed by ANN CARLSON Date: 2021.03.18 11:46:59 -07'00' 3/18/21

ANN D. CARLSON, Forest Supervisor — Date
U.S. Forest Service, Mendocino National Forest

Board Chair — Date
Colusa, County Board of Supervisor

DON HOANG, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

The authority and format of this agreement have been reviewed and approved for signature.

GERALDINE BORDASH Digitally signed by GERALDINE BORDASH
Date: 2021.03.15 20:10:13 -07'00' 3/15/21

GERALDINE C. BORDASH Date
U.S. Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) 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. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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Law Enforcement Billing Summary
Patrol

USDA Forest Service, Mendocino NF	County: Colusa

Law Enforcement Billing Summary	Month:	Year:

Check appropriate block: ___x____ Coop Patrol _____ Controlled Substance Operations

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	$
C. Total Salary Reimbursement: (subtotal 1)	$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.) 1. _____ 2. _____ 3. _____ 4. _____	 $_____ $_____ $_____ $_____
E. Total of D1 - D4 (subtotal 2)	$
F. Total Invoice Reimbursement:	$
G. Total Reimbursement for Maximum Op Plan Amt:	$

Certification Statement

County Sheriff		USFS Patrol Captain	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Patrol Captain	Date

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

USDA Forest Service

LAW ENFORCEMENT ACTIVITY REPORT

(Ref. FSM 5300)

Agreement Number
21-LE-11051360-013

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):	2. National Forest:
Colusa County Sheriff Department	Mendocino

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	08	CA	Colusa		

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	No. (23-24)	9. Property Stolen (25-30) Dollars

10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
PART I - FBI UNIFORM CRIME REPORTING			
01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		
PART II - FBI UNIFORM CRIME REPORTING			
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		
PART III - COOPERATOR ASSISTS			
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

Attachment: Exhibit A 21-LE-11051360-013-Colusa-MNF FY-21 Patrol AOP (ga signed) (6501 : Modification(s) of U.S. Forest Service Agreement)

FS Agreement No. 21-LE-11051360-013
Cooperator Agreement No.
Modification No. 02

EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
COLUSA , COUNTY OF
And the
USDA, FOREST SERVICE
MENDOCINO NATIONAL FOREST

2021 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Colusa County Of, hereinafter referred to as "CCO," and the USDA, Forest Service, Mendocino National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement # executed on March 2, 2021. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2020 and ending September 30, 2021.

Prior Year Carryover: $0.00
FY-2021 Obligation: $9,000
FY-2021 Total Annual Operating Plan: $9,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Garofalo, Sheriff Colusa County 929 Bridge Street Colusa, CA 95932-2837 **Phone:** 530-458-0200 **FAX:** 530-458-4697 **E-Mail:** jgarofalo@colusasheriff.com	Jose Ruiz, Lieutenant, Colusa County 929 Bridge Street Colusa, CA 95932 **Phone:** 530-458-0238 **FAX:** 530-458-4697 **E-Mail:** jruiz@countyofcolusa.com

Attachment: Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
JJ Laudenslager, Special Agent Mendocino National Forest 825 N. Humboldt Willows, CA 95988 **Phone:** 530-934-1164 **Cell:** 530-409-2350 **E-Mail:** jeramiah.laudenslager@usda.gov	Heather Rivera, Administrative Specialist Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 **Phone:** 707-562-8646 **FAX:** 707-562-9031 **E-Mail:** heather.rivera@usda.gov
U.S. Forest Service Program Coordinator Contact	**U.S. Forest Service Program Coordinator Contact**
Tony Magarrell Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 **Phone**: 707-562-8662 **FAX:** 707-562-9031 **E-Mail:** tony.magarrell@usda.gov	Karen McWilliams Grants Management Specialist Angeles National Forest 7041 N. Santa Anita Ave. Arcadia, CA 91006 **Phone:** 626-574-5221 **E-Mail:** karen.mcwilliams@usda.gov

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- J of Agreement No. 21-LE-11051360-013, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:

1. To reimburse CCO for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:

   a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

   b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

2. To reimburse CCO for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest System lands, including:

Attachment: Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.

b. Apprehension of persons suspected of producing or trafficking controlled substances.

c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.

d. Prosecution of persons suspected of producing or trafficking controlled substances.

3. To reimburse CCO for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

   Note: CCO retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse CCO for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

   Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. CCO agrees:

1. Within its capability, to perform the following activities on National Forest System lands:

   a. Detect and inventory locations associated with illegal production or trafficking of controlled substances and notify the U.S. Forest Service of such locations as soon as possible.

   b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.

   c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.

2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II**, **A** of this Operating and

Attachment: Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and CCO mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to CCO under this agreement;

Salary (base)	**$67.87** per hour,
Salary (overtime)	**$69.45** per hour,
Per diem costs	**$39**/M&IE + **$60**/Lodging,
Travel (mileage and fares)	**$0.44** per mile,
Helicopter flight time	**Actual documented costs**,
Supplies or equipment	**Actual documented costs**

2. The total expenditures of CCO that may be reimbursed may not exceed…. **$9,000** The total expenditures for item **A.4** may not exceed…… **10%** of the total allocation.

D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

CCO will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

Mail copies of itemized billing statements (Attachment A) to:

Heather Rivera, Admin Specialist
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592

Send photo copy to:
JJ Laudenslager, Special Agent
Mendocino National Forest
825 N. Humboldt
Willows, CA 95988

Attachment: Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

a. Send hard copy invoices to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894
Or e-mail scanned invoice to: SM.FS.asc_ga@usda.gov

b. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2021 in order to receive payment.

c. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

Attachment: Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

JOE GAROFALO, SHERIFF
Colusa, County Of
Date

Chairperson, Board of Supervisors
Colusa, County Of
Date

DON HOANG, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region
Date

The authority and format of this agreement has been reviewed and approved for signature.

GERALDINE BORDASH
Digitally signed by GERALDINE BORDASH
Date: 2021.03.19 17:01:14 -07'00'
3/19/21

GERALDINE C. BORDASH
U.S. Forest Service, Grants Management Specialist
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) 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. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

Attachment: Exhibit B 21-LE-1105360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

Law Enforcement Billing Summary
Drug

USDA Forest Service, Mendocino NF	County: Colusa

Law Enforcement Billing Summary	Month:	Year:

Check appropriate block: _____ Coop Patrol ___x___ Controlled Substance Operations

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	$
C. Total Salary Reimbursement: (subtotal 1)	$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.) 1. _____ 2. _____ 3. _____ 4. _____	 $_____ $_____ $_____ $_____
E. Total of D1 - D4 (subtotal 2)	$
F. Total Invoice Reimbursement:	$
G. Total Reimbursement for Maximum Op Plan Amt:	$

Certification Statement

County Sheriff		USFS Special Agent	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Special Agent	Date

USDA Forest Service

LAW ENFORCEMENT ACTIVITY REPORT

(Ref. FSM 5300)

Agreement Number
21-LE-11051360-013

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):	2. National Forest:
Colusa County Sheriff Department	Mendocino

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	08	CA	Colusa		

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	No. (23-24)	9. Property Stolen (25-30) Dollars

10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
PART I - FBI UNIFORM CRIME REPORTING			
01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		
PART II - FBI UNIFORM CRIME REPORTING			
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		
PART III - COOPERATOR ASSISTS			
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

Attachment: Exhibit B 21-LE-11051360-013 Colusa-MNF FY-21 Drug AOP (ga signed rvsd) (6501 : Modification(s) of U.S. Forest Service

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Clerk Recorder/Elections**

FROM: **Rose Gallo-Vasquez**

SUBJECT: **Special Districts to move to Even Numbered Year Election**

Adopt a Resolution authorizing the implementation of requests from the Colusa County Water District, Arbuckle Public Utility District, Arbuckle Parks and Recreation District, Bear Valley-Indian Valley Fire Protection District and Glenn-Colusa Fire Protection District to move board elections from odd, to even numbered years.

Detailed Description/Background of request

In September 2015, the Governor signed Senate Bill No. 415 (SB 415), known as the California Voter Participation Rights Act, which in most instances requires local jurisdictions that currently hold elections for governing board members in odd-numbered years to move their elections to even-numbered years.

Although existing law generally requires that regularly scheduled county elections be held at the same time as statewide elections, other local jurisdictions (e.g., cities, school districts, and special districts) have greater flexibility when deciding when to hold regularly scheduled elections that are held to elect governing board members. Election that are held at the same time as statewide elections are often referred to as "on-cycle" elections, while elections held at other times are often referred to as "off-cycle" elections.

The degree to which local governments hold their elections on-cycle or off-cycle varies significantly throughout the state. A small percent of the counties in California do not have regularly-scheduled off-cycle elections, because all the local jurisdictions in those counties hold their governing board elections at the same time as statewide elections. In other counties, large numbers of cities, school districts, and special districts hold their governing board elections off-cycle in November of odd-numbered years. A smaller number of local jurisdictions hold their regularly scheduled governing board elections on other permitted off-cycle dates.

Section 10404(C) requires the Clerk of the Board to "notify all districts located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.

The Clerk of the Board mailed out letters to all the Districts on April 1, 2021 requesting

comments, if any, be sent back to the Clerk of the Boards office by April 20, 2021.

The elections official has prepared the impact analysis of the proposed consolidation and provided it to the Board, and it is included with this item.

The Board of Supervisors is required by Section 10404 to approve the proposed change unless it finds that "the ballot style, voting, voting equipment, or computer capacity is such that additional elections or materials cannot be handled." Upon approval by the Board of Supervisors, the Election Department will prepare and mail a notice within 30 days, at the districts' expense, to the registered voters of the districts affected by the consolidation informing them of the election date change [Elections Code Section 10404}

Prior Board Action

None

Fiscal Impact/Funding Source

The changes may increase the number of ballot types since unique ballot types are required in precincts that contain the same districts. As more contests are potentially added to even-year ballots, the number of ballot cards per ballot could increase, thereby increasing costs. The expectation of a multiple-card ballot exists now whether or not jurisdictions change from odd - to even-year elections. Adding cards would increase the cost of ballots when required for particular ballot types, and the cost of postage would potentially increase. The county would continue to pay for 100% of the base costs for conducting an election and the districts would be billed for election costs specifically attributable to the addition of their contest(s) on the ballot (Example: If a districts contest(s) appearing on the ballot causes a new ballot style, increase either the length of the ballot, the number of ballot pages or the size of the voter guide). In general base cost are those costs that the county would have incurred to conduct the election regardless of whether the district was on the ballot or not.

Action for the Clerk

Notify all districts located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.

Notify the County Elections Official if approved. Update Clerk of the Board's records to show extended terms of office for all office holders.

ATTACHMENTS:

- Resolution moving from odd year to even year elections 2021 (DOCX)
- Arbuckle Public Utility District (PDF)
- Resolution 21-02 - APRD (PDF)
- CCWD Resolution2020-03CountyElect_Certified (PDF)
- Bear Valley-Indian Valley Fire Protection District (PDF)
- Glenn Colusa Fire Protection District (PDF)

- Special Districts Impact Analysis 2021 (PDF)
- SACRAMENTO RIVER FIRE DISTRICT LTR (PDF)
- Ltr frm Maxwell Cemetery District dtd 4-14-2021 (PDF)

Attachment: Resolution moving from odd year to even year elections 2021 [Revision 1] (6496 : Special Districts to move to Even Numbered

RESOLUTION NO. 21-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING IMPLEMENTATION OF SPECIAL DISTRICTS' REQUESTS THAT FUTURE BOARD ELECTIONS BE MOVED FROM ODD, TO EVEN NUMBERED YEARS.

WHEREAS, in September 2015 the Governor signed Senate Bill No. 415, which in most instances requires political subdivisions, including cities, school districts, community college districts, and other districts organized pursuant to state law, to move their elections for governing board members from odd-numbered years to even numbered years if their election currently occur on odd-numbered years;

WHEREAS, the Governing Boards of the Colusa County Water District, Arbuckle Public Utility District, Arbuckle Recreation and Park District, Bear Valley-Indian Valley Fire Protection District, Glenn-Colusa Fire Protection District approved resolutions pursuant to Section 10404(b) of the California Election Code requesting that election dates for future District Board elections be moved from odd to even numbered years;

WHEREAS, the Districts' submitted a resolution to the Board of Supervisors and Section 10404(e) requires this Board to act on the request within sixty days:

WHEREAS, pursuant to Section 10404(e), the Registrar of Voters submitted to the Board of Supervisors an impact analysis of the proposed action, and according to said report, the Colusa County Registrar of Voters is able to handle the impact that the Districts' requested change will have on the ballot style, voting equipment, and computer capacity; and

WHEREAS, the Board of Supervisors is required by Section 10404(e) to approve the proposed change unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors does not find that the ballot style, voting equipment, or computer capacity of the Colusa County Registrar of Voters is such that additional elections or materials cannot be handled in relation to the Districts' requests, and accordingly the implementation of the Districts' resolutions are approved, with the first election occurring at the November 8, 2022, statewide general elections.

BE IT FURTHER RESOLVED that the terms of officeholders shall be extended as necessary, but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by this Board.

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PASSED AND ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Board Chair

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

By _____
, Deputy Clerk

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: Resolution moving from odd year to even year elections 2021 [Revision 1] (6496 : Special Districts to move to Even Numbered

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBUCKLE PUBLIC UTILITY DISTRICT, COUNTY OF COLUSA, STATE OF CALIFORNIA

RESOLUTION NO. 21-2

RESOLUTION REQUESTING CONSOLIDATION OF FUTURE GENERAL DISTRICT ELECTIONS WITH THE STATEWIDE GENERAL ELECTIONS EFFECTIVE IN 2021

WHEREAS, the Board of Directors of the Arbuckle Public Utility District ("District") consists of three (3) members elected from within the District; and

WHEREAS, pursuant to California Elections Code section1304, the District Directors serve staggered terms and are elected at the general district election held in November of odd-numbered years; and

WHEAREAS, statewide general elections are held in California in November of even-numbered years, pursuant to California Elections Code section 1001; and

WHEREAS, California Elections Code Sections 14050 through 14057 knows as the California Voter Participation Rights Act requires district to transition their odd-year general district elections of Directors to the same date as the even year November statewide general elections is past elections resulted in a significant decrease in voter turnout; and

WHEREAS, the Board of Directors believes that the rescheduling to even-numbered year elections may enhance voter participation, and recognize that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, if the change of election date is approved by the Colusa County Board of Supervisors, then those members of the Board of Directors whose terms of office would have, prior to the adoptions of this resolution, expired prior to the statewide general election shall, instead continue in their offices until their successors are elected and qualified, but in no event shall the terms be extended more than one year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts this resolution to consolidate the election date for members of the Board, with the statewide general elections held in November of even-numbered years.

APPOVED, PASSED AND ADOPTED ON February 11, 2021, by the following vote:

AYES: 3
NOES: ø
ABSENT: ø
ABSTAIN: ø

President of the Board of Directors

Attachment: Arbuckle Public Utility District (6496 : Special Districts to move to Even Numbered Year Elections)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBUCKLE PARKS & RECREATION DISTRICT, COUNTY OF COLUSA, STATE OF CALIFORNIA

RESOLUTION NO. 21-02

RESOLUTION REQUESTING CONSOLIDATION OF FUTURE GENERAL DISTRICT ELECTIONS WITH THE STATEWIDE GENERAL ELECTIONS EFFECTIVE IN 2021

WHEREAS, the Board of Directors of the ARBUCKLE PARKS & RECREATION District (District") consists of five (5) members elected from within the District; and

WHEREAS, pursuant to California Elections Code section1304, the District Directors serve staggered terms and are elected at the general district election held in November of odd-numbered years; and

WHEAREAS, statewide general elections are held in California in November of even-numbered years, pursuant to California Elections Code section 1001; and

WHEREAS, California Elections Code Sections 14050 through 14057 knows as the California Voter Participation Rights Act requires district to transition their odd-year general district elections of Directors to the same date as the even year November statewide general elections is past elections resulted in a significant decrease in voter turnout; and

WHEREAS, the Board of Directors believes that the rescheduling to even-numbered year elections may enhance voter participation, and recognize that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, if the change of election date is approved by the Colusa County Board of Supervisors, then those members of the Board of Directors whose terms of office would have, prior to the adoptions of this resolution, expired prior to the statewide general election shall, instead continue in their officesuntil their successors are elected and qualified, but in no event shall the terms be extended more than one year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts this resolution to consolidate the election date for members of the Board, with the statewide general elections held in November of even-numbered years.

APPOVED, PASSED AND ADOPTED ON FEBRUARY 15th, by the following vote:

AYES: Charles Wayman, Andrew Pina & Susan Lytal
NOES:
ABSENT: Ellen Voorhees, Jody Ehrke
ABSTAIN:

President of the Board of Directors

Attachment: Resolution 21-02 - APRD (6496 : Special Districts to move to Even Numbered Year Elections)

RESOLUTION NO. 2020 – 03

A RESOLUTION OF THE BOARD OF COLUSA COUNTY WATER DISTRICT REQUESTING CONSOLIDATION OF FUTURE GENERAL DISTRICT ELECTIONS WITH THE STATEWIDE GENERAL ELECTIONS EFFECTIVE IN 2021

WHEREAS, the Board of Directors of the Colusa County Water District ("District") consists of five (5) members elected from within the District; and

WHEREAS, pursuant to California Elections Code section1304, the District Directors serve staggered terms and are elected at the general district election held in November of odd-numbered years; and

WHEAREAS, statewide general elections are held in California in November of even-numbered years, pursuant to California Elections Code section 1001; and

WHEREAS, California Elections Code Sections 14050 through 14057 knows as the California Voter Participation Rights Act requires district to transition their odd-year general district elections of Directors to the same date as the even year November statewide general elections is past elections resulted in a significant decrease in voter turnout; and

WHEREAS, the Board of Directors believes that the rescheduling to even-numbered year elections may enhance voter participation, and recognize that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, if the change of election date is approved by the County Board of Supervisors, then those members of the Board of Directors whose terms of office would have, prior to the adoptions of this resolution, expired prior to the statewide general election shall, instead continue in their offices until their successors are elected and qualified, but in no event shall the terms be extended more than one year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts this resolution to consolidate the election date for members of the Board, with the statewide general elections held in November of even-numbered years.

PASSED AND ADOPTED this 10th day of March, 2021, by the following vote:

AYES: D.Griffin, L.Rominger, H.Charter, K.Myers, J.Marsh

NOES: None

ABSENT: None

Doug Griffin, President

ATTEST:
Shelly Murphy, Secretary

Attachment: CCWD Resolution2020-03CountyElect_Certified (6496 : Special Districts to move to Even Numbered Year Elections)

I, Shelly L. Murphy, the duly and regularly appointed Secretary of the COLUSA COUNTY WATER DISTRICT, hereby certify that the foregoing is a true, correct and exact copy of a resolution of the Board of Directors of the COLUSA COUNTY WATER DISTRICT, duly and regularly passed and adopted at a special meeting of the said Board of Directors at Arbuckle, California on March 10, 2021, the original of which is on file in my office and duly and regularly entered in the official records of proceedings of the Board of Directors of the COLUSA COUNTY WATER DISTRICT.

DATED: March 19, 2021

SECRETARY

Attachment: CCWD Resolution2020-03CountyElect_Certified (6496 : Special Districts to move to Even Numbered Year Elections)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAR VALLEY-INDIAN VALLEY FIRE PROTECTION DISTRICT, COUNTIES OF COLUSA AND GLENN, STATE OF CALIFORNIA

RESOLUTION NO. 3-9-21

RESOLUTION REQUESTING CONSOLIDATION OF FUTURE GENERAL DISTRICT ELECTIONS WITH THE STATEWIDE GENERAL ELECTIONS EFFECTIVE IN 2021

WHEREAS, the Board of Directors of the Bear Valley-Indian Valley Fire Protection District ("District") consists of five (5) members elected from within the District; and

WHEREAS, pursuant to California Elections Code section 1304, the District Directors serve staggered terms and are elected at the general district election held in November of odd-numbered years; and

WHEREAS, statewide general elections are held in California in November of even-numbered years, pursuant to California Elections Code section 1001; and

WHEREAS, California Elections Code Sections 14050 through 14057 known as the *California Voter Participation Rights Act* requires districts to transition their odd-year general district elections of Directors to the same date as the even year November statewide general elections if past elections resulted in a significant decrease in voter turnout; and

WHEREAS, the Board of Directors believes that rescheduling to even-numbered year elections may enhance voter participation, and recognize that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, California Elections Code section 1303(b) establishes a procedure whereby the Directors may change the election date for its Board of Directors by adopting a resolution seeking approval of the change by the Colusa County and Glenn County Board of Supervisors; and

WHEREAS, if the change of election date is approved by the Colusa County and Glenn County Board of Supervisors, then those members of the Board of Directors whose terms of office would have, prior to the adoption of this resolution, expired prior to the statewide general election shall, instead continue in their offices until their successors are elected and qualified, but in no event shall the term be extended more than one year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts this resolution to consolidate the election date for members of the Board, with the statewide general elections held in November of even-numbered years.

APPROVED, PASSED AND ADOPTED on 3/9/2021, by the following vote:

AYES: 3

NOES: 1

ABSENT ~~0~~

ABSTAIN: ~~0~~

President of the Board of Directors

Attachment: Bear Valley-Indian Valley Fire Protection District (6496 : Special Districts to move to Even Numbered Year Elections)

MAR 04 2021
ROSE GALLO-VASQUE
COLUSA COUNTY CLERK-RECORD

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GLENN-COLUSA FIRE PROTECTION DISTRICT, COUNTIES OF GLENN AND COLUSA, STATE OF CALIFORNIA

RESOLUTION NO._____

RESOLUTION REQUESTING CONSOLIDATION OF FUTURE GENERAL DISTRICT ELECTIONS WITH THE STATEWIDE GENERAL ELECTIONS EFFECTIVE IN 2021

WHEREAS, the Board of Directors of the Glenn-Colusa Fire Protection District ("District") consists of three (3) members elected from within the District; and

WHEREAS, pursuant to California Elections Code section 1304, the District Directors serve staggered terms and are elected at the general district election held in November of odd-numbered years; and

WHEREAS, statewide general elections are held in California in November of even-numbered years, pursuant to California Elections Code section 1001; and

WHEREAS, California Elections Code Sections 14050 through 14057 known as the *California Voter Participation Rights Act* requires districts to transition their odd-year general district elections of Directors to the same date as the even year November statewide general elections if past elections resulted in a significant decrease in voter turnout; and

WHEREAS, the Board of Directors believes that rescheduling to even-numbered year elections may enhance voter participation, and recognize that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, California Elections Code section 1303(b) establishes a procedure whereby the Directors may change the election date for its Board of Directors by adopting a resolution seeking approval of the change by the Glenn County and Colusa County Board of Supervisors; and

WHEREAS, if the change of election date is approved by the Glenn County and Colusa County Board of Supervisors, then those members of the Board of Directors whose terms of office would have, prior to the adoption of this resolution, expired prior to the statewide general election shall, instead continue in their offices until their successors are elected and qualified, but in no event shall the term be extended more than one year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopt this resolution to consolidate the election date for members of the Board, with the statewide general elections held in November of even-numbered years.

APPROVED, PASSED AND ADOPTED on 3-1-21, by the following vote:

AYES:

NOES:

ABSENT

ABSTAIN:

Troy Kaasa

Leroy D Beck

President of the Board of Directors

Leroy J. Beck

Attachment: Glenn Colusa Fire Protection District (6496 : Special Districts to move to Even Numbered Year Elections)

Colusa County Elections Department
Division of the Clerk-Recorder Registrar
Rose Gallo-Vasquez, County Clerk

March 23, 2021

To: Colusa County Board of Supervisors
Attn: Wendy G. Tyler, County Administrative Officer

From: Rose Gallo-Vasquez, County Clerk-Recorder Registrar of Voters

Cc: Colusa County Water District

Re: Impact analysis/cost effectiveness report on changing the election of Directors for the Colusa County Water District from odd-year to even-year general elections

The Colusa County Water District has notified the Colusa County Board of Supervisors of their desire to change to an even-numbered year general election. The district wants to reduce future election costs by moving to an even-numbered year statewide general election. The District currently participates in an odd-numbered year election cycle.

If the change is approved, the Colusa County Water District will experience savings in future even-year elections. I estimate that if the Colusa County Water District held an election today that was not combined with any other jurisdiction, the cost would be approximately $7,000. When combined with the November Statewide General Election, I estimate the cost would be approximately $1,500. Election years where board members are appointed in lieu of election, (due to an equal number or fewer candidates filing than there are positions to be filled), the cost of election services provided would remain the same irrespective of even or odd years.

The reason for the Colusa County Water District's higher cost to hold odd-year elections is that in some years, it has to assume the full cost in an odd-year election. It shares some of the same pool of voters with the Arbuckle Park and Recreation District which can, in some years, share the cost of an odd-year election. However, most years the Park & Rec District does not have sufficient nominees to go to an election; If the Colusa County Water District goes to an election and the Park and Rec District does not, the Colusa County Water District assumes 100% of cost of the election. In even-numbered years, the district would share some of the same pool of voters as the Arbuckle College City Fire Protection District and Pierce Joint Unified School District. Upon approval of consolidations, this district would also share some voters with the Arbuckle Park and Recreation District which could further reduce some of their costs.

In odd-numbered year elections, because fewer jurisdictions participate, the amount chargeable to each jurisdiction is usually much higher than the amount chargeable in an even-numbered year statewide election.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

In an even-numbered year statewide election, federal, state, county, cities, schools and special districts share the cost of elections. The portion attributable to federal, state and county, which amounts to approximately 65^{+}% of the total cost of an even-numbered year election, is absorbed by the county. With the county absorbing most of the base costs, the amount charged back to each local jurisdiction is much lower in an even-numbered year election compared to an odd-numbered year election.

Moving the election date from an odd-numbered year to an even-numbered year will extend the term of all incumbent's term by one year. The term of office of Directors whose term will expire in 2021 will be continued until the general election is held in November 2022; likewise, the term of office of Directors whose term will expire in 2023 will be continued until the general election is held in November 2024.

Colusa County Water District Governing Board		
	Current Terms odd-year election cycle	Extended Terms even-year gen. election cycle
Douglas A. Griffin	2021	2022
Knute M. Myers	2021	2022
Joseph M. Marsh	2023	2024
Lawrence K. Rominger	2023	2024
Halbert W. Charter	2023	2024

If approved, moving the Colusa County Water District to an even-year general election will impact certain areas of the elections such as the ballot layout, (potential for a longer ballot page, increased number of pages for the district's voters), ballot counting, canvass and certification (more time required with added contests), and the election reporting system, (added programming & testing). Although these factors are important to consider, the impact of the change would not have a significant effect on the voting equipment, the reporting system, or the Registrars ability to conduct the election. I recommend the Board of Supervisors approve Colusa County Water Districts request as permitted under California Elections Code 10404.

If approved by the Board of Supervisors, I will prepare and send notification of the Colusa County Water Districts change in election cycle to every registered voter of the District as required by the Elections Code.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

Colusa County Elections Department
Division of the Clerk-Recorder Registrar
Rose Gallo-Vasquez, County Clerk

March 29, 2021

To: Colusa County Board of Supervisors
Attn: Wendy G. Tyler, County Administrative Officer

From: Rose Gallo-Vasquez, County Clerk-Recorder Registrar of Voters

Cc: Arbuckle Public Utility District

Re: Impact analysis/cost effectiveness report on changing the election of Directors for the Arbuckle Public Utility District from odd-year to even-year general elections

The Arbuckle Public Utility District has notified the Colusa County Board of Supervisors of their desire to change to an even-numbered year general election. The district wants to reduce future election costs by moving to an even-numbered year statewide general election. The District currently participates in an odd-numbered year election cycle.

If the change is approved, the Arbuckle Public Utility District will experience savings in future even-year elections. I estimate that if the Arbuckle Public Utility District held an election today that was not combined with any other jurisdiction, the cost would be approximately $9,000. When combined with the November Statewide General Election, I estimate the cost would be approximately $2,000. Election years where board members are appointed in lieu of election, (due to an equal number or fewer candidates filing than there are positions to be filled), the cost of election services provided would remain the same irrespective of even or odd years.

The reason for the Arbuckle Public Utility District's higher cost to hold odd-year elections is that in some years, it has to assume the full cost in an odd-year election. It shares some of the same pool of voters with the Arbuckle Park and Recreation District which can, in some years, share the cost of an odd-year election. However, most years the Park & Rec District does not have sufficient nominees to go to an election; If the Park and Recreation District goes to an election and the Public Utility District does not, the Utility District assumes 100% of cost of the election. In even-numbered years, the district would share some of the same pool of voters as the Arbuckle College City Fire Protection District and Pierce Joint Unified School District. Upon approval of consolidations, this district would also share some voters with the Arbuckle Park and Recreation District which could further reduce some of their costs.

In odd-numbered year elections, because fewer jurisdictions participate, the amount chargeable to each jurisdiction is usually much higher than the amount chargeable in an even-numbered year statewide election.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

In an even-numbered year statewide election, federal, state, county, cities, schools and special districts share the cost of elections. The portion attributable to federal, state and county, which amounts to approximately 65^{+}% of the total cost of an even-numbered year election, is absorbed by the county. With the county absorbing most of the base costs, the amount charged back to each local jurisdiction is much lower in an even-numbered year election compared to an odd-numbered year election.

Moving the election date from an odd-numbered year to an even-numbered year will extend the term of all incumbent's term by one year. The term of office of Directors whose term will expire in 2021 will be continued until the general election is held in November 2022; likewise, the term of office of Directors whose term will expire in 2023 will be continued until the general election is held in November 2024.

Arbuckle Public Utility District Governing Board

	Current Terms odd-year election cycle	Extended Terms even-year gen. election cycle
John W. Scheimer	2021	2022
Kevin M. Wood	2021	2022
John R. Lauppe	2023	2024

If approved, moving the Arbuckle Public Utility District to an even-year general election will impact certain areas of the elections such as the ballot layout, (potential for a longer ballot page, increased number of pages for the district's voters), ballot counting, canvass and certification (more time required with added contests), and the election reporting system, (added programming & testing). Although these factors are important to consider, the impact of the change would not have a significant effect on the voting equipment, the reporting system, or the Registrars ability to conduct the election. I recommend the Board of Supervisors approve Arbuckle Public Utility Districts request as permitted under California Elections Code 10404.

If approved by the Board of Supervisors, I will prepare and send notification of the Arbuckle Public Utility Districts change in election cycle to every registered voter of the District as required by the Elections Code.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

Colusa County Elections Department
Division of the Clerk-Recorder Registrar
Rose Gallo-Vasquez, County Clerk

March 29, 2021

To: Colusa County Board of Supervisors
Attn: Wendy G. Tyler, County Administrative Officer

From: Rose Gallo-Vasquez, County Clerk-Recorder Registrar of Voters

Cc: Arbuckle Park and Recreation District

Re: Impact analysis/cost effectiveness report on changing the election of Directors for the Arbuckle Park and Recreation District from odd-year to even-year general elections

The Arbuckle Park and Recreation District as notified the Colusa County Board of Supervisors of their desire to change to an even-numbered year general election. The district wants to reduce future election costs by moving to an even-numbered year statewide general election. The District currently participates in an odd-numbered year election cycle.

If the change is approved, the Arbuckle Park and Recreation District will experience savings in future even-year elections. I estimate that if the Arbuckle Park and Recreation District held an election today that was not combined with any other jurisdiction, the cost would be approximately $14,000. When combined with the November Statewide General Election, I estimate the cost would be approximately $2,000. Election years where board members are appointed in lieu of election, (due to an equal number or fewer candidates filing than there are positions to be filled), the cost of election services provided would remain the same irrespective of even or odd years.

The reason for the Arbuckle Park and Recreation District's higher cost to hold odd-year elections is that in some years, it has to assume the full cost in an odd-year election. It shares some of the same pool of voters with the Arbuckle Public Utility District which can, in some years, share the cost of an odd-year election. However, most years the Public Utility District does not have sufficient nominees to go to an election; If the Park and Recreation District goes to an election and the Public Utility District does not, the Park & Rec District assumes 100% of cost of the election. In even-numbered years, the district would share some of the same pool of voters as the Arbuckle College City Fire Protection District and Pierce Joint Unified School District. Upon approval of consolidations, this district would also share some voters with the Arbuckle Public Utility District and the Colusa County Water District which could further reduce some of their costs.

In odd-numbered year elections, because fewer jurisdictions participate, the amount chargeable to each jurisdiction is usually much higher than the amount chargeable in an even-numbered year statewide election.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

In an even-numbered year statewide election, federal, state, county, cities, schools and special districts share the cost of elections. The portion attributable to federal, state and county, which amounts to approximately 65^{+}% of the total cost of an even-numbered year election, is absorbed by the county. With the county absorbing most of the base costs, the amount charged back to each local jurisdiction is much lower in an even-numbered year election compared to an odd-numbered year election.

Moving the election date from an odd-numbered year to an even-numbered year will extend the term of all incumbent's term by one year. The term of office of Directors whose term will expire in 2021 will be continued until the general election is held in November 2022; likewise, the term of office of Directors whose term will expire in 2023 will be continued until the general election is held in November 2024.

Arbuckle Park and Recreation District Governing Board		
	Current Terms odd-year election cycle	Extended Terms even-year gen. election cycle
Jody Ehrke	2021	2022
Ellen Voorhees	2021	2022
Andrew Pina	2021	2022
Charles Wayman	2023	2024
Susan Lytal	2023	2024

If approved, moving the Arbuckle Park and Recreation District to an even-year general election will impact certain areas of the elections such as the ballot layout, (potential for a longer ballot page, increased number of pages for the district's voters), ballot counting, canvass and certification (more time required with added contests), and the election reporting system, (added programming & testing). Although these factors are important to consider, the impact of the change would not have a significant effect on the voting equipment, the reporting system, or the Registrars ability to conduct the election. I recommend the Board of Supervisors approve Arbuckle Park and Recreation Districts request as permitted under California Elections Code 10404.

If approved by the Board of Supervisors, I will prepare and send notification of the Arbuckle Park and Recreation Districts change in election cycle to every registered voter of the District as required by the Elections Code.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

Colusa County Elections Department
Division of the Clerk-Recorder Registrar
Rose Gallo-Vasquez, County Clerk

March 23, 2021

To: Colusa County Board of Supervisors
Attn: Wendy G. Tyler, County Administrative Officer

From: Rose Gallo-Vasquez, County Clerk-Recorder Registrar of Voters

Cc: Bear Valley-Indian Valley Fire Protection District

Re: Impact analysis/cost effectiveness report on changing the election of Directors for the Bear Valley-Indian Valley Fire Protection District from odd-year to even-year general elections

The Bear Valley-Indian Valley Fire Protection District has notified the Colusa County Board of Supervisors of their desire to change to an even-numbered year general election. The district wants to reduce future election costs by moving to an even-numbered year statewide general election. The District currently participates in an odd-numbered year election cycle.

If the change is approved, the Bear Valley-Indian Valley Fire Protection District will experience savings in future even-year elections. I estimate that if the Bear Valley-Indian Valley Fire Protection District held an election today that was not combined with any other jurisdiction, the cost would be approximately $7,000. When combined with the November Statewide General Election, I estimate the cost would be approximately $1,500. Election years where board members are appointed in lieu of election, (due to an equal number or fewer candidates filing than there are positions to be filled), the cost of election services provided would remain the same irrespective of even or odd years.

The reason for the Bear Valley-Indian Valley Fire Protection District's higher cost to hold odd-year elections is that in some years, it has to assume the full cost in an odd-year election. It shares some of the same pool of voters with the Stonyford Recreation and Park District which can, in some years, share the cost of an odd-year election. However, most years the Rec & Pk District does not have sufficient nominees to go to an election; If the Bear Valley-Indian Valley Fire Protection District goes to an election and the Rec & Park District does not, the Bear Valley-Indian Valley Fire Protection District assumes 100% of cost of the election. In even-numbered years, the district would share some of the same pool of voters as the Stony Creek Joint Unified School District and the Maxwell Unified School District which could further reduce some of their costs.

In odd-numbered year elections, because fewer jurisdictions participate, the amount chargeable to each jurisdiction is usually much higher than the amount chargeable in an even-numbered year statewide election.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

In an even-numbered year statewide election, federal, state, county, cities, schools and special districts share the cost of elections. The portion attributable to federal, state and county, which amounts to approximately 65^{+}% of the total cost of an even-numbered year election, is absorbed by the county. With the county absorbing most of the base costs, the amount charged back to each local jurisdiction is much lower in an even-numbered year election compared to an odd-numbered year election.

Moving the election date from an odd-numbered year to an even-numbered year will extend the term of all incumbent's term by one year. The term of office of Directors whose term will expire in 2021 will be continued until the general election is held in November 2022; likewise, the term of office of Directors whose term will expire in 2023 will be continued until the general election is held in November 2024.

Bear Valley-Indian Valley Fire Protection District Governing Board		
	Current Terms odd-year election cycle	Extended Terms even-year gen. election cycle
Francis "Frank" Elliott	2021	2022
District in process of filling vacancy	2021	2022
Frank A. Pendell	2023	2024
Dwain L. Whitney	2023	2024
Ralph W. Minto	2023	2024

If approved, moving the Bear Valley-Indian Valley Fire Protection District to an even-year general election will impact certain areas of the elections such as the ballot layout, (potential for a longer ballot page, increased number of pages for the district's voters), ballot counting, canvass and certification (more time required with added contests), and the election reporting system, (added programming & testing). Although these factors are important to consider, the impact of the change would not have a significant effect on the voting equipment, the reporting system, or the Registrars ability to conduct the election. I recommend the Board of Supervisors approve Bear Valley-Indian Valley Fire Protection Districts request as permitted under California Elections Code 10404.

If approved by the Board of Supervisors, I will prepare and send notification of the Bear Valley-Indian Valley Fire Protection Districts change in election cycle to every registered voter of the District as required by the Elections Code.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

Colusa County Elections Department
Division of the Clerk-Recorder Registrar
Rose Gallo-Vasquez, County Clerk

March 29, 2021

To: Colusa County Board of Supervisors
Attn: Wendy G. Tyler, County Administrative Officer

From: Rose Gallo-Vasquez, County Clerk-Recorder Registrar of Voters

Cc: Glenn-Colusa Fire Protection District

Re: Impact analysis/cost effectiveness report on changing the election of Directors for the Glenn-Colusa Fire Protection District from odd-year to even-year general elections

The Glenn-Colusa Fire Protection District has notified the Colusa County Board of Supervisors of their desire to change to an even-numbered year general election. The district wants to reduce future election costs by moving to an even-numbered year statewide general election. The District currently participates in an odd-numbered year election cycle.

If the change is approved, the Glenn-Colusa Fire Protection District will experience savings in future even-year elections. I estimate that if the Glenn-Colusa Fire Protection District held an election today that was not combined with any other jurisdiction, the cost would be approximately $4,000. When combined with the November Statewide General Election, I estimate the cost would be approximately $1,500. Election years where board members are appointed in lieu of election, (due to an equal number or fewer candidates filing than there are positions to be filled), the cost of election services provided would remain the same irrespective of even or odd years.

The reason for the Glenn-Colusa Fire Protection District's higher cost to hold odd-year elections is that in some years, it has to assume the full cost in an odd-year election. It shares some of the same pool of voters with the Stonyford Recreation and Park District which can, in some years, share the cost of an odd-year election. However, most years the Rec & Pk District does not have sufficient nominees to go to an election; If the Glenn-Colusa Fire Protection District goes to an election and the Rec & Park District does not, the Glenn-Colusa Fire Protection District assumes 100% of cost of the election. In even-numbered years, the district would share some of the same pool of voters as the Stony Creek Joint Unified School District and the Maxwell Unified School District which could further reduce some of their costs.

In odd-numbered year elections, because fewer jurisdictions participate, the amount chargeable to each jurisdiction is usually much higher than the amount chargeable in an even-numbered year statewide election.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

In an even-numbered year statewide election, federal, state, county, cities, schools and special districts share the cost of elections. The portion attributable to federal, state and county, which amounts to approximately 65+% of the total cost of an even-numbered year election, is absorbed by the county. With the county absorbing most of the base costs, the amount charged back to each local jurisdiction is much lower in an even-numbered year election compared to an odd-numbered year election.

Moving the election date from an odd-numbered year to an even-numbered year will extend the term of all incumbent's term by one year. The term of office of Directors whose term will expire in 2021 will be continued until the general election is held in November 2022; likewise, the term of office of Directors whose term will expire in 2023 will be continued until the general election is held in November 2024.

Glenn-Colusa Fire Protection District Governing Board		
	Current Terms odd-year election cycle	Extended Terms even-year gen. election cycle
Francis "Frank" Elliott	2021	2022
District in process of filling vacancy	2021	2022
Frank A. Pendell	2023	2024
Dwain L. Whitney	2023	2024
Ralph W. Minto	2023	2024

If approved, moving the Glenn-Colusa Fire Protection District to an even-year general election will impact certain areas of the elections such as the ballot layout, (potential for a longer ballot page, increased number of pages for the district's voters), ballot counting, canvass and certification (more time required with added contests), and the election reporting system, (added programming & testing). Although these factors are important to consider, the impact of the change would not have a significant effect on the voting equipment, the reporting system, or the Registrars ability to conduct the election. I recommend the Board of Supervisors approve Glenn-Colusa Fire Protection Districts request as permitted under California Elections Code 10404.

If approved by the Board of Supervisors, I will prepare and send notification of the Glenn-Colusa Fire Protection Districts change in election cycle to every registered voter of the District as required by the Elections Code.

Attachment: Special Districts Impact Analysis 2021 (6496 : Special Districts to move to Even Numbered Year Elections)

SACRAMENTO RIVER FIRE DISTRICT

COLUSA STATION: 235 Market Street, Colusa, California 95932
Telephone: (530) 458-0239 • Fax: (530) 458-0244
GRAND ISLAND STATION: 359 Main Street, Grimes, California 95950 • Telephone: (530) 437-2502

Jeffrey J. Winters
Fire Chief, CEO

April 5, 2021

RECEIVED
APR 05 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Colusa County Board of Supervisors
Attn: Ann Nordyke, Chief Deputy Clerk
547 Market Street
Colusa, Ca. 95932

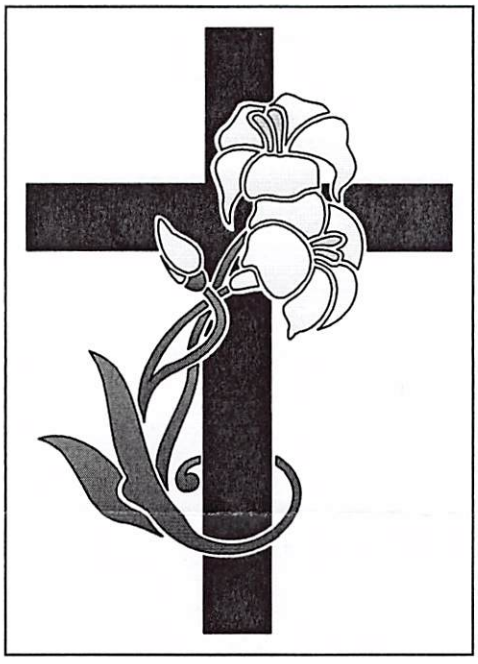
Dear Board of Supervisors,

The Sacramento River Fire Protection District has no objection to the Glenn-Colusa Fire Protection District, Arbuckle Public Utility District, Arbuckle Parks & Recreation District, Bear Valley-Indian Valley Fire Protection District, and Colusa County Water District Resolutions to consolidate their Board of Directors elections with the Statewide General Election

Respectfully,

Jeffrey J. Winters
Fire Chief/CEO

Attachment: SACRAMENTO RIVER FIRE DISTRICT LTR (6496 : Special Districts to move to Even Numbered Year Elections)



MAXWELL CEMETERY DISTRICT

P. O. Box 201, Maxwell, Ca. 95955-0201
5329 Maxwell-Sites Road, Maxwell, California

TRUSTEES:

William Barrett	530 844-3844
Maria Carrancho	530 438-2518
Stan Roper	530 383-0661

RECEIVED
APR 19 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

April 14, 2021

Colusa County Board of Supervisors
ATTENTION: Ann Nordyke, Chief Deputy Clerk
547 Market Street Suite 102
Colusa, California 95932

Gentlemen:

This is in reply to your letter of April 1, 2021, concerning Resolution requesting to move election dates/

The Maxwell Cemetery District Trustees held a conference call today. It was decided that we approve of the consolidation.

Sincerely,

MAXWELL CEMETERY DISTRICT

Maria Carrancho

Maria Carrancho
Trustee

Attachment: Ltr frm Maxwell Cemetery District dtd 4-14-2021 (6496 : Special Districts to move to Even Numbered Year Elections)

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE:	**April 27, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve 3rd Modification to contract C19-152 for County Surveyor Services**

Approve 3rd Modification to contract with **1st Choice DBE, Inc.** for County Surveyor Services.

Detailed Description/Background of request

DPW is requesting to add to the Scope of Services to the 1st Choice DBE, Inc contract for construction inspection services for the reconstruction of Lodoga Stonyford Road from Little Stony Creek Bridge to Little Indian Creek Bridge within the County, and to increase compensation.

Prior Board Action

C19-152 Original contract, C19-182 First Mod increasing compensation, and C20-161 extending the term of the contract through August 1, 2021.

Fiscal Impact/Funding Source

Budgeted 3010-5180; the total fiscal impact shall not exceed $95,000

Action for the Clerk

Obtain signatures and send fully executed copy to 1st Choice DBE.

ATTACHMENTS:

- C19-152 1st Choice DBE, Inc (PDF)
- C19-182 1st Modification 1st Choice DBE, Inc (PDF)
- C20-161 2nd Modification 1st Choice DBE, Inc (PDF)
- 3rd Mod. to 1st Choice DBE Inc (DOCX)

C19- 152

County Surveyor Professional Services Contract

This County Surveyor Professional Services contract ("Contract") for County Surveyor services is between the County of Colusa ("County"), a political subdivision of the State of California and 1st Choice DBE, Inc. ("Contractor"), a California corporation.

Background

A. Colusa County Code provides for the appointment of persons to provide professional services as the County Surveyor.

B. The County Surveyor is required to be licensed and authorized to practice land surveying under the California Professional Land Surveyors Act, California Business and Professions Code §§ 8700 – 8805 and meet any additional qualifications under the County Code.

C. The County wants to contract with Contractor and the Board of Supervisors for the County wants to appoint Contractor through this contract to provide County Surveyor services on behalf of the County of Colusa.

Agreement

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with County Surveyor services including: receiving, reviewing, processing and the recordation of various record maps and associated documents to ensure accuracy and compliance with County ordinances, Government code, the Professional Land Surveyor's Act and Subdivision Map Act of the State of California, and those duties that may be required under California Government Code section 27551.

2. **Term:** This Contract shall begin on August 1, 2019, and shall continue until August 1, 2020 unless otherwise extended through a mutually agreed upon modification of this contract.

3. **Compensation:** County will pay Contractor compensation not to exceed $10,000 at a rate of $145 per hour. 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.

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

3) Bear the contract number.
4) Itemize the costs incurred.
5) Include a summary of the services provided.
6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

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

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

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

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

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

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

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

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. **Appointment to Provide County Surveyor Services:** The Board of Supervisors, through its approval and authorization to enter into this contract, appoint Contractor to provide County Surveyor services as provided for under the California Government Code and the County Code.

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

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

    A. **Workers' Compensation Coverage:** 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

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

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

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

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

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

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

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

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

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

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

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

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

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.

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:	County of Colusa Department of Public Works Attn: Director 1215 Market St. Colusa, CA 95932 530.458.0466
If to Contractor:	1st Choice DBE, Inc. Attn: Sandy Wong 7809 Greenridge Way Fair Oaks, CA 95628 916.390.6333

15. **Entire Contract**: This Contract constitutes the complete and exclusive statement of

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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

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

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

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

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

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

    B. By County without cause upon 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.

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

C19- 152

COUNTY OF COLUSA

Wendy G. Tyler Date: 7/30/19

Wendy G. Tyler, County Administrative Officer

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

IST CHOICE DBE, INC.

Date: 8/7/20

Eli Asamouni, President

Print Name and Title

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

Attachment: C19-152 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County

C19-182

First Modification of Contract C19-152 for County Surveyor Services

This First Modification of Contract C19-152 for County Surveyor services is between County of Colusa (County), a political subdivision of the State of California, and 1st Choice DBE, Inc. (Contractor), a California corporation.

Background

On July 30, 2019, the parties executed contract C19-152 for County Surveyor services ("Contract").

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

Modification

The parties agree to modify the Contract effective October 8, 2019 as follows:

1. Section 3, Compensation of the Contract is modified to increase the compensation from not to exceed $10,000 to not to exceed $55,000.

COUNTY OF COLUSA

Date: 10/8/19

Kent S. Boes, Board Chair

1ST CHOICE DBE, INC.

Date: 10/14/19

Eli Arqmouni, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By

Melissa Kitts, Deputy

Attachment: C19-182 1st Modification 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)



C20-161

Second Modification of Contract C19-152 for County Surveyor Services

This Second Modification of Contract C19-152 for County Surveyor services is between County of Colusa (County), a political subdivision of the State of California, and 1st Choice DBE, Inc. (Contractor), a California corporation.

Background

On July 30, 2019, the parties executed contract C19-152 for County Surveyor services ("Contract").

On October 8, 2019, the parties executed contract C19-182 to increase the compensation from a not to exceed level of $10,000 to $55,000.

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

Modification

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

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

COUNTY OF COLUSA

Date: 9/1/20

Denise J. Carter, Board Chair

1ST CHOICE DBE, INC.

Date: 9/14/2020

Eli Arqmouni, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-161 2nd Modification 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

1st Choice DBE, Inc.

C20-161
9/1/20
DPW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2020

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

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

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675
License#: 0020739

CONTACT NAME: Evan Brown
PHONE (A/C, No, Ext): 510-465-3090 **FAX (A/C, No):** 510-452-2193
E-MAIL ADDRESS: dracertificates@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Insurance Company	32603
INSURER B : Sentinel Insurance Company	11000
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1st Choice DBE Inc.
7809 Greenridge Way
Fair Oaks CA 95628
1STCHOI-04

COVERAGES **CERTIFICATE NUMBER:** 1254949283 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	57SBWBM0928	7/17/2020	7/17/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	57SBWBM0928	7/17/2020	7/17/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	57SBWBM0928	7/17/2020	7/17/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	57WEGAD3WZ6	7/17/2020	7/17/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			AES-9038206-01	7/17/2020	7/17/2021	Per Claim Annual Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability.

RE: All Operations of the Named Insured.
County of Colusa, its elected officials, officers, employees, agents and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory, and Auto Liability is Primary per policy form wording. Insurance coverage includes waiver of subrogation per the attached. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

County of Colusa
Department of Public Works
ATTN: Director
1215 Market St.
Colusa CA 95932

CANCELLATION 30 Days Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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Attachment: C20-161 2nd Modification 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

POLICY NUMBER: 57SBWBM0928

BUSINESS LIABILITY COVERAGE
SS 00 08 04 05

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products completed operations hazard", but only if
  (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Attachment: C20-161 2nd Modification 1st Choice DBE, Inc (6548 : 3rd Modification of

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

EXCERPT FROM Hartford Form SS 04 38 09 09
HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability

Attachment: C20-161 2nd Modification 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAD3WZ6 **Endorsement Number:**
Effective Date: 07/17/2020 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: 1st Choice DBE Inc.
7809 Greenridge Way
Fair Oaks, CA 95628

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 07/17/2021

Attachment: C20-161 2nd Modification 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

Policy # 57SBWBM0928

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Attachment: C20-161 2nd Modification 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 57WEGAD3WZ6

Effective Date: 07/17/2020

Named Insured and Address: 1st Choice DBE Inc.
7809 Greenridge Way
Fair Oaks, CA 95628

Endorsement:

Effective hour is the same as stated on the Information Page of the policy.

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Attachment: C20-161 2nd Modification 1st Choice DBE, Inc (6548 : 3rd Modification of C19-152 for County Surveyor Services)

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C___-_____

Third Modification of Contract C19-152 for County Surveyor Services

This Third Modification of Contract C19-152 for County Surveyor services is between County of Colusa (County), a political subdivision of the State of California, and 1st Choice DBE, Inc. (Contractor), a California corporation.

Background

On July 30, 2019, the parties executed contract C19-152 for County Surveyor services ("Contract").

On October 8, 2019, the parties executed contract C19-182 to increase the compensation from $10,000 not to exceed $55,000.

On August 1, 2020, the parties executed contract C20-161 to extend the term of the contract through August 1, 2021.

The parties now want to modify Section 1 and Section 3 of the Contract.

Modification

The parties agree to modify the Contract effective April 27, 2021 as follows:

1. Section 1, Services to be Performed – is modified to include Construction Inspection for the reconstruction of Lodoga-Stonyford Road from Little Stony Creek Bridge to Little Indian Creek Bridge in Colusa County, as more particularly described on **Attachment A**, attached hereto and incorporated in by reference.

2. Section 3, Compensation - is modified to increase the compensation from a not to exceed amount of $55, 000 to a not to exceed amount of $95,000.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

1ST CHOICE DBE, INC.

_____Date:_____
Eli Arqmouni, President

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

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

by _____
Patricia Rodriguez, Deputy

Attachment: 3rd Mod. to 1st Choice DBE Inc [Revision 2] (6548 : 3rd Modification of C19-152 for County Surveyor Services)

C___-_____

Attachment A

CONSTRUCTION INSPECTION SERVICES FOR THE RECONSTRUCTION OF LODOGA STONYFORD ROAD FROM LITTLE STONY CREEK BRIDGE TO LITTLE INDIAN CREEK BRIDGE IN COLUSA CO

Scope of Services: Provide Inspection/Observation of the Work Quality assurance is one of the construction management's key duties to protect the owner against defective/nonconforming work and to ensure that they get what they have paid for. 1st Choice DBE field staff will ensure that proper inspection procedures are in place and that the work is being properly documented. All inspection procedures, including forms, will be contained in our construction management plan. The basic field record is the daily construction report which will be completed by all field staff. The report provides a complete record of the work completed-that-day, as well as pertinent supplemental information including weather conditions, worker and equipment hours, compaction tests, and extra work. Our staff will document the job through both still photos and video. Defective work will be corrected via our nonconformance system in which written reports are provided to the contractor requiring a plan and schedule for correction. Any remaining deficient work will be added to preliminary and final punch lists. Each member of the field staff will maintain a marked set of drawings to show all field changes, change orders, RFIs, DC's, and other information. These will be regularly compared to the contractor's record drawing set to ensure that a complete set of markups is compiled by the end of the project. The inspection staff will also be responsible to verify that all traffic control and safety provisions are in effect and that environmental monitoring and permit requirements are complying. 1st Choice DBE field staff will also verify Progress Payment Quantities and negotiate any differences with the contractor. This will be based upon daily report data, as well as field measurements.

Attachment: 3rd Mod. to 1st Choice DBE Inc [Revision 2] (6548 : 3rd Modification of C19-152 for County Surveyor Services)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Step 4 Appointment for Human Resource Technician**

Approve a Step 4 appointment for Jenifer Jacobsen, Human Resource Technician, CNF Range 23, $3,908 per month, effective her date of hire. **(4/5th vote required)**

Detailed Description/Background of request

As a result of a recent competitive recruitment for the position of Human Resource Technician, the Human Resources Department is seeking approval of an advance step hire for Jenifer Jacobsen. Ms. Jacobsen has nearly 7 ½ years human resources generalist experience and has worked with organizations with up to 500 employees. Ms. Jacobsen has experience in benefits administration, recruitment, training, onboarding, worker's compensation, and risk management. Although Ms. Jacobsen has extensive experience in a broad range of human resource focus areas, she will require moderate onboarding to learn governmental processes as she comes from the private sector. For this reason, it is recommended that Ms. Jacobsen be placed at a CNF Range 23, Step 4 ($3,908 per month) at hire.

Prior Board Action

None.

Fiscal Impact/Funding Source

The total cost for the request for the remainder of the fiscal year is approximately $1,600. There are sufficient salary savings in budget 1040 to cover the additional cost of this request.

Action for the Clerk

None.

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Auditor**

FROM: **Ann Nordyke**

SUBJECT: **Approve Special Claims**

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Kaline Moore**

SUBJECT: **Purchase and installation of Equipment to outfit Patrol vehicles**

Find that competitive bidding will not be effective for the County and approve the purchase and installation of equipment to outfit 4 new patrol vehicles and one new covert/unmarked unit for the Sheriff's Office from Sutter Buttes Communications, Inc. and authorize the Purchasing Agent to issue purchase order.

Detailed Description/Background of request

The Sheriff's Office has received two of the five approved patrol vehicles and need to have the emergency equipment installed. This is a specialized service that only a few companies provide. The Sheriff's Office has reached out to Sutter Buttes, Precision Wireless & Emergency Vehicle Outfitters with the following results:

Sutter Buttes Communication:

Marked Units - $12,519.84/Unit

Equipment to outfit 4 units -	$31,544.37
Labor	$11,200.00
Freight	$ 900.00
Radios(Parts & accessory)	$ 6,435.00 (Sheriff will provide radios they have*)
Total for 4 Units	$50,079.37

Unmarked Unit - $13,694.60/unit

Equipment to outfit	$ 5,641.35
Labor & Freight	$ 1,940.00
Radio & Accessories	$ 6,113.25
Total for Unmarked	$13,694.60

Sutter Buttes is located only 30 minutes away and they currently service and repair the Sheriff's equipment. By using them to outfit these new units it would allow for quicker and less expensive repairs due to warranty of work and familiarity with the installation of equipment.

*If radios supplied by the Sheriff's Office do not work there will be an additional cost of ~$20,000 for new radios. They don't anticipate having any issues with the existing radios but wanted to be transparent and include this in the staff report.

Precision Wireless:

Marked Unit - $12,623.23/unit - They didn't send a quote for the marked vehicles as requested so the Sheriff's Office used a quote they provided 2 years ago:

Outfit -	$28,652.91	
Labor -	$10,000.00	
Freight -	$ 1,400.00	
Estimated 10% Inc.	$ 4,005.00	5%/year
Radios	$ 6,435.00	Sutter Buttes Communication quote.
Total for 4 Units	$50,492.91	
Unmarked Unit -	$ 4,626.56 plus equipment not in their bid.	
Trunk Vault	$ 2,000.00	
Window Tint	$ 450.00	
Covert Antenna	$ 475.00	
Sales Tax	$ 212.06	
Sub Total	$ 7,763.62	
Radios - Sutter Buttes	$ 6,435.00	
Total for Unmarked	$14,198.62	

In addition, they are located in Lake County which would mean a minimum of 6 hours staff time per vehicle to deliver and pick up the vehicles.

Emergency Vehicle Outfitters (EVO) - The Sheriff's Office requested a quote for four marked and one unmarked vehicle and EVO sent a quote with one of each type intermingled. EVO also doesn't sell or program radios so there would still be an expense with Sutter Buttes for this portion of the build.

The Purchasing Agent, as well as the Sheriff's Office, don't feel that issuing a Request For Bids would be in the best interest of the County as this has been done in the past with only the above listed vendors participating. Sutter Buttes Communication is a trustworthy company who has a past history with meeting the Sheriff's Office needs. They hold the proprietary radio signal frequency needed to setup our radios as well as they are the closest in proximity to us requiring less staff time to deliver and pick up vehicles.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted - 00101-2021-57143

Action for the Clerk

Have Purchasing Agent sign the Purchase Order and return to Purchasing & Procurement.

ATTACHMENTS:

- Sutter Buttes Comm Info (PDF)
- Sutter Buttes Radio & Acc (PDF)
- Precision Wireless (PDF)

- EVO Info (PDF)
- 202104272021 - Patrol Units Outfitting (PDF)

Sutter Buttes Communications,Inc.

Proposal

445 Palora Avenue
Yuba City, Ca. 95991
Ofc. (530) 673-3475

Fax: (530) 673-1085
Toll Free: (800) 300-0054

Customer: CCSO
Attention: Jarrod
Re: 2021 Tahoe Patrol Builds
Fax:
Phone:
Email:

Proposal Date	12/22/2020
YOUR ORDER NO.	
TERMS	
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	60 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	**CCSO SUV Parts/Equipment:** (Please refer to attachment containing parts for installation) Pricing includes the installation of radio equipment into vehicle at the time of emergency equipment installation. *Radio communications equipment will be installed by certified radio communications technicians. Antenna and Radio will both be tested and aligned/optimized if necessary. Radio Programming, Unit ID/Emergency Button ID's will be updated. AES "secure"* operations will be verified and tested. **Labor Breakdown:** $2,800/Unit	7,353.00	$29,412.00

SUBTOTAL		29,412.00
TAX	@7.25%	2,132.37
LABOR		11,200.00
EST. FREIGHT		900.00
		$43,644.37
		PAY THIS AMOUNT

Notes: This proposal covers the purchase and installation of listed equipment plus one radio quoted separately. Scope of work to be done at SBC over a 5-7 day period. SBC will honor all manufacturer's warranties and will cover labor for 6 years.

Please allow 6-8 weeks for delivery of parts.

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

Delivery: Allow 6 to 8 weeks ARO for delivery of parts once approved and ordered.

THANK YOU FOR YOUR BUSINESS!

File: CCSO 2021 Tahoe Build Quote 12-22-20

Printed: 3/25/2021

Attachment: Sutter Buttes Comm Info (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Customer Name: Colusa County Sheriff

Date: 12-22-20

Vehicle: 2021 Chevy Tahoe

QTY	MANUFCTR	PART#	DESCRIPTION	PRICE	EXT PRICE
1	Whelen	IW8RRBB	Liberty II LED Red/Blue Lightbar with TA	$2,100.00	$2,100.00
1	Whelen	CCSRNT36	Cencom Sapphire Siren/Light Controller	$690.00	$690.00
1	Setina	BK2017TAH21	Push Bumper with 2 Whelen ION LED Lights R/B	$725.00	$725.00
1	Havis	C-VS-1012-TAH	Tahoe Console with faceplates	$525.00	$525.00
1	Havis	C-ARM-102	Arm Rest	$60.00	$60.00
1	Havis	CUP2-1004	Dual Cup Holder	$50.00	$50.00
1	Havis	C-AP-0625	Open Storage Pocket	$50.00	$50.00
1	Havis	C-MCB	Mic Clip Bracket	$12.00	$12.00
2	Innovative	MMSU-1	Magnetic Mic Clip	$35.00	$70.00
2	Feniex	Cannon	LED Light for Brake Light Housing	$95.00	$190.00
2	STL	Z-3	LED Light for Side of Push Bumper	$30.00	$60.00
2	STL	Z-6	LED Light w/ Bracket for Upper Rear Window	$65.00	$130.00
1	Whelen	UHF2150A	High Beam Flasher	$55.00	$55.00
1	Setina	PK1160TAH21	Recessed Prisoner Partition	$770.00	$770.00
1	Setina	GK10301S1USSCA	Dual Gun Rack System for AR/870	$385.00	$385.00
1	Setina	PK0123TAH212ND	Cargo Partition	$430.00	$430.00
1	Whelen	SA315P	100 Watt Siren Speaker	$210.00	$210.00
1	Whelen	SAK70	Siren Speaker Bracket	$31.00	$31.00
1	AC/DC	MZL-100	75 Amp Timer	$140.00	$140.00
1	Laird	10772	VHF Chrome Antenna	$8.00	$8.00
1	PCTel	MXRMAXSCAN1000	Scanner Antenna	$30.00	$30.00
2	Laird	78815	Coax Kit with Connector	$16.00	$32.00
1	Uniden	BCT15X	Scanner w/ Programming	$240.00	$240.00
1	SBC		Wire Harness	$225.00	$225.00
1	SBC		Misc. Hardware, Loom, Fuses, Connectors, Etc.	$75.00	$75.00
1	SBC		Maxi Fuse Holder and Fuse, Iso Ground, Fuse Block	$60.00	$60.00
					$7,353.00

Attachment: Sutter Buttes Comm Info (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Sutter Buttes Communications, Inc.

Proposal

445 Palora Avenue
Yuba City, Ca. 95991
Ofc. (530) 673-3475

Fax: (530) 673-1085
Toll Free: (800) 300-0054

Customer: CCSO
Attention: Jarrod
Re: 2021 Chevy Tahoe Unmarked
Fax:
Phone:
Email:

Proposal Date	1/11/2021
YOUR ORDER NO.	
TERMS	Net 10
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Whelen Undercover Siren Amp	195.00	$195.00
1	Siren/Light Switch Package	30.00	$30.00
2	Whelen ION LED Light (For Grill Area)	95.00	$190.00
2	Federal Signal LED Light w/ Bracket (For Around the Rear View Mirror Area)	395.00	$790.00
2	Feniex Cannon LED Light (For Reverse Light Area)	95.00	$190.00
1	Whelen Deck LED Light (For Upper Rear Window Area)	175.00	$175.00
1	Whelen 100 Watt Siren Speaker w/ Bracket	240.00	$240.00
1	Whelen High Beam Flasher	55.00	$55.00
2	Magnetic Mic Clip	35.00	$70.00
1	Sti-Co Undercover VHF Antenna	475.00	$475.00
1	AC/DC 75 Amp Timer	135.00	$135.00
1	Maxi Fuse Holder w/ Maxi Fuse, ISO Ground and 8 Position Fuse Block	60.00	$60.00
1	Wire Harness	150.00	$150.00
1	Misc. Fuses, Loom, Hardware, Connectors. Etc.	50.00	$50.00
1	Truck Vault Single Magnum Drawer Specific for Chevy Tahoe	2,005.00	$2,005.00
1	Tint Kit Pre-Installed (All Windows with Windshield Strip)	450.00	$450.00
	Motorola APX8500 03 Radio Quoted Separately		

Notes: This proposal covers the purchase and installation of listed equipment plus one radio quoted separately into a 2021 Chevy Tahoe unmarked unit. Scope of work to be done at SBC over a 5-7 day period. Please allow time for delivery of listed parts. May take up to 8 weeks for complete delivery. SBC honors all manufacturer's warranties and will cover labor for 5 years.

SUBTOTAL	5,260.00
TAX @7.25%	381.35
LABOR	1,800.00
EST. FREIGHT	140.00
	$7,581.35
	PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

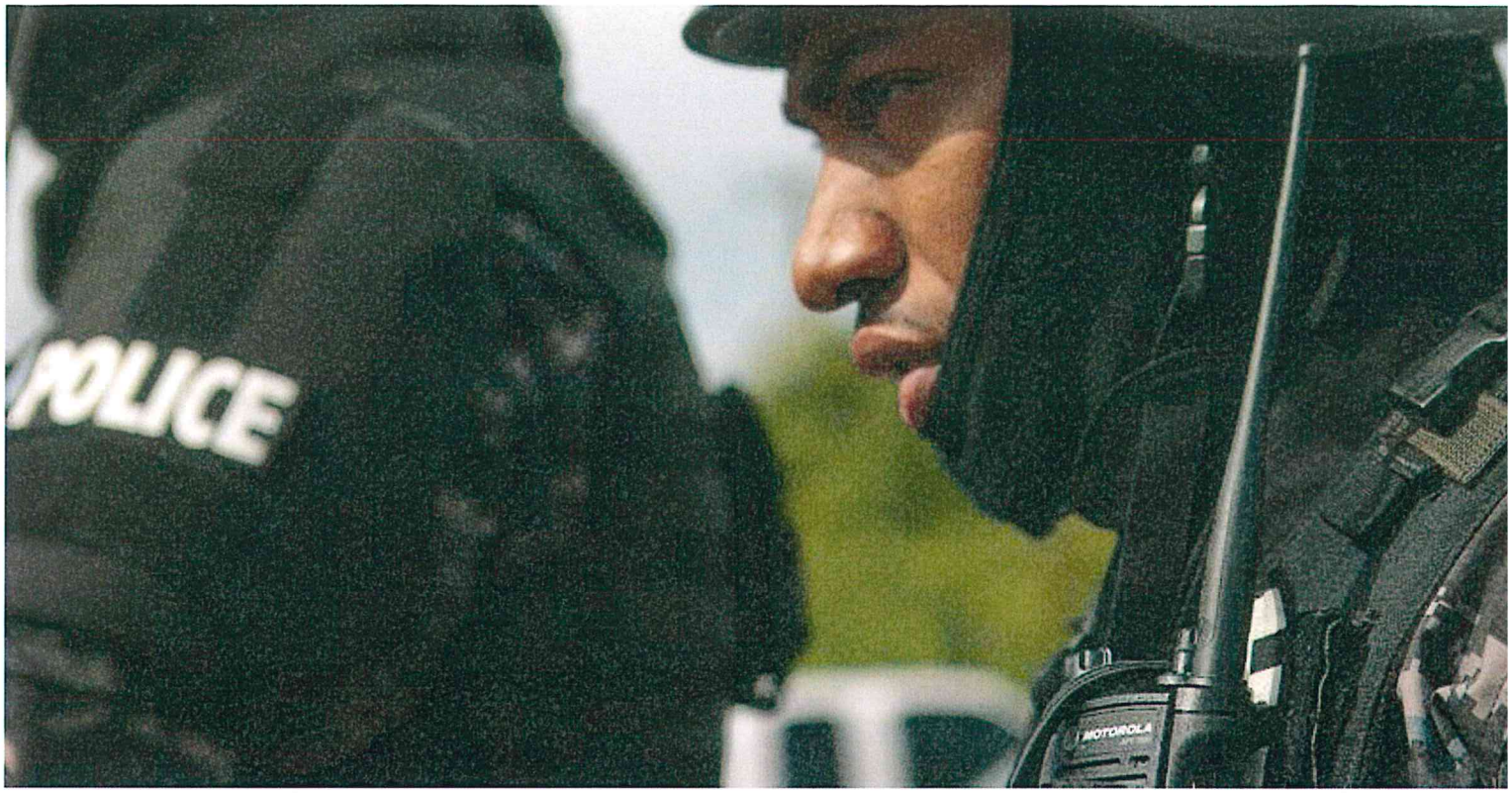
THANK YOU FOR YOUR BUSINESS!

File: CCSO 2021 Tahoe Unmarked Proposal 12-22-20

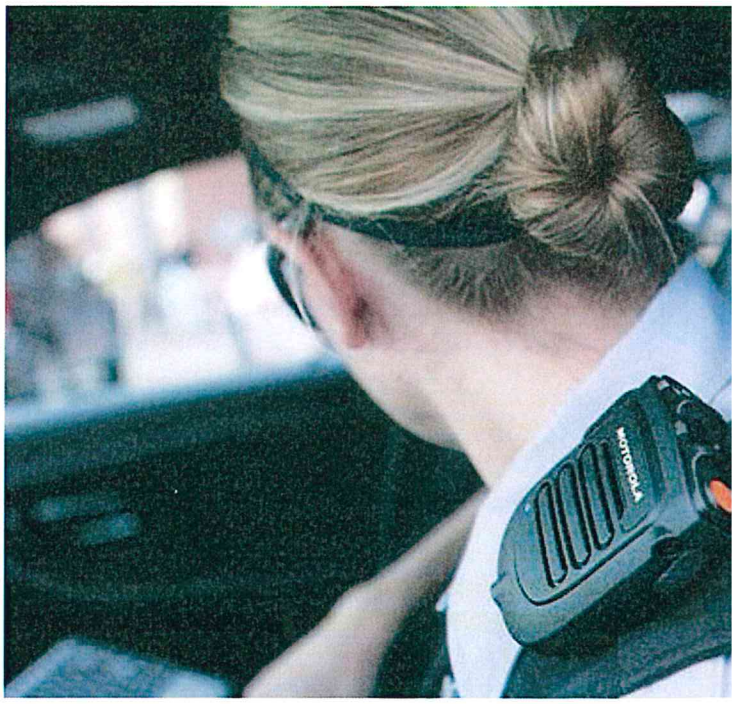
Printed: 3/25/2021

Attachment: Sutter Buttes Comm Info (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

MOTOROLA SOLUTIONS







COLUSA COUNTY SHERIFF DEPT

APX8500 Patrol Radio

12/17/2020

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Attachment: Sutter Buttes Radio & Acc (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

MOTOROLA SOLUTIONS

QUOTE-1387443

12/17/2020

COLUSA COUNTY SHERIFF DEPT
929 BRIDGE ST
COLUSA, CA 95932

RE: Motorola Quote for APX8500 Patrol Radio
Dear Jarrod Brothers,

Motorola Solutions is pleased to present COLUSA COUNTY SHERIFF DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLUSA COUNTY SHERIFF DEPT with the best products and services available in the communications industry. Please direct any questions to Andrew Welch at awelch@sutterbuttescomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Andrew Welch
Sales

Motorola Solutions Manufacturer's Representative

Attachment: Sutter Buttes Radio & Acc (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

MOTOROLA SOLUTIONS

QUOTE-1387443
APX8500 Patrol Radio

Billing Address:
COLUSA COUNTY SHERIFF
DEPT
929 BRIDGE ST
COLUSA, CA 95932
US

Shipping Address:
COLUSA COUNTY SHERIFF
DEPT
929 BRIDGE ST
COLUSA, CA 95932
US

Quote Date:12/17/2020
Expiration Date:03/17/2021
Quote Created By:
Andrew Welch
Sales
awelch@sutterbuttescomm.com
5306733475

End Customer:
COLUSA COUNTY SHERIFF DEPT
Jarrod Brothers
jbrothers@countyofcolusa.com
530-458-0226

Delivery Address:
SUTTER BUTTES COMM INC
445 PALORA AVE
YUBA CITY, CA 95991
US

Contract: 17724 - HGAC (TX)
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	4	$5,620.00	$4,102.60	$16,410.40
1a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	4	$334.95	$334.95	$1,339.80
1b	G48BB	ENH: CONVENTIONAL OPERATION APX	4	$800.00	$584.00	$2,336.00
1c	GA05507AA	DEL: DELETE 7/800MHZ BAND	4	-$800.00	-$584.00	-$2,336.00
1d	GA05509AA	DEL: DELETE UHF BAND	4	-$800.00	-$584.00	-$2,336.00
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	4	$0.00	$0.00	$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	$60.00	$43.80	$175.20
1g	G843AH	ADD: AES ENCRYPTION AND ADP	4	$475.00	$346.75	$1,387.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, th Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Attachment: Sutter Buttes Radio & Acc (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

MOTOROLA SOLUTIONS

QUOTE-1387443
APX8500 Patrol Radio

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	G89AC	ADD: NO RF ANTENNA NEEDED	4	$0.00	$0.00	$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	$0.00	$0.00	$0.00
1j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	4	$0.00	$0.00	$0.00
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4	$515.00	$375.95	$1,503.80
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	4	$572.00	$417.56	$1,670.24
1m	W22BA	ADD: STD PALM MICROPHONE APX	4	$72.00	$52.56	$210.24
1n	W969BG	ADD: MULTIKEY OPERATION	4	$330.00	$240.90	$963.60
2	LSV00Q00202A	DEVICE PROGRAMMING	1	$428.57	$428.57	$428.57

Subtotal	$21,752.85
Estimated Tax	$1,578.00
Estimated Freight	$200.00
Grand Total	$23,530.85(USD)

Notes:

- **PLEASE BE ADVISED: Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.**

Attachment: Sutter Buttes Radio & Acc (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, th Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Unmarked Unit

EQUIPMENT PROPOSAL

Precision Wireless Service

930 Shiloh Rd.
Building 40, Suite 4
Windsor, CA 95492

(707) 836-6855

Date	Quote Number
3/12/2021	6372

NAME / ADDRESS
Colusa County Sheriff's Office **929 Bridge St.** **Colusa, CA 95932**

Ship To
Colusa County Sheriff's Office 929 Bridge St. Colusa, CA 95932

P. O. Number	Terms	Due Date	Rep		Phone
Tahoe Underc...	Net 10	3/22/2021			

ITEM	DESCRIPTION	QTY	COST	TOTAL
IONB	ION Series Super LED Universal Light, BLUE. includes Universal Mount, Synchronized Patterns Rear Window	1	105.00	105.00T
IONR	ION Series Super LED Universal Light, RED. includes Universal Mount, Synchronized Patterns Rear Window	1	105.00	105.00T
IONK1B	ION Swivel Mount	2	23.00	46.00T
EMPS4STS3B	MPOWER 4" BLUE Grill	1	150.00	150.00T
EMPS4STS3R	MPOWER 4" RED Grill	1	150.00	150.00T
C-5017	FENIEX Typhoon full Function Hand Held Siren Controller Undercover siren controller	1	325.00	325.00T
S-2009	FENIEX Triton Siren Speaker, 100W	1	175.00	175.00T
ENFDWP3RB	nFORCE® Dual Windshield Light w/ Permanent Mount, 12" hard wire w/ sync option, SAE Class 1, 10-16v, Black Housing, 12 LED, Single Color - Red/Blue	1	475.00	475.00T
MMSU-1	Magnetic Mic Kit	1	33.50	33.50T
IHK UPFITTER	INSTALLATION HARDWARE KIT FOR UPFITTER CAR BUILDS	1	350.00	350.00T
ETHFSS-SP	Headlight Flasher Wig Wag (MAY NOT BE NEEDED)	1	45.00	45.00T
Ship & Handl	Shipping and handling	1	125.00	125.00
Installation	Installation Labor Undercover type Installation of all equipment above including the Motorola radio	1	2,400.00	2,400.00
	Sales Tax		7.25%	142.06

Thank you for choosing Precision Wireless Service!

TOTAL $4,626.56

Information herein is proprietary and confidential and cannot be shared outside of your company without written consent from owners of Precision Wireless Service.

Accepted By: _____

NOT IN QUOTE

TOOL BOX VAULT - 2000 + 285

NO ANTENNA - 400

NO TINT - 450

Attachment: Precision Wireless (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Precision Wireless Service
930 Shiloh Rd.
Building 40, Suite #8
Windsor, CA. 95492

Invoice

DATE	INVOICE #
3/26/2019	35724

BILL TO	SHIP TO
Colusa County Sheriff's Office **929 Bridge St.** **Colusa, CA 95932**	Colusa County Sheriff's Office 929 Bridge St. Colusa, CA 95932

P.O. NUMBER	TERMS	SHIP	VIA	Serial Identifier	Service Tag #
18-SMJ-1011-01	Net 10	3/22/2019	Lakeport Crew	Unit 1901	32597/32598

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	IW2RRBB	Liberty II Light Bar, 54"	1,850.00	1,850.00T
1	STPKT93	Light Bar Strap Kit 2017 Tahoe	74.00	74.00T
1	CCSRNTA3	CENCOM SAFFIRE SIREN, PA AND LIGHT BAR CONTROLLER	725.00	725.00T
1	BK2017TAH15	Push Bumper, Setina, Tahoe 2017, with Two lights, Split R/B	650.00	650.00T
1	C-VS-2000-TAH-2	HAVIS CONSOLE - 12.5" wide 20" vehicle specific console for 2007-2014 Chevrolet Tahoe or Suburban special service and PPV Model	525.00	525.00T
1	C-ARM-102	Havis Side mount Arm rest	72.00	72.00T
1	C-CUP2-I-A06	Console cup Holder	44.00	44.00T
1	VTX609K	Vertex Light Split Red/Amber	118.00	118.00T
1	VTX609M	Vertex light Split Blue/Amber	118.00	118.00T
1	PK1174TAH15	Front Partition-8XL 72/25 Recessed Setina	695.00	695.00T
1	PK0123TAH152ND	Rear Partition, 2017 Tahoe	460.00	460.00T
1	GK10301S1UXL	Dual weapons lock, Setina	395.00	395.00T
1	SA315P	Siren Speaker 123 dB Speaker, Nylon composite	280.00	280.00T
1	SAK63D	Siren Speaker Bracket, 2017 Tahoe	41.00	41.00T
1	LF12TSB	LITTLELITE, 12 ON/OFF	57.00	57.00T
1	Anten & line	Antenna, line kit and connector CHROME	40.00	40.00T
1	Misc Parts	Coax and connector for scanner antenna	25.00	25.00T
1	BCT15X	2500 Ch Beartracker mobile scanner	210.00	210.00T
1	IHK UPFITTER	INSTALLATION HARDWARE KIT FOR UPFITTER CAR BUILDS	300.00	300.00T
1	Tech. Service	Technician Labor	2,500.00	2,500.00
1	Ship & Handl	Shipping and handling TO BE ADDED	350.00	350.00

Thank you for choosing Precision Wireless Service!

Sales Tax (7.25%)	~~$484.23~~
Total	**$10,013.23**
Payments/Credits	$0.00
Balance Due	**$10,013.23**

2 YR OLD QUOTE
FOR SIMILAR BUILD

Attachment: Precision Wireless (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

ADVANCED COMMUNICATION SYSTEMS
795 BEVINS ST
LAKEPORT, CA 95453
(800) 772-3007 • (707) 262-5815
WIRELESS COMMUNICATION SYSTEMS
EMERGENCY VEHICLE OUTFITTERS

32598

☐ SERVICE ☐ INSTALL	☐ PICK UP ☐ DELIVER	PHONE	REPAIR IN ☐ HOME ☐ SHOP	DATE OF ORDER
NAME CCSO				DATE PROMISED
ADDRESS #1901				APARTMENT
CITY				DATE OF ORIG. INSTAL.
MAKE	MODEL	SERIAL NO.		☐ESTIMATE ☐WARRANTY ☐CONTRACT ☐CASH ☐CHARGE ☐C.O.D.
NATURE OF SERVICE REQUEST ⇨				

QUAN.	PART NO.	DESCRIPTION	PRICE	AMOUNT
1	GK1030151UXL	- Gun Lock		395 00
1	SA315P	- Siren Speaker		280 00
1	SAK63D	- Speaker Bracket		41 00
1	LF12TSB	- Map Light		57 00
1	VHF Ant + kit			40 00
1	Scanner kit			25 00
1	BCT15X	- Scanner		210 00
1	IHK	- Large		300 00

SERVICE PERFORMED

TOTAL MATERIAL	667 00
TECHNICAL SERVICE TIME	250 00
S/H	
TAX	584 41
TOTAL	

Thank You!

DATE COMPLETED 3/22/19 CASH ON COMPLETION OF WORK →

INVOICE COPY

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.

Technician 56/57 Customer's Signature

Attachment: Precision Wireless (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

ADVANCED COMMUNICATION SYSTEMS
795 BEVINS ST
LAKEPORT, CA 95453
(800) 772-3007 • (707) 262-5815
WIRELESS COMMUNICATION SYSTEMS
EMERGENCY VEHICLE OUTFITTERS

32597

☐ SERVICE ☐ INSTALL	☐ PICK UP ☐ DELIVER	PHONE	REPAIR IN ☐ HOME ☐ SHOP	DATE OF ORDER

NAME: CCSO
DATE PROMISED:
ADDRESS: #1901
APARTMENT:
CITY:
DATE OF ORIG. INSTAL.:
MAKE:
MODEL:
SERIAL NO.:
☐ ESTIMATE ☐ WARRANTY ☐ CONTRACT ☐ CASH ☐ CHARGE ☐ C.O.D.

NATURE OF SERVICE REQUEST: New Build Customer Supplied Radio, Timer, Scanner Antenna

QUAN.	PART NO.	DESCRIPTION	PRICE	AMOUNT
1	IW2RRBB	- Liberty II		1850 00
1	STPKT93	- Strap Kit		74 00
1	CCSRNTH3	- Cencom		725 00
1	BK2017THH	- PB R/B split		650 00
1	C-VS-2000-THH-2	- Console		525 00
1	C-ARM-102	- Arm Rest		72 00
1	EMPS25TS4M	- B/A		118 00
1	EMPS25TS4R	- R/A		118 00
1	PK1174TAH15	- Front Partition		695 00
1	PK0123TAH15ZND	- Rear Partition		460 00

SERVICE PERFORMED

TOTAL MATERIAL		
TECHNICAL SERVICE TIME		
TAX		
TOTAL		

Thank You!

DATE COMPLETED

CASH ON COMPLETION OF WORK →

INVOICE COPY

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.

Technician _____ Customer's Signature _____

Attachment: Precision Wireless (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Colusa County Sheriff's Office

Joe Garofalo, Sheriff / Coroner

PURCHASE ORDER

DATE: 10/11/2018
P.O. # 18-SMJ-1011-01
Account #

929 Bridge Street
Colusa, CA 95932
Phone: [530] 458-0200
Fax: [530] 458-4697

VENDOR	SHIP TO	BILL TO
Precision Wireless Service Sam Whitehead 791 Bevins Street Lakeport, CA 95453 Phone [707] 262-5815 samw@precisionradio.com	Attn: Susanna Johnson Colusa County Sheriff's Office 929 Bridge Street Colusa, CA 95932 [530] 458-0220 sjohnson@colusasheriff.com	Attn: James Pastorino Colusa County Sheriff's Office 929 Bridge Street Colusa, CA 95932 [530] 458-0209 jpastorino@colusasheriff.co

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
S.Johnson	Ground		

ORD #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
5109A	EQUIPMENT	1	6,679.00	$6,679.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Product	$6,679.00
			Less Discount	0.00
			SUBTOTAL	$6,679.00
			TAX RATE	8.75%
			TAX	$584.41
			FREIGHT	TBA
			OTHER: LABOR	$2,500.00
			TOTAL	$9,763.41

Other Comments or Special Instructions

2019 Tahoe Patrol UNIT install. This submission supercedes all prior faxes. Net 30 terms.

SMJ A1024

Authorized by

10/11/2018
Date

If you have any questions about this purchase order, please contact
Susanna Johnson, Phone: [530] 458-0220, E-mail: sjohnson@colusasheriff.com, Fax [530] 458-4697

Attachment: Precision Wireless (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Emergency Vehicle Outfitters
9858 Kent Street
Elk Grove, CA 95624
Phone : (916) 685 0800

Date 3/17/2021
Quote # 14891

Bill To
COLUSA COUNTY SHERIFF'S SGT JARROD BROTHERS 929 BRIDGE ST COLUSA CA 95932

Ship To

Terms

Due Date 4/16/2021

Item	Description	Qty	Net	Total
	2021 TAHOE PATROL BUILD			
IVE SO PARTS-OUT	ENFLB004EX-1NP SOUNDOFF NFORCE LIGHTBAR 54" RW BW WITH FULL FLOOD AND AMBER REAR TRAFFIC ADVISORY	1	2,150.00	2,150.00T
SO EMPS2SMS5RBW	RED/BLUE/WHT M POWER LIGHT SCREW MOUNT - PUSH BUMPER LIGHTING	2	129.99	259.98T
SO EMPS2STS5RBW	MPOWER 4" STUD MNT SAE 18 LED (RB) - REAR HATCH LIGHTING MOUNTED ON HEADLINER	2	129.99	259.98T
SO PMP2BKDGAJ	90 DEGREE GRILLE BRACKET	2	12.00	24.00T
IVE SO PARTS-OUT	PG PB57T21HD - HD PRO GAURD Push Bumper	1	368.55	368.55T
	SIREN SYSTEM			
IVE SO PARTS-OUT	500 Series Siren Built-in bluePRINT functionality, control two lightbars without an external BOB, enhanced I/O capability. Same small footprint.	1	825.50	825.50T
SO ETSS100N	100N SERIES COMPOSITE SPEAKER INCLUDING MOUNTING BRACKETS	1	189.99	189.99T
	Console			
IVE SO PARTS-OUT	TP FM-21TH2021+ Tahoe floor mount fits standard and wide-body consoles	1	0.00	0.00T

	Subtotal
	Sales Tax (7.25%)
	Total

Fax :(916) 685 0883	***e-mail: service@emergencyvehicleoutfitters.net***
Installation dept: (916) 550 SHOP	***www.emergencyvehicleoutfitters.net***

Attachment: EVO Info (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Emergency Vehicle Outfitters
9858 Kent Street
Elk Grove, CA 95624
Phone : (916) 685 0800

Date 3/17/2021
Quote # 14891

Bill To
COLUSA COUNTY SHERIFF'S SGT JARROD BROTHERS 929 BRIDGE ST COLUSA CA 95932

Ship To

Terms

Due Date 4/16/2021

Item	Description	Qty	Net	Total
IVE SO PARTS-OUT	CC-21TH-10152021+ Tahoe 25" Standard console 10" slope/ 15" level	1	425.65	425.65T
TP FP-USB-2DC	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	59.99	59.99T
TP FP-MXTL2500	XTL2500 FACEPLATE REMOTE MOUNT	1	0.00	0.00T
TP FP-PLATINUM	PLATINUM FACEPLATE	1	0.00	0.00T
TP FP-UBCD996T	FP 3" UNIDEN/BEARCAT #BCD996T	1	0.00	0.00T
TP FP-BLNK3	3 INCH BLANK	1	0.00	0.00T
TP FP-BLNK2	2 INCH BLANK	2	0.00	0.00T
TP FP-BLNK1	1" BLANK FACEPLATE	2	0.00	0.00T
TP AC-INBHG	INTERNAL DUAL BEVERAGE HOLDER	1	39.99	39.99T
TP AC-SIDEARM-9	9" x 3" molded foam arm pad on 5" tall L bracket. Bolts to console side or rear.	1	89.00	89.00T
FS LF18ES-LED	18 INCH LED ON -OFF SWITCH CONTROL Scanner	1	139.99	139.99T
IVE SO PARTS-OUT	Uniden BearTracker Scanner (BCT15X) with 9,000 Channels, TrunkTracker III Technology, Base/Mobile Design, Close Call RF Capture Technology with Location-Based Scanning, - Black Color	1	269.99	269.99T
IVE SO PARTS-OUT	1091-BNC Scanner Hole Mount Antenna Kit with BNC-Male Connector, 19.00in. x 5.25in. x 1.60in. including Antenna Whip Weapon mount	1	42.75	42.75T

	Subtotal
	Sales Tax (7.25%)
	Total

Fax :(916) 685 0883	*e-mail: service@emergencyvehicleoutfitters.net*
Installation dept: (916) 550 SHOP	*www.emergencyvehicleoutfitters.net*

Attachment: EVO Info (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Emergency Vehicle Outfitters
9858 Kent Street
Elk Grove, CA 95624
Phone : (916) 685 0800

Date 3/17/2021
Quote # 14891

Bill To
COLUSA COUNTY SHERIFF'S SGT JARROD BROTHERS 929 BRIDGE ST COLUSA CA 95932

Ship To

Terms

Due Date 4/16/2021

Item	Description	Qty	Net	Total
TP GM-SGRF-MNT	DUAL WEAPON MOUNT	1	209.50	209.50T
TP GM-B-SC1AR-BKT	Bracket for AR gun lock (Santa Cruz, Overland, Big Sky)	1	62.99	62.99T
TP GM-B-SC1-BKT	Bracket for shotgun lock (Santa Cruz, Overland, Big Sky)	1	64.99	64.99T
SC 1	870 REMINGTON SHOTGUN LOCK #2	1	89.99	89.99T
SC 6-2	GEN 2 UNIVERSAL GUN LOCK WITH #2 KEYS PARITIONS	1	155.99	155.99T
IVE SO PARTS-OUT	TP-E-SL3-FS-SS FULL SIZE RECESSED PARTITION WITH NON-SLIDING 50% POLY AND 50% SQUARE-HOLE PUNCHED WINDOW	1	356.50	356.50T
IVE SO PARTS-OUT	TP PM-21TH2021+ Tahoe partition mount. Extra seat-back recline. 100% seat slide.	1	0.00	0.00T
IVE SO PARTS-OUT	TP KP-21TH-SS 2021+ Tahoe 3-Pc. kick panel with foot pockets	1	169.99	169.99T
IVE SO PARTS-OUT	TP RP-21TH-SQ 2021+ Tahoe rear cage with square-hole window	1	498.50	498.50T
	Spotlight			
IVE SO PARTS-OUT	UU 219076-0002N LED SPOTLIGHT BLACK HOUSING - LH	1	459.99	459.99T
IVE SO PARTS-OUT	UU 8996 INSTALLATION KIT - LH CHEVY TAHOE	1	69.99	69.99T
IVE SHOPPARTS-OUT	SPECIALIZED DRILLING BIT INSTALLATION KIT	1	39.99	39.99T

	Subtotal
	Sales Tax (7.25%)
	Total

Fax :(916) 685 0883	*e-mail: service@emergencyvehicleoutfitters.net*
Installation dept: (916) 550 SHOP	*www.emergencyvehicleoutfitters.net*

Attachment: EVO Info (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

Emergency Vehicle Outfitters
9858 Kent Street
Elk Grove, CA 95624
Phone : (916) 685 0800

Date 3/17/2021
Quote # 14891

Bill To
COLUSA COUNTY SHERIFF'S SGT JARROD BROTHERS 929 BRIDGE ST COLUSA CA 95932

Ship To

Terms

Due Date 4/16/2021

Item	Description	Qty	Net	Total
INS INSTALL	SPOTLIGHT INSTALLATION OF DRIVER SIDE INCLUDING DRILLING AND MOUNTING	1	350.00	350.00T
EVCC BOX	SINGLE DRAWER REAR TAHOE BOX WITH KEY AND COMBINATION SIMPLEX LOCK	1	1,695.00	1,695.00T
INS INSTALL	Installation of Single Drawer box	1	350.00	350.00T
SL SIGNCENTER	COLUSA COUNTY SHERIFF DECAL DESIGN *** ONE CAR ONLY! - ONE TIME FEE***	1	150.00	150.00T
SL SIGNCENTER	COLUSA COUNTY SHERIFF DECAL - CUSTOMER TO PROVIDE COLOR SPEC	1	1,575.00	1,575.00T
	ACCESSORIES			
BCI 153100-ST	100 AMP CIRCUIT BREAKER	1	29.99	29.99T
BS 5026	FUSE BLOCK 12 CIRCUIT W/ GROUND	1	49.99	49.99T
BS 7615B	Solenoid Timer 120A 12VDC ATD	1	129.99	129.99T
IVE SHOPPARTS-OUT	SHOP PARTS WIRES, CLAMPS, LOOM, FUSE HOLDER MISC BRACKETS	1	189.50	189.50T
SHIPPING IN	SHIPPING FEE CHARGED BY VENDOR	1	199.00	199.00T
INS INSTALL	INSTALLATION OF ABOVE EQUIPMENT INCLUDING CUSTOMER SUPPLIED RADIO	1	3,250.00	3,250.00T

Subtotal	$15,292.25
Sales Tax (7.25%)	$1,108.69
Total	$16,400.94

Fax :(916) 685 0883 | *e-mail: service@emergencyvehicleoutfitters.net*
Installation dept: (916) 550 SHOP | *www.emergencyvehicleoutfitters.net*

Attachment: EVO Info (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

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

Purchase Order No.
202104272021

PURCHASE ORDER

VENDOR			
NAME	Sutter Buttes Communications, Inc.		
ADDRESS	445 Palora Avenue		
	Yuba City, CA 95991		
PHONE	530-673-3475	FAX	530-673-1085

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

DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Attn.: Sgt. Brothers**
Address	**929 Bridge St., Colusa CA 95932**
PHONE	**530-458-0226** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
4/27/2021	Kaline Moore		Best way	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
4	4	Outfit	Equipment to Outfit four marked Patrol Units	7,353.00	29,412.00
4	4	Labor	Labor to outfit four marked Patrol Units	2,800.00	11,200.00
4	4	Freight	Freight for equipment for four marked Patrol Units	225.00	900.00
4	4	Radio	Parts & Accessories for four marked Patrol Units*	1,500.00	6,000.00
1	1	Outfit	Equipment to Outfit one un-marked Patrol Units	5,260.00	5,260.00
1	1	Labor	Labor to outfit one un-marked Patrol Units	1,715.00	1,715.00
1	1	Freight	Freight for equipment for one un-marked Patrol Units	225.00	225.00
1	1	Radio	Parts & Accessories one un-marked Patrol Units*	5,700.00	5,700.00

SUBTOTAL	60,412.00
CA Sales Tax 7.25%	3,361.97
Shipping/Handling	0.00
E-Waste Fee	0.00
TOTAL	63,773.97

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: 202104272021 - Patrol Units Outfitting (6499 : Purchase of Sheriff Vehicle Emergency Equipment)

COUNTY OF COLUSA, CA **7.1**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Kirill Obraztsov**

SUBJECT: **Proposed Contract with the Regional Housing Authority**

Presentation, discussion and possible direction to staff to proceed in the development of an agreement with Regional Housing Authority.

Detailed Description/Background of request

The No Place Like Home funding program dedicated $2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are living with a severe mental illness (SMI) and who need mental health and/or substance use services and are experiencing chronic homelessness, or are at-risk of chronic homelessness, or homelessness. The Program will be administered by the State Department of Housing and Community Development (HCD).

Program funds are to be used to finance capital costs for multifamily rental housing, including shared housing and scattered-site housing. Eligible costs include, but are not limited to, acquisition, design, construction, rehabilitation, or preservation, and to capitalize operating subsidy reserves for NPLH- funded units.

Over the recent years, County of Colusa has accrued Mental Health Services Act Community Supports and Services Dollars, and in this Fiscal Year, County of Colusa intends to utilize some of this resource to promote Full Service Partner Housing in collaboration with Health and Human Services Department and our local Housing Authority.

In the past year, a Homeless Study conducted by California Institute for Behavioral Health Solutions and a Housing Study conducted by Housing Tools has clearly indicated that the community needs additional Housing. Colusa would like to formally apply to California Department of Housing and Community Development (HCD) for the $500,000 of the non-competitive NPLH funds to begin the process of leveraging an application for competitive dollars so an apartment complex of at least 32 units can be built in the county.

Prior Board Action

In the past, the Colusa County Board approved the acceptance of the NPLH funds, however, the funds as administered by HCD cannot be released to the requesting county without a contract with a developer or Housing Authority. This next step of securing a contract with the

local Housing Authority, that is also a developer, is imperative.

Fiscal Impact/Funding Source

Colusa County Behavioral Health will budget in the 2021/22 Fiscal Year (FY) a transfer of $800,000 from existing Community and Supports Fund to the Local Housing Authority for Sutter, Yuba, Nevada and Colusa Counties. This is revenue that must be used in this FY or risk being subject to reversion.

Action for the Clerk

None

COUNTY OF COLUSA, CA **8.1**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Behavioral Health**

FROM: **Debbie Hickel**

SUBJECT: **Adopt Resolution to Opt Out of Assisted Outpatient Treatment as Authorized Under AB 1976**

Adopt Resolution Opting Out of Providing Assisted Outpatient Treatment (AOT), as authorized under Welfare and Institutions Code section 5349 (AB 1976.)

Detailed Description/Background of request

LPS

The Lanterman-Petris-Short (LPS) Act was the legislation in California that brought civil rights for the mentally ill and opened the door to most of the locked hospital patients. The Lanterman- Petris-Short Act, set the precedent for modern mental health care in the United States. The Act went into full effect on July 1, 1972. It cited seven articles of intent:

1. To end the inappropriate, indefinite, and involuntary commitment of mentally disordered persons, developmentally disabled persons, and persons impaired by chronic alcoholism, and to eliminate legal disabilities;

2. To provide prompt evaluation and treatment of persons with serious mental disorders or impaired by chronic alcoholism;

3. To guarantee and protect public safety;

4. To safeguard individual rights <http://en.wikipedia.org/wiki/Rights>through judicial review <http://en.wikipedia.org/wiki/Judicial_review>;

5. To provide individualized treatment, supervision, and placement services by a conservatorship program for gravely disabled persons;

6. To encourage the full use of all existing agencies, professional personnel and public funds to accomplish these objectives and to prevent duplication of services and unnecessary expenditures;

7. To protect mentally disordered persons and developmentally disabled persons from criminal acts.

The LPS Act required a mental health department in every California County. The LPS Act closed all but 5 of the state mental hospitals and was supposed to provide money to support community treatment. The state funding that would have provided the services envisioned by the LPS ACT was never fully realized.

The LPS Act was intended to correct the abuses of the system: neglectful treatment, indeterminate commitments, and the possible abuse of commitment procedures. A study eight years after the change in the commitment standards found a five-fold increase in the arrest rate of mentally ill individuals.

The LPS Act provides for involuntary commitment of individuals with serious mental illness for varying lengths of time for the purpose of treatment and evaluation, provided certain requirements are met. Additionally, the LPS Act provides for LPS conservatorship, resulting in involuntary commitment for the purposes of treatment, if an individual is found to meet the criteria of being a danger to themselves or others, or is gravely disabled, as defined by the law.

AB1421 (Laura's Law)

As an alternative to LPS conservatorship, current law also provides for court-ordered outpatient treatment through Assisted Outpatient Treatment (AOT), established by AB1421 in 2002. Also known as Laura's Law, in memory of Laura Wilcox, a young woman who was killed by an individual with mental health issues who refused treatment. AB1421 gives counties the option of implementing involuntary AOT programs for individuals who have difficulty maintaining their mental health stability and have frequent hospitalizations and contact with law enforcement related to untreated or undertreated mental illness. AB1421 requires action by the county board of supervisors to authorize implementation.

As defined by California Welfare and Institutions Code sections 5345-5349.5, AOT programs provide court-ordered treatment (not medication) for persons with severe mental illness who meet the following criteria:

1. Must be 18 years of age or older;

2. Is suffering from a mental illness;

3. There has been a clinical determination that the person is unlikely to survive safely in the community without supervision;

4. Has a history of lack of compliance with treatment, in that at least one of the following is true:

5. The person, within the last 36 months, has required two psychiatric hospitalizations or placements in a correctional facility due to their mental

illness; or

6. The person's mental illness has resulted in one or more attempts or threats of serious and violent behavior toward himself/herself or another within the last 48 months.

7. The person has been offered treatment and continues to fail to engage;

8. Has a substantially deteriorating condition;

9. Participation in AOT would be the least restrictive placement which ensures wellness/stability;

10. Based on history and current behavior AOT involvement would prevent meeting 5150 criteria;

11. The individual would likely benefit from AOT.

AB1976

The adoption of AOT under AB1421 was optional for each county. Counties had to opt-in and the local board of supervisors had to pass a resolution or act through the county budget process to establish the program. Under AB1976, counties must opt out. The requirements of the law for a county who agrees to implement AOT, at a minimum, must be community based, mobile, highly trained mental health teams that use high staff-to-client ratios of no more than ten clients per team member. The program must include family outreach support, supportive housing/ housing assistance and vocational rehabilitation. In addition, every 60 days, the Director of the AOT program shall file an affidavit with the Court affirming continued AOT treatment. Individuals have the right to counsel at all stages of AOT, including a right to appeal every 60 days. This action requires the AOT director to reassess the individual and file a report proving the need for AOT. This is in addition to the initial investigation required of the county mental health director by the law. The director must submit multiple data reports annually to the California Department of Health Care Services (DHCS).

These and other requirements have a cost directly to the local Behavioral Health Department, the Courts, the Public Defender Offices, and the District Attorney's Office, to name the main stakeholders. AB1976 also requires that existing services "must not" be reduced to implement an AOT program under Laura's Law. No funds were allocated for the implementation of these services, therefore additional funding and staffing sources would be required. As noted, the state funding that was envisioned by the LPS ACT was never fully realized. Local behavioral health services have never been fully funded to provide a full array of services.

Opposition to Assisted Outpatient Treatment

Existing Services - The equivalent to AOT is already available in Colusa County
The AOT program under Laura's Law, strongly mirrors many programs that Colusa County Behavioral Health already provides such as:

1. Colusa County's Full Service Partnership (FSP) program provides services very similar to AOT. FSP is funded through the Mental Health services Act (MHSA). FSP is designed to provide or coordinate all the services a client may need, to do "whatever it takes" to assist people with a severe, serious mental illness. It employs low client to staff ratios, wrap around funds, and the availability of after hour services.

   FSP funds are used to provide "whatever it takes" to support of a client and/or family. CCBH provides wrap around case management, therapy, medications, and other services that are individualized for the client. Services can be provided to individuals in their homes, the community, and other locations. Peer supports are included in these services and are provided by trained Peer Specialist staff with lived experience. CCBH serves FSP clients in all age groups.

   The FSP program includes the availability of flexible funding to meet the goals of the individual service and support plans for each client. Some examples of flexible funding may include housing rental assistance, clothing, food, transportation, and educational materials.

2. Public Guardian and LPS Case Management Services. Individuals who are found to be gravely disabled due to a mental illness may be placed on a conservatorship. The criteria is very specific and the impact of LPS conservatorship is serious, which under current law, allows the Public Guardian to assume legal responsibility for an individual's finances, treatment and placement needs, including mental health services.

3. Triage and Crisis Services. CCBH maintains crisis and triage services beyond those services mandated by regulation. Those enhanced services provide for responding in the community, partnership with law enforcement, follow-up to all triage and crisis calls, referrals and assistance with resources and treatment.

4. Behavioral Health Housing. Colusa County has a housing program providing transitional and permanent supportive housing solutions for individuals with mental illness. Colusa County Behavioral Health also partners with the Sutter Yuba, Nevada and Place County's Housing Authority to access housing for clients. Colusa is also an active member of the Dos Rios Joint Power Authority which is utilized to access federal and state grant funds.

AOT Programming Challenges

Even though Laura's Law allows for the court to order involuntary outpatient services; it does not allow involuntary medication. Failure to comply with an order of AOT alone may not be grounds for involuntary civil commitment or the finding that the person is in contempt of court. Since no civil or criminal penalties are incurred for refusing to participate, the law's power lies in the "black robe" effect of the judge being able to convince the person with mental illness to accept treatment. Therefore, should an individual fail to participate in the court-ordered AOT, he or she may be held for a 72-hour involuntary stay in the hospital pursuant to Welfare and Institutions Code section 5150. That is, they must meet the 5150 criteria independent of the order. Additionally, if the person does not meet 5150 criteria at any point during the 72-hour initial hold, and does not agree to voluntarily stay in the hospital, they will be released.

Outcomes

Per Department of Health Care Services' Laura's Law (AOT) report, the 13 counties that served 227 people in FY18/19 reported a decrease in inpatient psychiatric hospitalizations by 33%, decrease in homelessness by 30%, and a decrease in contact with law enforcement by 43%. A quick search of available data shows no evidence to suggest better outcomes can be achieved or poor outcomes averted through the implementation of AOT, the above results are similar without AOT implemented. It should also be noted that only a small fraction of clients are court ordered into AOT, most volunteer for AOT.

In 2001, the RAND Institute for Civil Justice released a report on the outcomes of involuntary outpatient commitment in eight states. That report showed that while mandatory treatment programs can lead to good outcomes for some, "Outpatient commitment is not a 'silver bullet' and that it cannot work in the absence of intensive clinical services and mechanisms for enforcement of the court orders". Ridgely, S., Brown, R., and Petrilla, J. *The Effectiveness of Involuntary Outpatient Treatment: Empirical Evidence and the Experience of Eight States* (2001).

Studies have repeatedly shown that when persons with even the most serious mental illnesses are provided with appropriate and comprehensive community mental health services, they succeed. Most dangerously, coercive outpatient treatment may drive people away from long-term treatment. *World Health Organization Mental Health Action Plan, 2013-2020*, http://apps.who.int/iris/bitstream/10665/89966/1/9789241506021_eng.pdf <http://apps.who.int/iris/bitstream/10665/89966/1/9789241506021_eng.pdf>

Many studies have been published that reported negative outcomes to patients receiving involuntary psychiatric commitment. Some of these negative outcomes include lower patient satisfaction, increased perception of coercion, increased re-hospitalization, dehumanization, and many others. Mohammed Hamdan Alshammari, Rizal Angelo Natoza Grande, Ghedeir M. Alshammari. *Outcomes of involuntary psychiatric commitment: An integrative review*

Other Issues

In 1999, the U.S. Supreme Court issued its landmark decision in *Olmstead v. L.C.*

(*Olmstead*), ruling that unjustified segregation of people with mental disabilities constitutes unlawful discrimination under the Americans with Disabilities Act (ADA). There are several *Olmstead* principles relevant to AOT.

Olmstead principles require that non-coercive means be used before invoking the police power to compel treatment and waiting lists show that there are inadequate treatment resources to meet the needs of people willing to participate voluntarily in their recovery from mental health conditions. Before intervening legally to compel treatment, *Olmstead* principles require that the state provide a continuum of crisis care options that could resolve the danger to self or others without coercion.

Mental Health America (MHA), the nation's leading community based nonprofit dedicated to addressing the needs of those living with mental illness and to promoting the overall mental health of all, strongly agrees with the judgment of the United States Supreme Court that all persons, even persons lawfully convicted and serving a sentence of imprisonment, have a right to refuse medication and that medication may not be imposed involuntarily unless rigorous standards and procedures are met.

Thus, while more community treatment resources are sorely needed, allocating scarce resources from people on waiting lists to a civilly committed class of people who are resisting treatment seems self-defeating, and egregious. Moreover, intervening to compel treatment of people not deemed so seriously ill as to need custodial care imposes enforcement costs and contradicts the recovery principles that are essential to community integration.

Colusa County Behavioral Health strongly asserts that AOT services in Colusa County would be redundant and services produce similar if not better results when voluntary. That if any extra funding did exist it would be better used in addressing current gaps and enhancing outreach and engagement. Behavioral Health as well as the entire County are experiencing revenue and resource impacts related to the Pandemic. The data and research show that the current service delivery system meets or outperforms AOT programs across the state.

Recommendation

It is recommended that the Colusa County Board of Supervisors opt out of AB1976: Mental Health Services: Assisted Outpatient Treatment.

Prior Board Action

None

Fiscal Impact/Funding Source

As mentioned, AOT services mirror those provided by FSP programs. In fact, the majority of County's run AOT through their FSP programs. To determine the potential costs of AOT, the yearly costs per client was based on FSP costs. Colusa

County Behavioral Health calculates the yearly cost of FSP per client. That unduplicated cost per client in FY18/19 was estimated at about $10,000.

The California Assembly Bill Analysis determined that the average court cost would be $7,896 a day (or $987 an hour) to operate a courtroom, exclusive of the judge's salary. Significant costs would also be incurred by the Public defender, as all AOT participants must receive due process under the law, including adequate representation.

As noted, AB1976 does not appropriate additional funding for services. Note again, that W&I Code Section 5349 mandates that voluntary mental health programs cannot be reduced as a result of the implementation of an AOT program. If implementing AOT services will result in the reduction of existing voluntary mental health programs, counties must seek a resolution from their Board of Supervisors to opt out of implementing AOT services which identifies the reasons for opting out, and any facts or circumstances used in making that decision.

As outlined in the background section, Behavioral Health has never been fully funded, not after the LPS Act nor any time since, including the onset of MHSA funding. BH's base funding, commonly referred to as 'realignment', is insufficient to provide for all the mental health, substance use, acute hospitalizations, and long term placement needs. Currently it would be difficult to say BH provides a comprehensive array of services as we do have gaps to fill for our beneficiaries. There are also existing needs and wants in the community around increased prevention services, serving non-beneficiaries in certain key areas (criminal justice involved, school based, homeless), as well as addressing increased COVID-19 related needs. BH does not have extra funding for such services and relies on providing services to those individuals identified in our State contracts. Thus, BH must focus on our core responsibilities and attempt to broaden our array of those core services, maintain increasing network adequacy standards, address corrective action plans, and to minimize audit risk.

BH does not have the funding or staffing to implement AOT. If MHSA funds were to be used, further analysis would need to be conducted on FSP capacity and costs. Prior to that, MHSA requires stakeholder process to direct the expenditure of funds.

There is no fiscal impact for opting out of AOT as provided for in the Welfare and Institutions Code 5346 et seq.

Action for the Clerk

Please obtain signatures and forward to Debbie Hickel at Behavioral Health.

ATTACHMENTS:

- Resolution for AB1976 (DOCX)

RESOLUTION NO. 21-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS OPTING OUT OF PROVIDING ASSISTED OUTPATIENT TREATMENT UNDER WELFARE AND INSTITUTIONS CODE 5439 ET SEQ (AB 1976)

WHEREAS, the State of California enacted Assembly Bill 1976 (Chapter 140, Statutes of 2020), which requires counties to affirmatively opt-out of providing Assisted Outpatient Treatment (AOT), also known as Laura's Law, by adopting a resolution of the local governing body stating the reasons for opting out and any facts or circumstances relied on in making that decision;

WHEREAS, the Department of Health Care Services, pursuant to Behavioral Health Information Notice 20-075, requires counties to submit a Resolution to the Department sixty days prior to the statewide implementation of AB 1976 on July 1, 2021;

WHEREAS, Colusa County Behavioral Health provides a broad range of mental health services, including a Full Service Partnership Program and Behavioral Health Housing. AOT would be redundant and add no new services;

WHEREAS, most individuals involved in AOT programs are voluntary;

WHEREAS, there is no enforcement mechanism for AOT compliance outside of existing state laws;

WHEREAS, counties that implement Laura's Law may not reduce existing voluntary mental health programs serving adults or children's mental health programs as a result of implementation;

WHEREAS, no funding is appropriated by the State of California for providing AOT services; and

WHEREAS, voluntary adult mental health services and children's mental health services would be reduced if Colusa County implemented Laura's Law, and Colusa County opting out of AOT (Laura's Law) will not result in a reduction to any such voluntary treatment programs.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors opt out of Assisted Outpatient Treatment as defined in Welfare and Institutions Code section 5349 et seq. to ensure voluntary mental health treatment services remain available to the public and not be reduced.

PASSED AND ADOPTED this 27th day of April 2021, by the following vote:

AYES:

NOES:

Attachment: Resolution for AB1976 [Revision 4] (6525 : Adopt Resolution Re: AB1976)

ABSENT:

COUNTY OF COLUSA

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM

_____
David A. Prentice, Interim, County Counsel

Attachment: Resolution for AB1976 [Revision 4] (6525 : Adopt Resolution Re: AB1976)

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE:	**April 27, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Mary Fahey**
SUBJECT:	**Presentation on the public review of the first draft chapters of the Groundwater Sustainability Plan for the Colusa Subbasin**

Receive presentation on Groundwater Sustainability Plan Draft Chapters.

Detailed Description/Background of request

The first four draft chapters of the Groundwater Sustainability Plan for the Colusa Subbasin (GSP) were released for public review on April 7, 2021. Upon release of the draft chapters, a 28 day public review period began. The first four chapters are:

1. Introduction
2. Plan Area
3. Basin setting
4. Monitoring Network

These chapters can be downloaded from the CGA website at this link <https://colusagroundwater.org/projects/groundwater-sustainability-plan/>.

Subsequent chapters will be released in July and August and the final draft of the full GSP will be released for a final round of public review in late August. The final GSP is due to the California Department of Water Resources (DWR) by January 31, 2022, and DWR will then have up to two years to review the submitted GSPs and determine if they are adequate.

Groundwater Sustainability Plans are state-mandated under the Sustainable Groundwater Management Act of 2014 (SGMA). Through this historic legislation, groundwater is being regulated in California for the first time. The GSP will define future groundwater management activities in the Colusa Subbasin and will also define what is considered significant and unreasonable groundwater conditions in the basin. The GSP defines Minimum Thresholds, and if these thresholds are

exceeded, management actions will need to be implemented to correct the issue. Management actions could include implementing groundwater recharge projects or limiting groundwater pumping, as examples. If an exceedance is not corrected, that will trigger intervention by the State Water Resources Control Board.

It is important that the Colusa County Board of Supervisors is aware of the contents of the GSP as this Plan will affect groundwater management activities in the County into perpetuity.

A high-level overview presentation describing the contents of the draft chapters was developed by the Consultant team that is preparing the GSP. This presentation was given at a public meeting of the Colusa Groundwater Authority and Glenn Groundwater Authority Boards of Directors on April 22, 2021. The presentation has been modified in length by Staff and is attached. Water Resources Staff will walk through the presentation during this agenda item.

GSP Schedule:

GSP Chapters	Draft Release Date	Review Start Date	Review End Date
Chapter 1 - Introduction	4/7/2021	4/7/2021	5/5/2021
Chapter 2 - Plan Area	4/7/2021	4/7/2021	5/5/2021
Chapter 3 - Basin Setting	4/7/2021	4/7/2021	5/5/2021
Chapter 4 - Monitoring Network	4/7/2021	4/7/2021	5/5/2021
Chapter 5 - Sustainable Management Criteria	7/16/2021	7/16/2021	8/13/2021
Chapter 6 - Projects and Management Actions	7/16/2021	7/16/2021	8/13/2021
Chapter 7 - Plan Implementation	8/31/2021	8/31/2021	10/31/2021
Chapter 8 - References and Technical Studies	8/31/2021	8/31/2021	10/31/2021
Complete Draft GSP	8/31/2021	8/31/2021	10/31/2021

Prior Board Action

The County of Colusa became a Member of the Colusa Groundwater Authority Joint Powers Authority on June 13, 2017 through Resolution 17-027 (A Resolution of the Board of Supervisors of the County of Colusa Authorizing Execution of the Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority).

Fiscal Impact/Funding Source

None anticipated at this time.

Action for the Clerk

None

ATTACHMENTS:

- 2021_04_27 BOS GSP Chpt 1-4 Presentation (PDF)



COLUSA AND GLENN GROUNDWATER AUTHORITIES

Colusa Subbasin

Groundwater Sustainability Plan

Draft GSP Chapters 1 through 4

APRIL 27, 2021

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Discussion Topics

- Chapter 1—Introduction
- Chapter 2—Plan Area
- Chapter 3—Basin Setting
- Chapter 4—Monitoring Networks

- A link to download the draft chapters is on the Colusa Groundwater Authority website: https://colusagroundwater.org/projects/groundwater-sustainability-plan

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

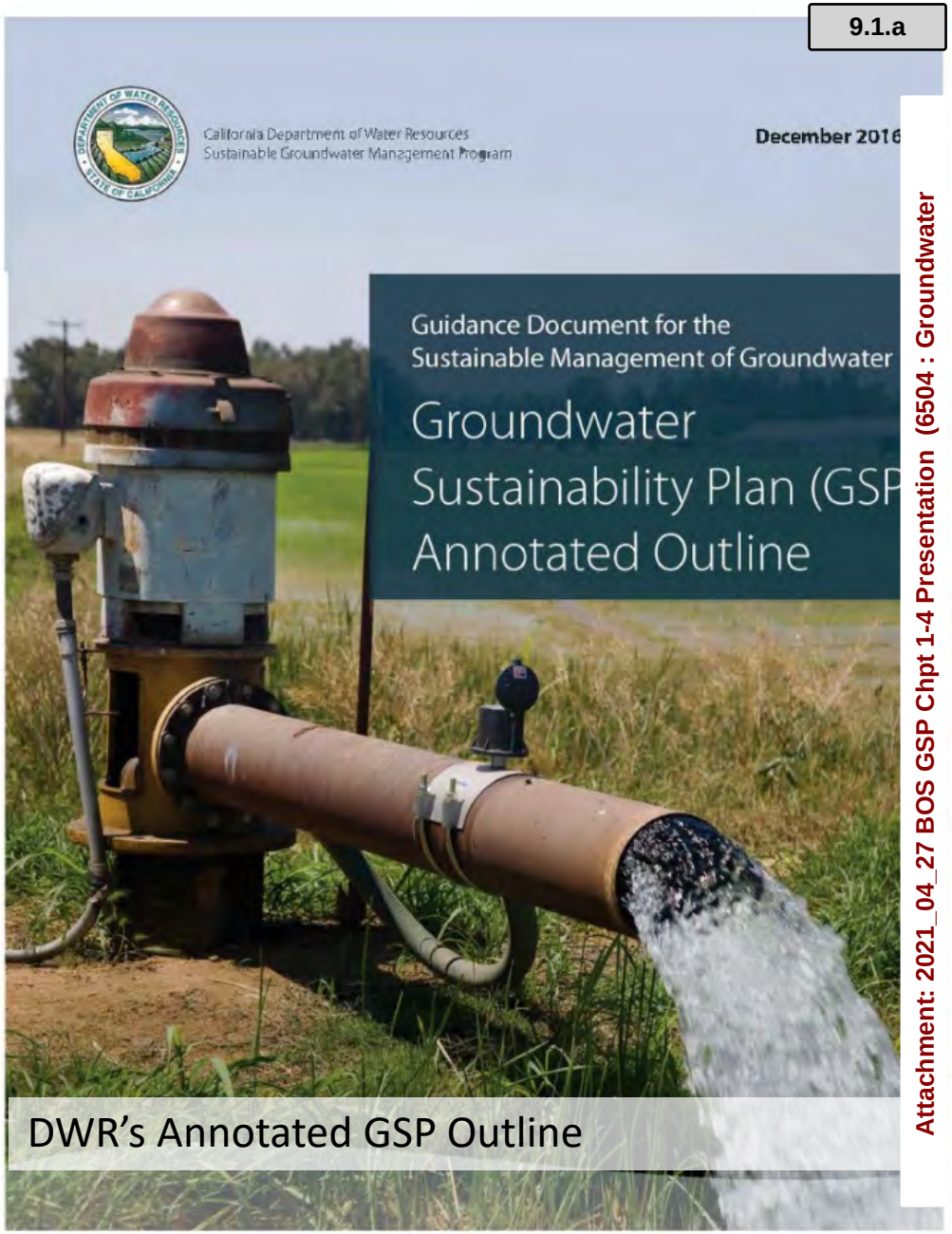
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Item 5.a.
Chapter 1—Introduction

Chapter 1—Introduction

Content

- Purpose of the GSP
- Sustainability Goal
- GSA Information
- GSP Organization
- Cross references to GSP regulations
- SGMA Glossary



DWR's Annotated GSP Outline

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Colusa Subbasin Sustainability Goal

To maintain, through a cooperative and partnered approach, locally managed sustainable groundwater resources to preserve, and enhance the economic viability, social well-being and culture of all beneficial uses and users without experiencing undesirable results by managing use within the sustainable yield.

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Questions & Answers

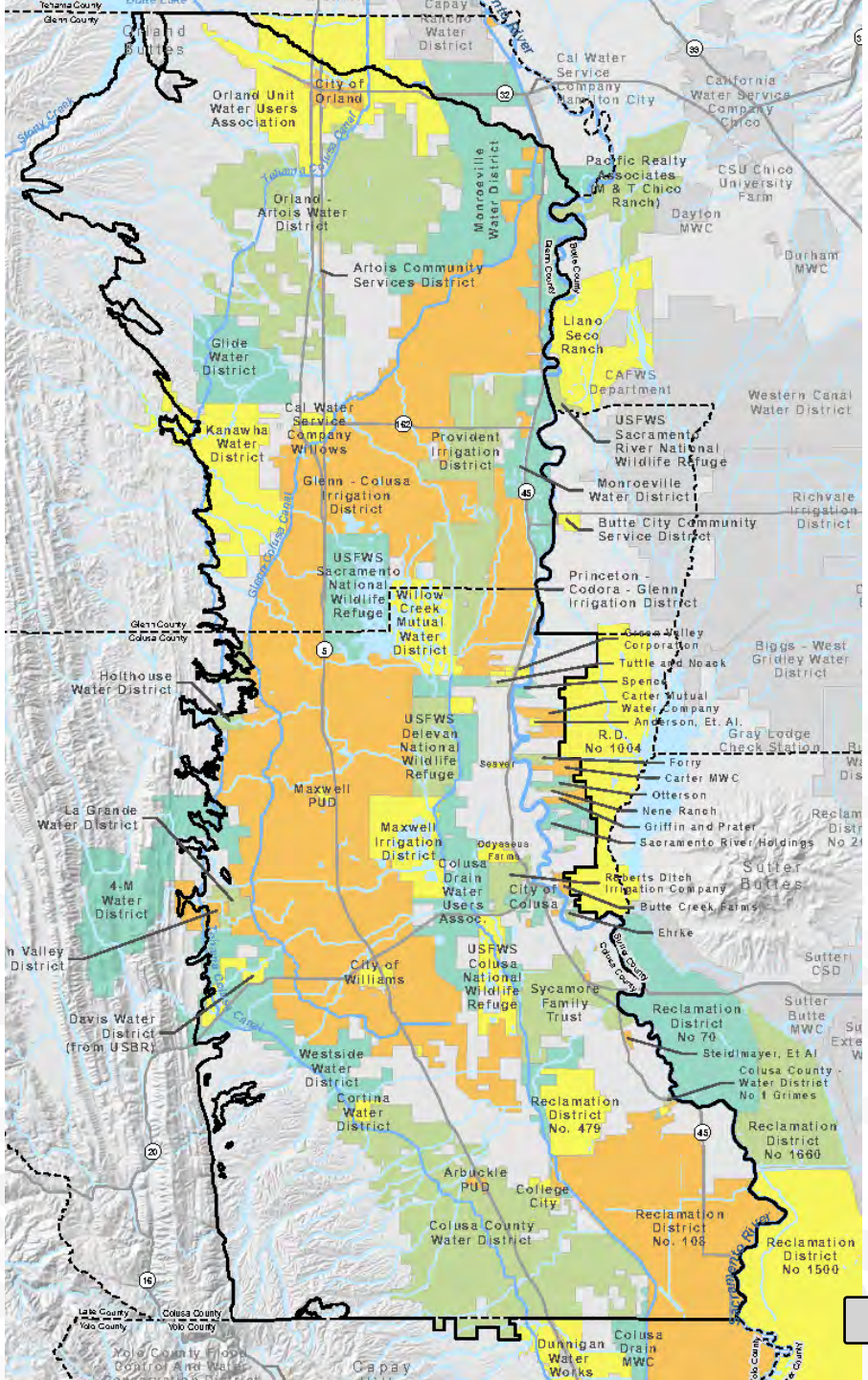
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Item 5.b.
Chapter 2—Plan Area

Chapter 2—Plan Area

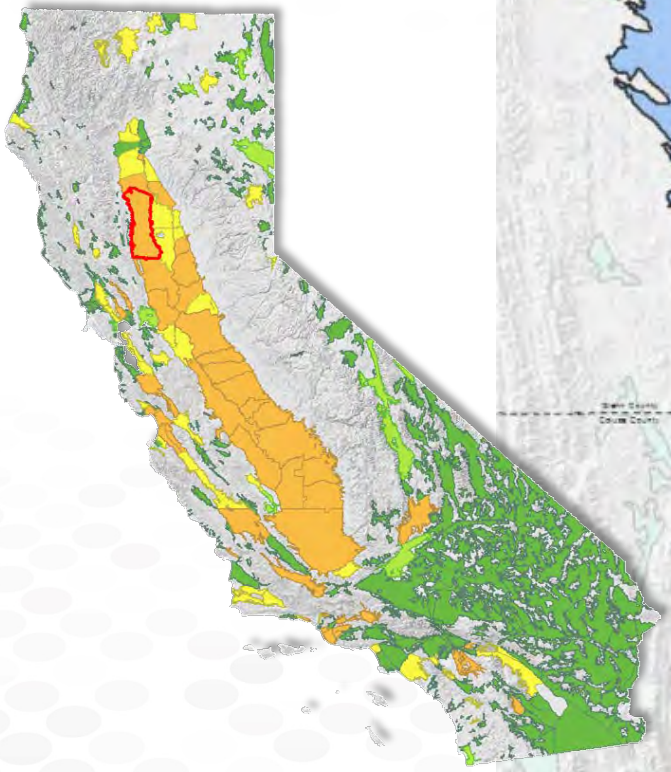
- Summary of Jurisdictional Areas
- Water Resources Monitoring and Management Programs
- Land Use Elements of Applicable General Plans
- Additional GSP Elements
- Notice and Communication
  - Beneficial uses and users
  - Communications

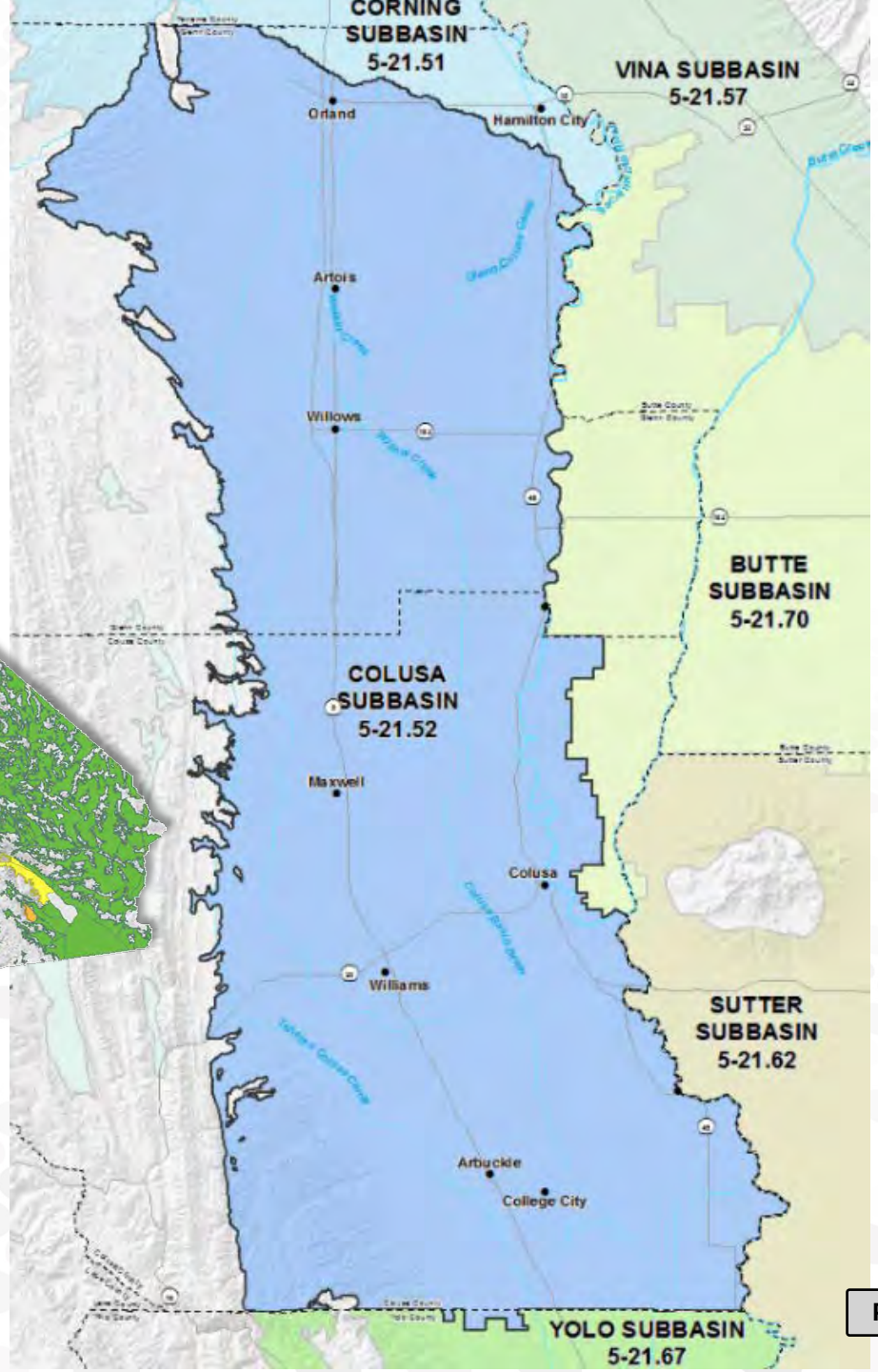


Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Colusa Subbasin

- Largest Subbasin in the Sacramento Valley
- 724,000-acre area
- 60 miles north-South
- 20 miles east-west
- 1,500 ft thickness





Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Questions & Answers

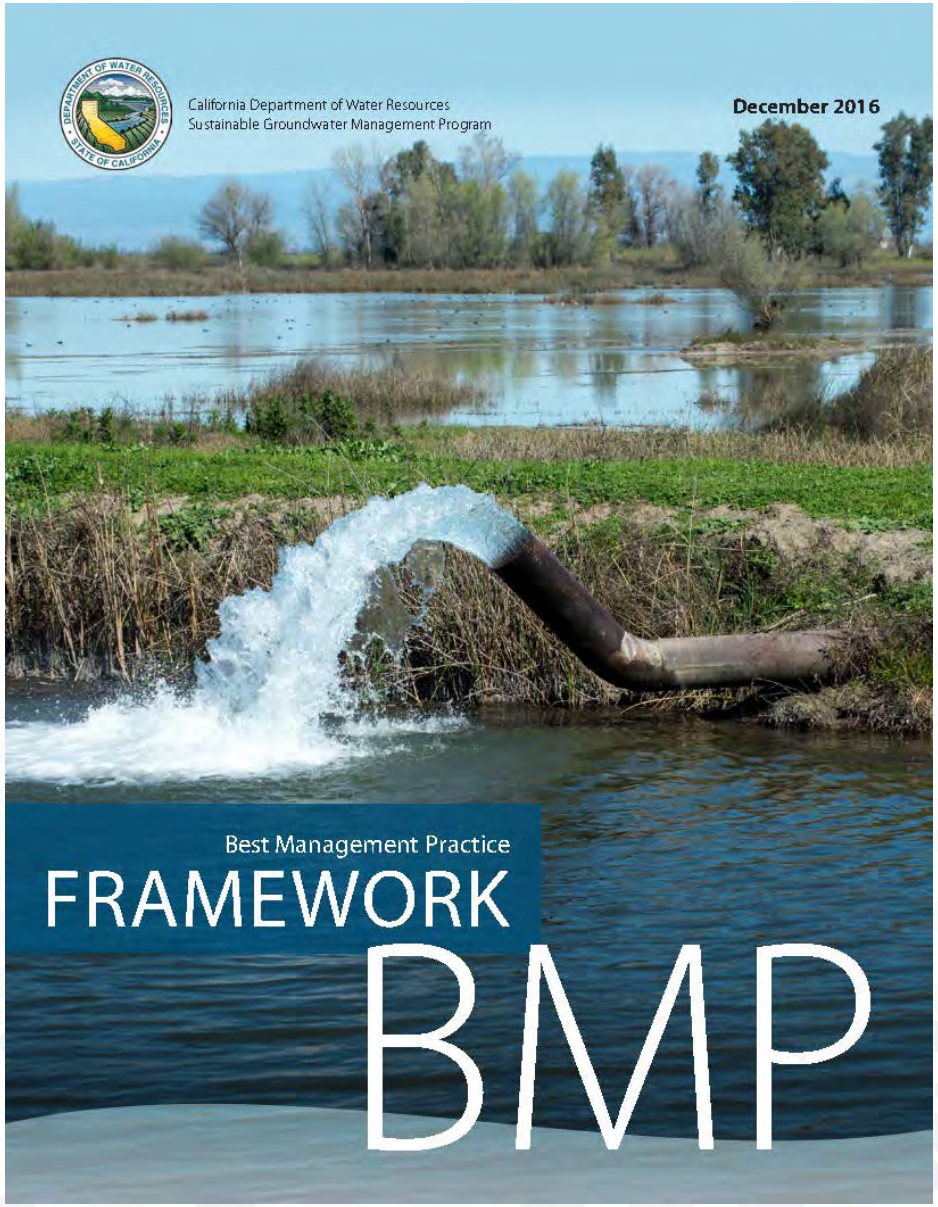
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Item 5.c.
Chapter 3—Basin Setting

Chapter 3—Basin Setting

- Hydrogeologic conceptual model (HCM)
- Existing and historical groundwater conditions
- Water budget information
- Management areas (if determined to be applicable)

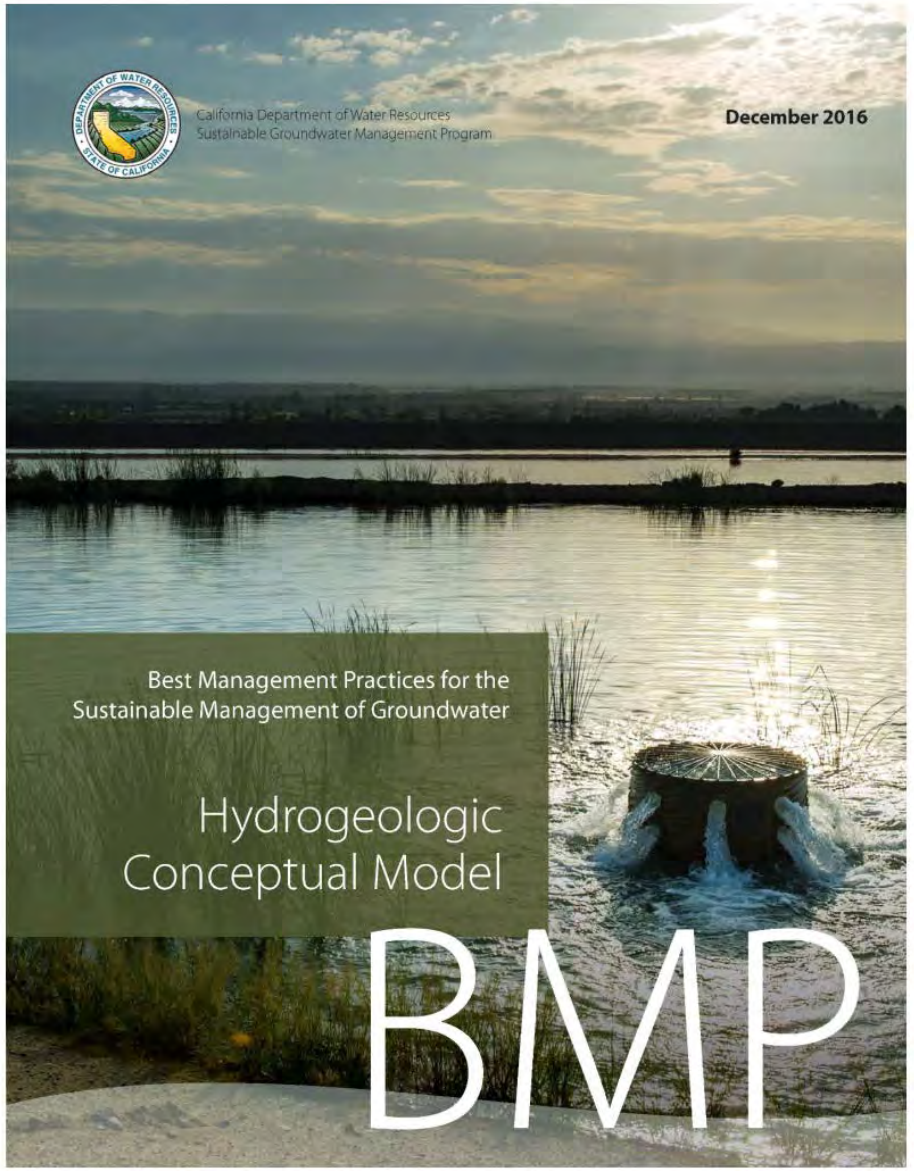


Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Chapter 3—HCM

Describes Physical Components of the Basin

- At least two scaled cross sections
- Maps of physical characteristics
  - Topography, Surface and Subsurface Geology and Soils
  - Existing recharge areas
  - Potential recharge & discharge areas
  - Surface water bodies
  - Sources and points of delivery of local and imported water



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Hydrogeologic Conceptual Model

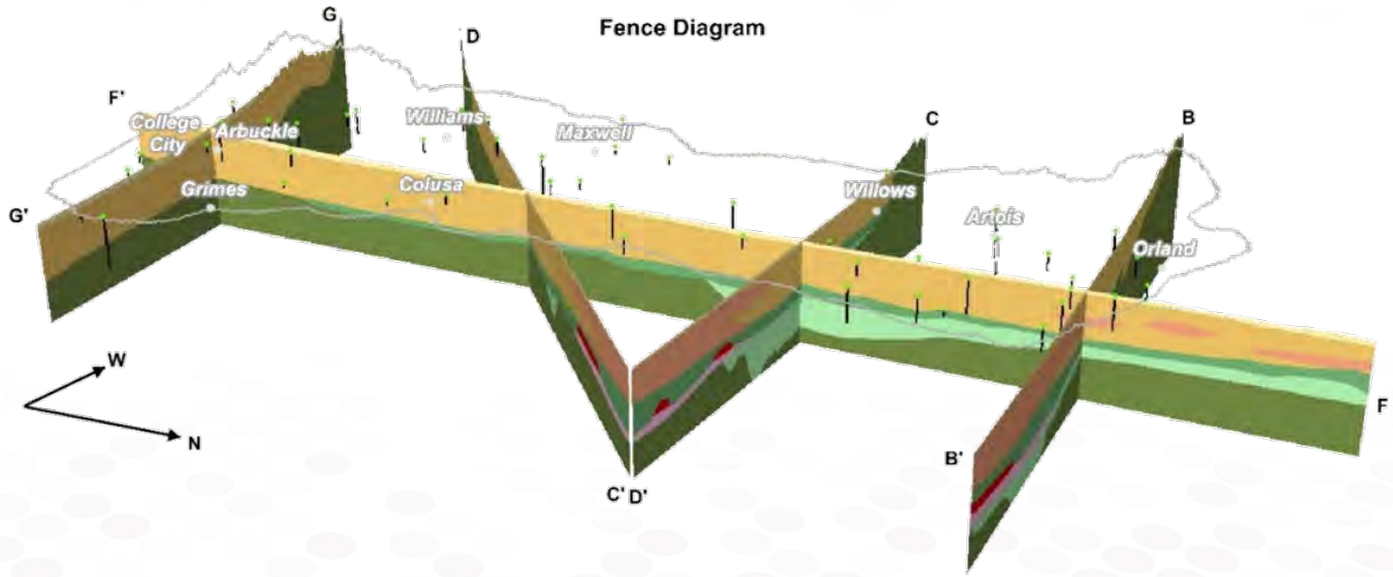
Hydrogeologic Formation

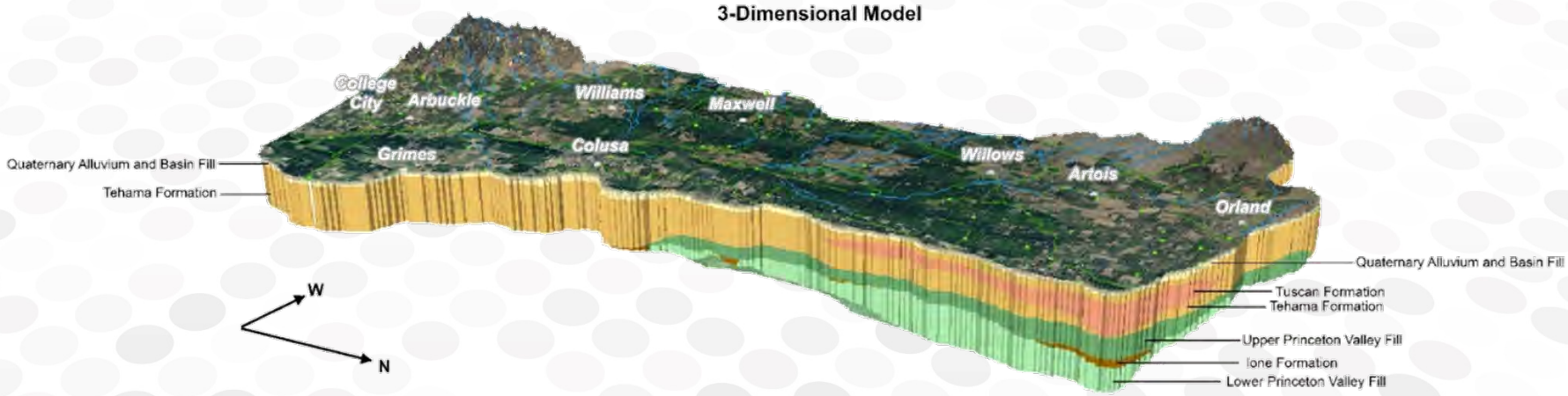
- Quaternary Alluvium and Basin Fill
- Tehama Formation
- Tuscan Formation
- Upper Princeton Valley Fill
- Lovejoy Basalt
- Ione Formation
- Lower Princeton Valley Fill
- Cretaceous Rocks (pre-Paleogene)

Groundwater Monitoring Network

- Groundwater Monitoring Network Well
- Groundwater Monitoring Network Borehole

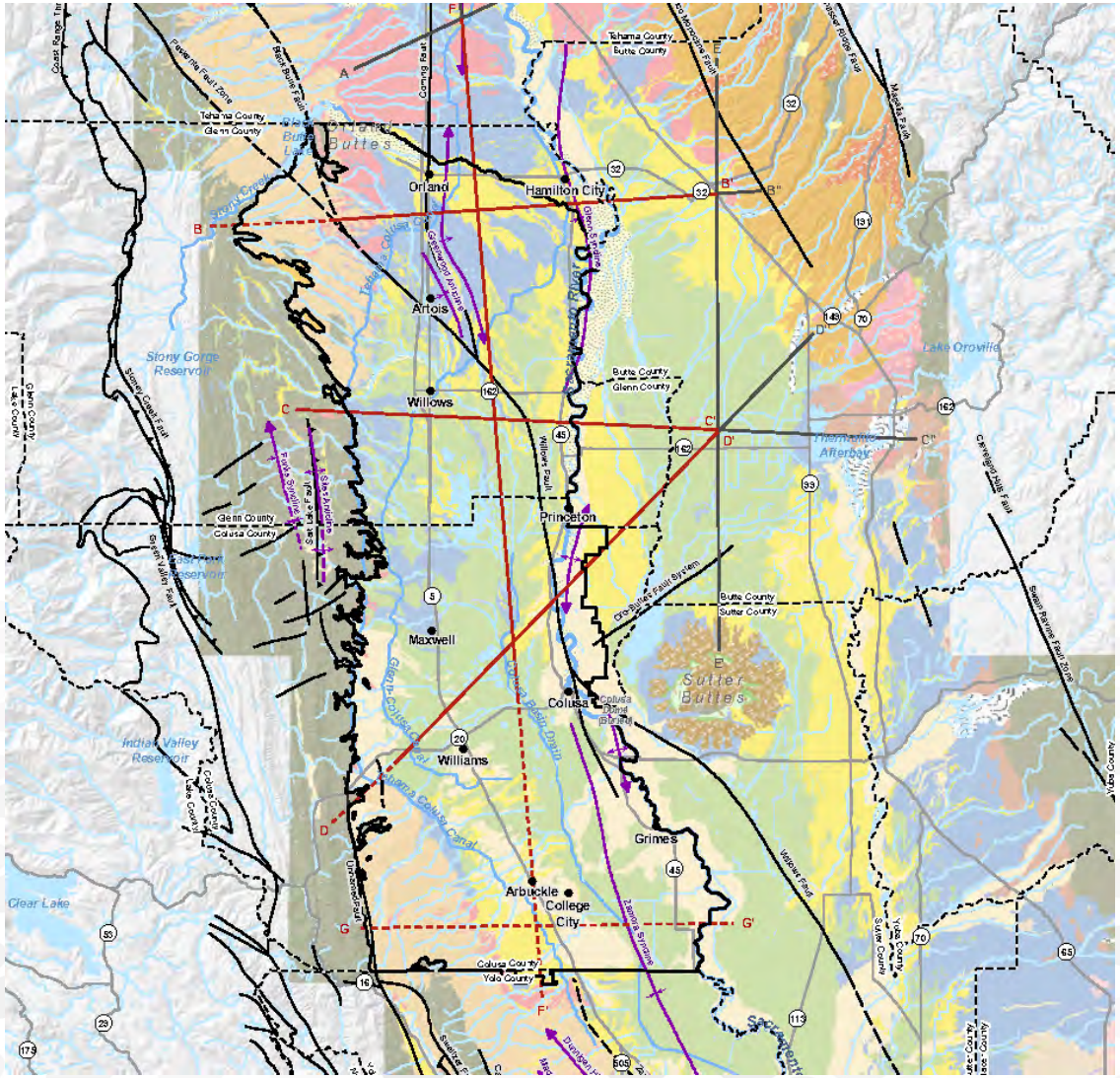
Vertical Exaggeration=10x





Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Surface Geology



Northern Sacramento Valley Geology Cross Section Used for the Hydrogeologic Conceptual Model

Section Extension or New Cross Section

Northern Sacramento Valley Geology Cross Section Not Used for the Hydrogeologic Conceptual Model

Study Area

0 4 8

Geologic Structures

- Anticline
- Syncline
- Plunging Anticline
- Plunging Syncline
- Doubly Plunging Anticline
- Double Plunging Syncline
- Fault
- Thrust Fault

Geologic Units

- Stream Channel Deposits (Holocene)
- Alluvial Deposits (Holocene)
- Basin Deposits (Holocene)
- Landslides (Quaternary)
- Modesto Formation (Pleistocene)
- Riverbank Formation (Pleistocene)
- Red Bluff Formation (Pleistocene)
- Turlock Lake Formation (Pleistocene)
- Volcanic Rocks and Lacustrine Deposits of Sutter Buttes (Pleistocene - Pliocene)
- Basaltic Rocks (Pleistocene - Pliocene)
- Tehama Formation (Pliocene)
- Nomlaki Tuff Member (Pliocene)
- Putah Tuff Member (Pliocene)
- Tuscan Formation (Pliocene)
- Laguna Formation (Pliocene)
- Sutter Formation of Williams and Curtis (1977) (Pliocene - Oligocene)
- Channel Deposits (Pliocene - Miocene)
- Mehrten Formation (Pliocene - Miocene)
- Lovejoy Basalt (Miocene)
- Ione Formation (Eocene)
- Sedimentary Rocks in Sutter Buttes Area (Eocene)
- Metamorphic, Igneous, and Sedimentary Rocks (pre-Paleogene)
- Tailings

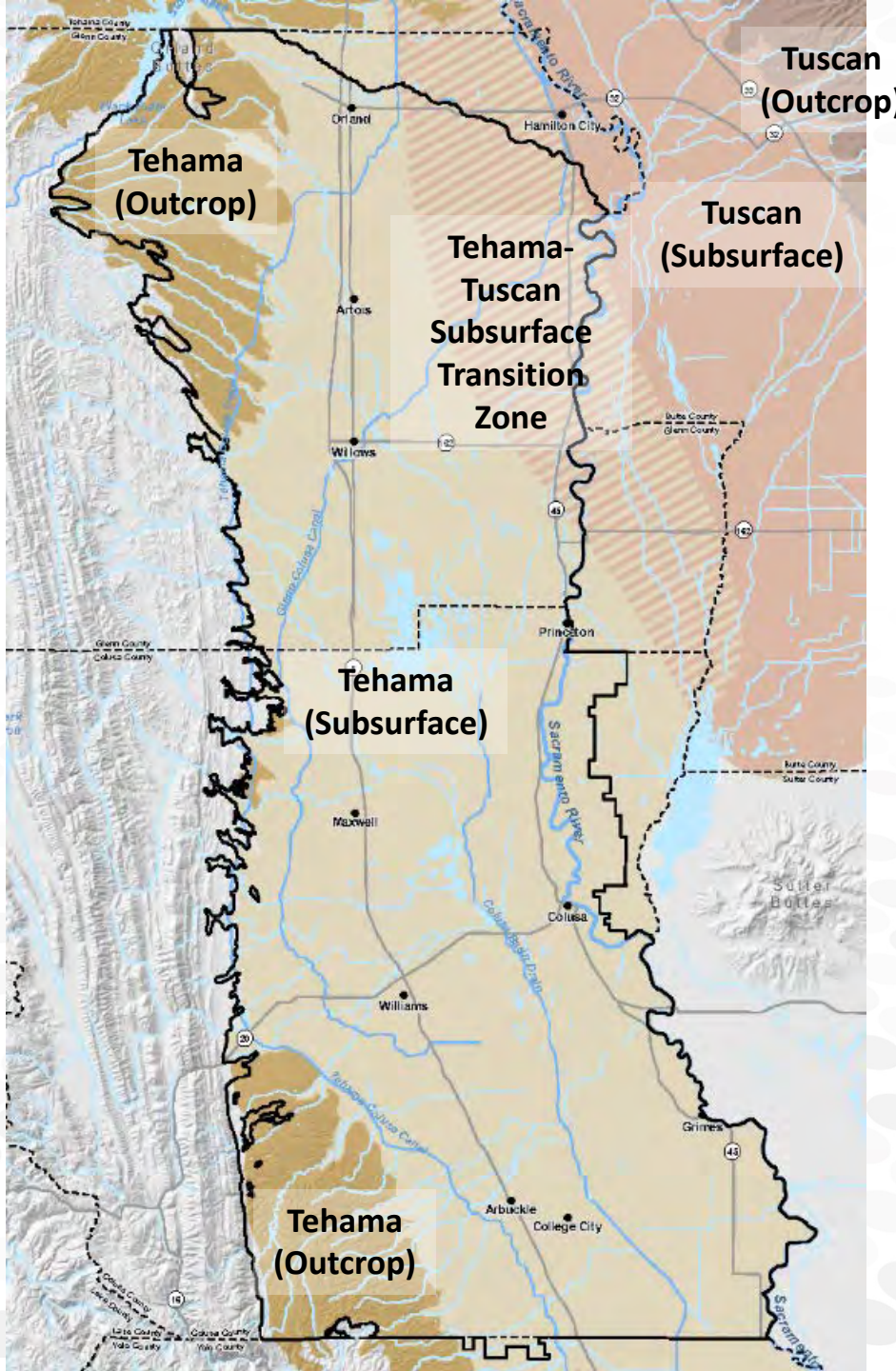
Source:
1. California Department of Water Resources, 2014, Geology of the Northern Sacramento Valley: prepared by the California Department of Water Resources Northern Region Office, Groundwater and Geologic Investigations Section, updated September 2014.
2. Helley, E.J. and Harwood, D.S., 1985, Geologic Map of the Late Cenozoic Deposits of the Sacramento Valley and Northern Sierran Foothills, California: U.S. Geological Survey Miscellaneous Field Studies Map MF-1790, scale 1:62,500, GIS geodatabase.
3. Jennings, C.W. and Strand, R.G., 1960, Geologic Map of California, Olaf P. Jenkins Edition, Ukiah Sheet: Department of Natural Resources Division of Mines and Geology, third printing 1992, scale 1:250,000.
4. Koenig, J.B., 1963, Geologic Map of California, Olaf P. Jenkins Edition, Santa Rosa Sheet: California Department of Natural Resources Division of Mines and Geology, scale 1:250,000.
5. Springhorn, S.T., 2008, Stratigraphic Analysis and Hydrogeologic Characterization of Cenozoic Strata in the Sacramento Valley near the Sutter Buttes: Master of Science Dissertation, California State University, Chico, 2008.

Horizontal Datum: North American Datum of 1983, California State Plane Zone II, feet.

Notes:
1. The Helley and Harwood mapping is used where available and is supplemented or revised using geologic mapping from the California Department of Natural Resources Division of Mines and Geology documents and information provided in the Springhorn dissertation (2008)
2. Geologic structures are dashed where approximated.

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

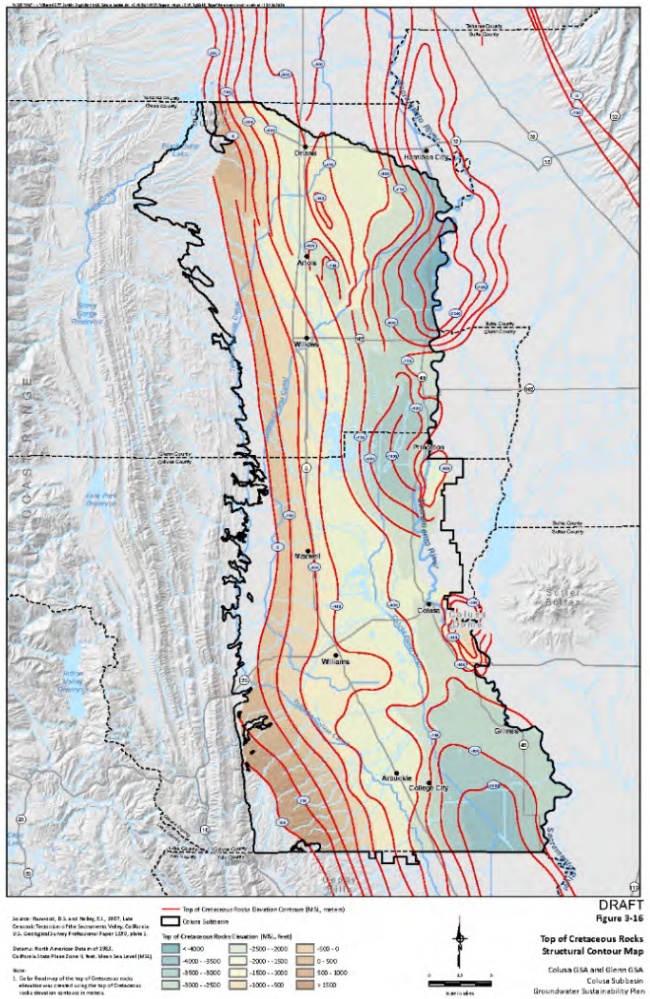
Subsurface Geology



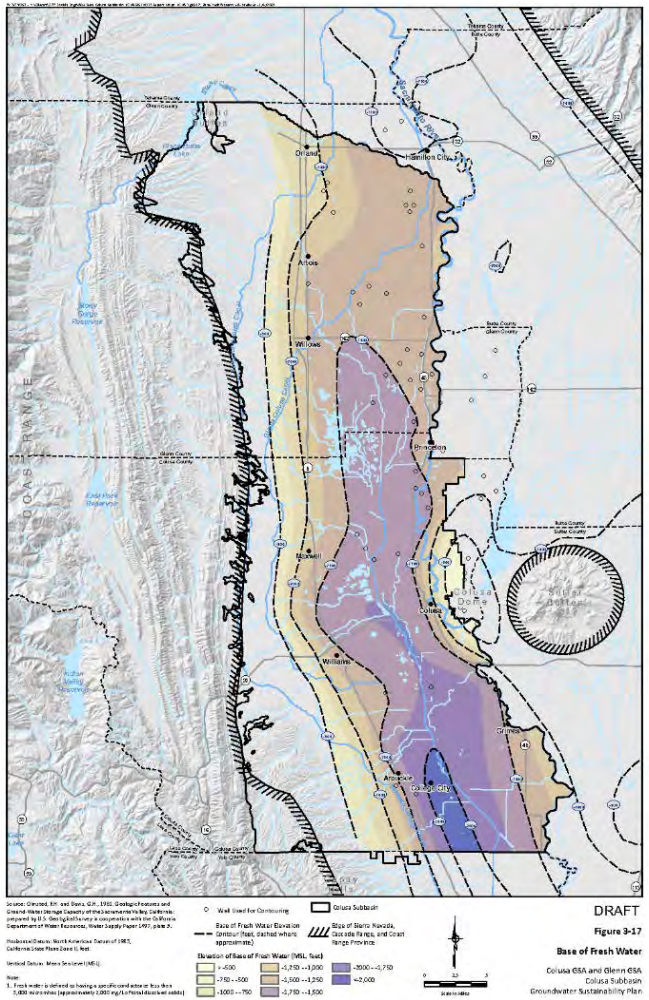
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Vertical Extent of the Basin

Depth to Bedrock



Base of Freshwater



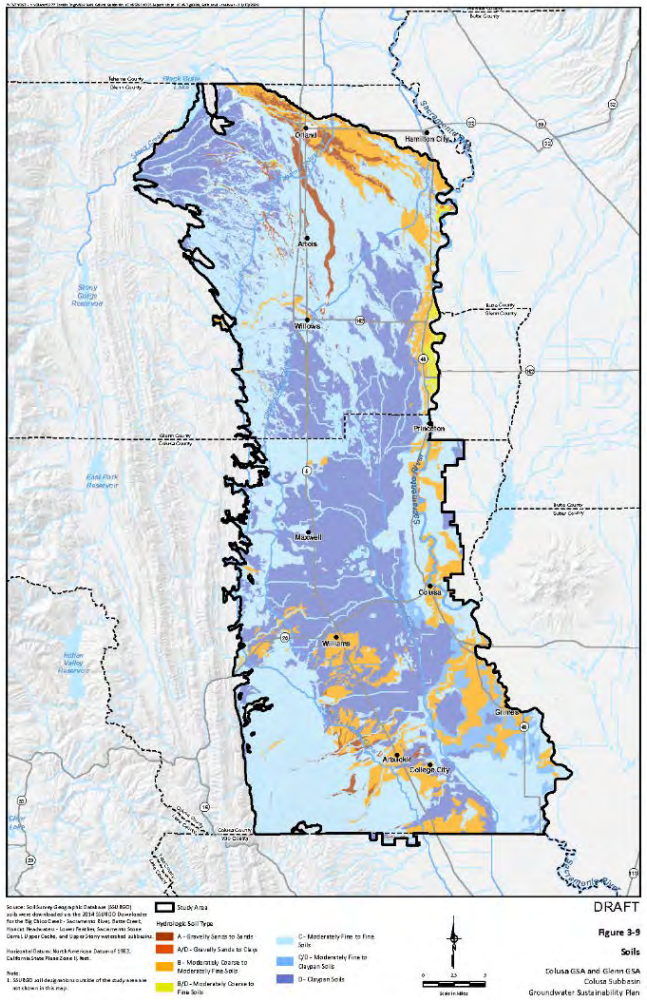
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Soils and Recharge Areas

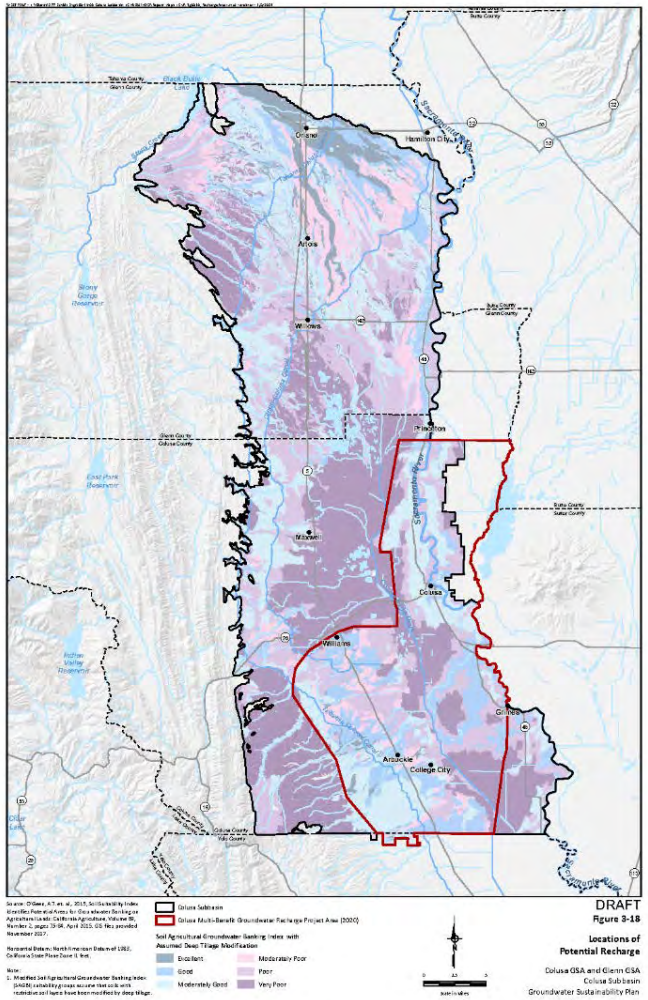
Soils

Type

- A – Gravelly Sands to Sands
- A/D – Gravelly Sands to Clays
- B – Moderately Course to Mod. Fine Soils
- B/D – Moderately Course to Fine Soils
- C – Moderately Fine to Fine Soils
- C/D Moderately Fine to Claypan Soils
- Claypan Soils



Potential Recharge Areas



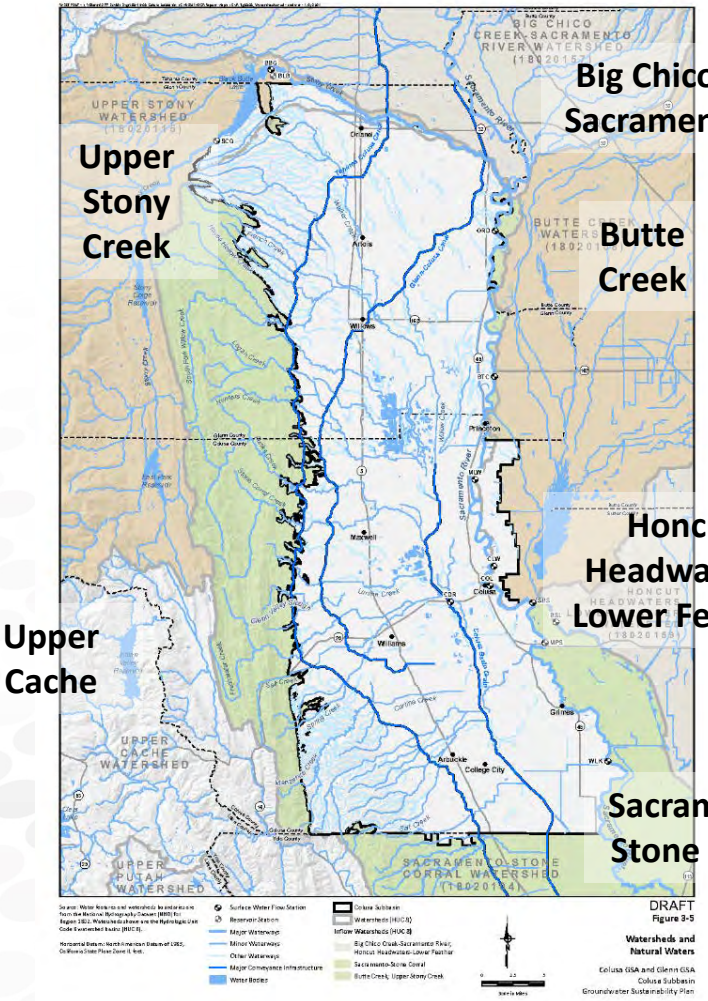
Type

- Excellent
- Good
- Mod. Good
- Mod. Poor
- Poor
- Very Poor

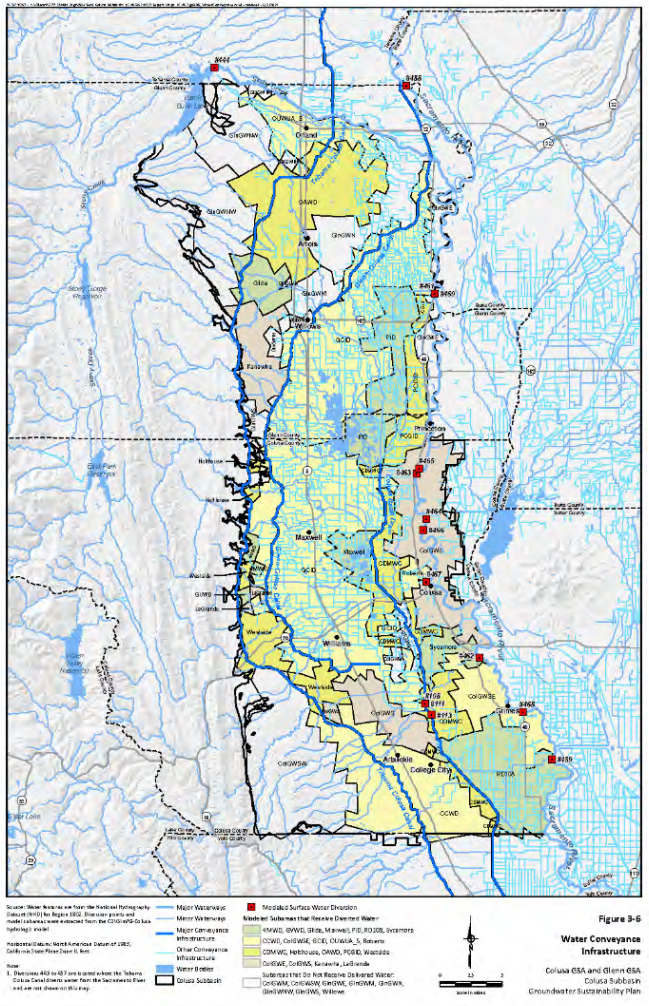
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Surface Water Features

Watersheds and Streams



Water Conveyance



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

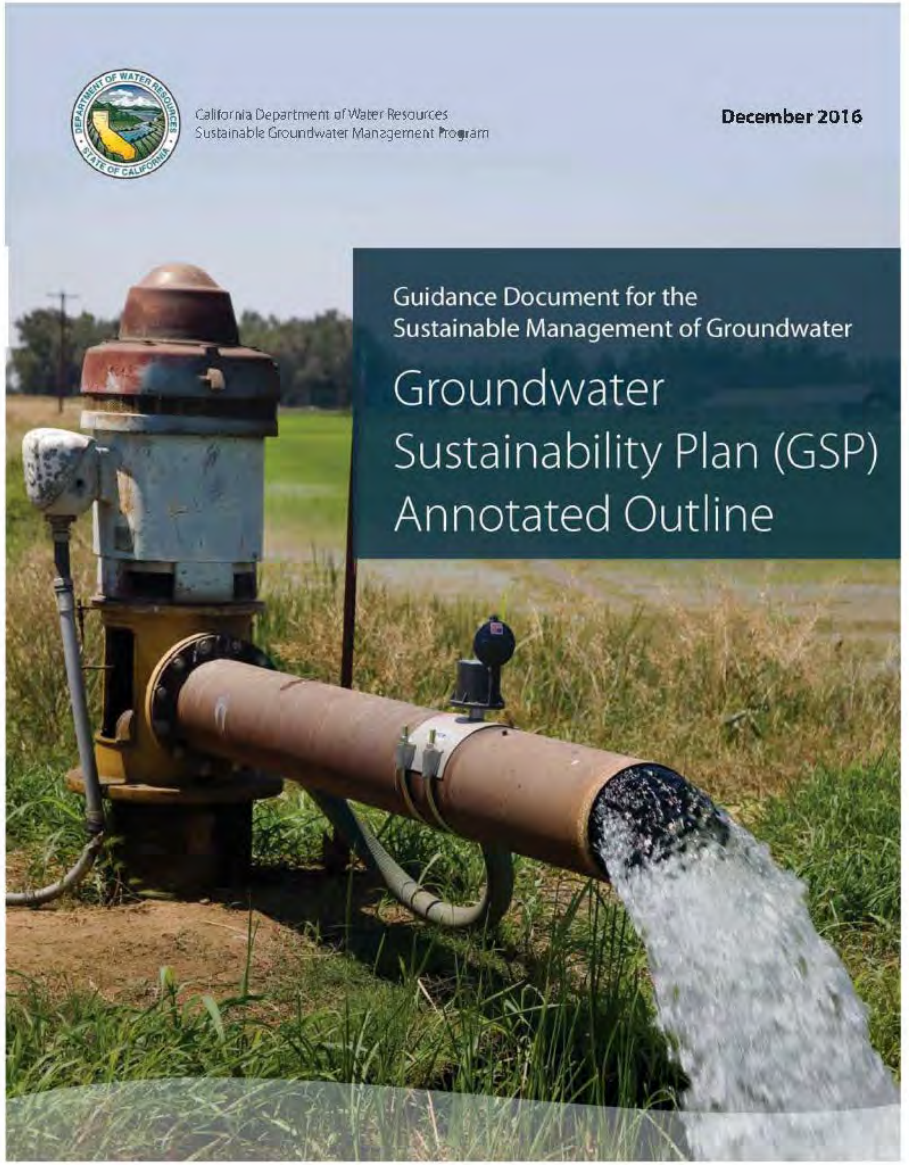
Questions & Answers

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Chapter 3—Groundwater Conditions

Six Sustainability Indicators

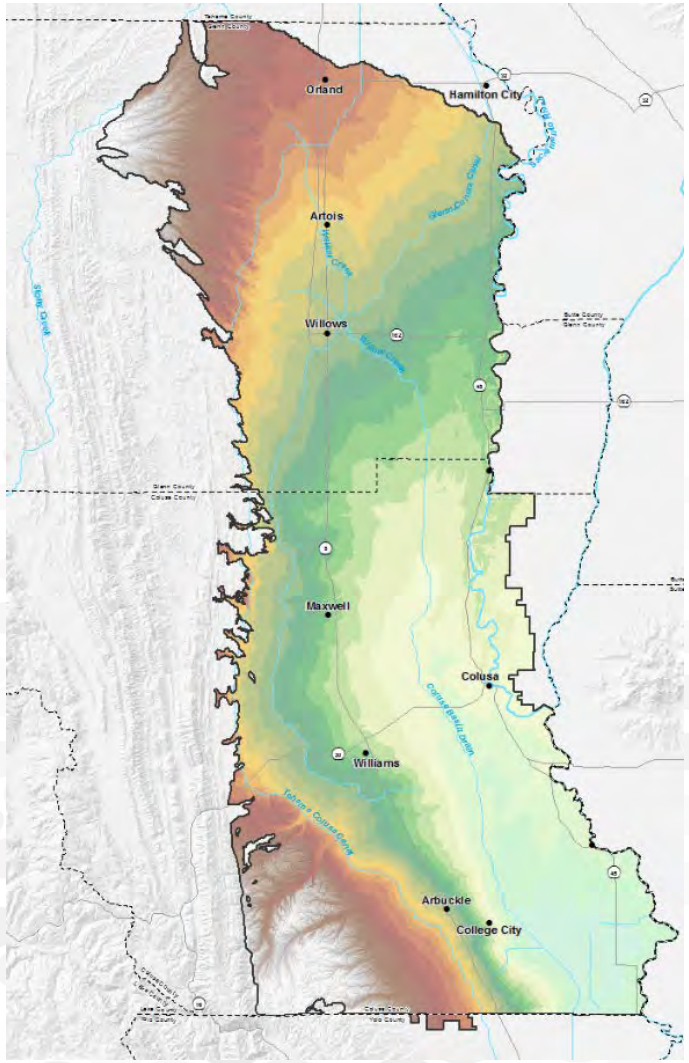
- Groundwater Elevations
- Estimate of Groundwater Storage
- Seawater Intrusion (not applicable)
- Groundwater Quality
- Land Subsidence
- Interconnected Surface Water
- Groundwater-Dependent Ecosystems



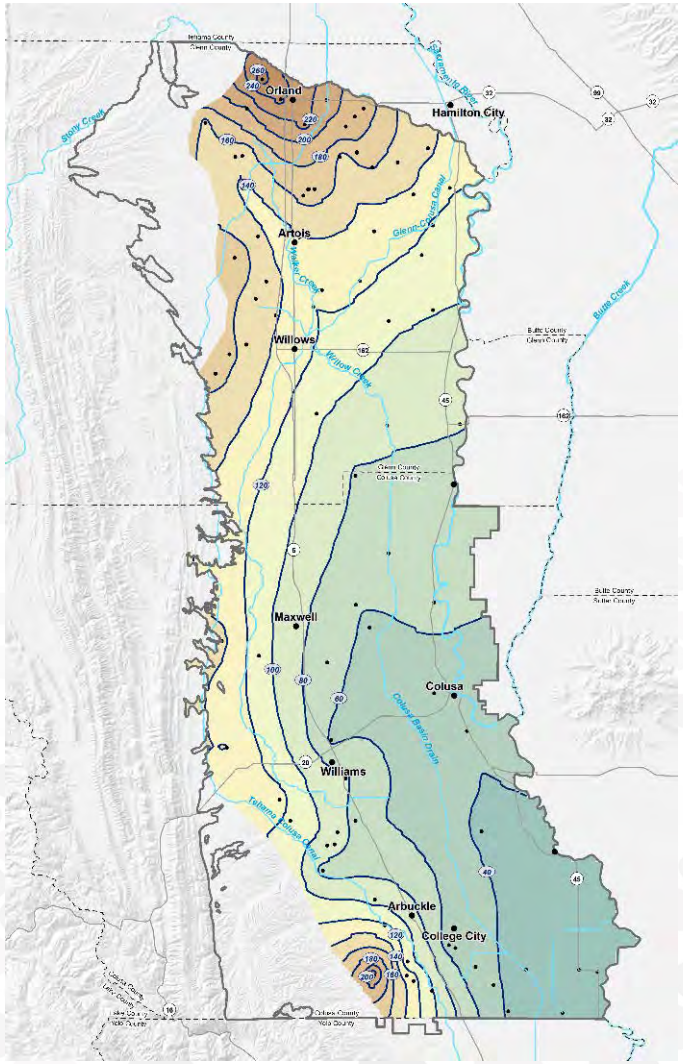
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Groundwater Flow Trends

Land Surface Elevation



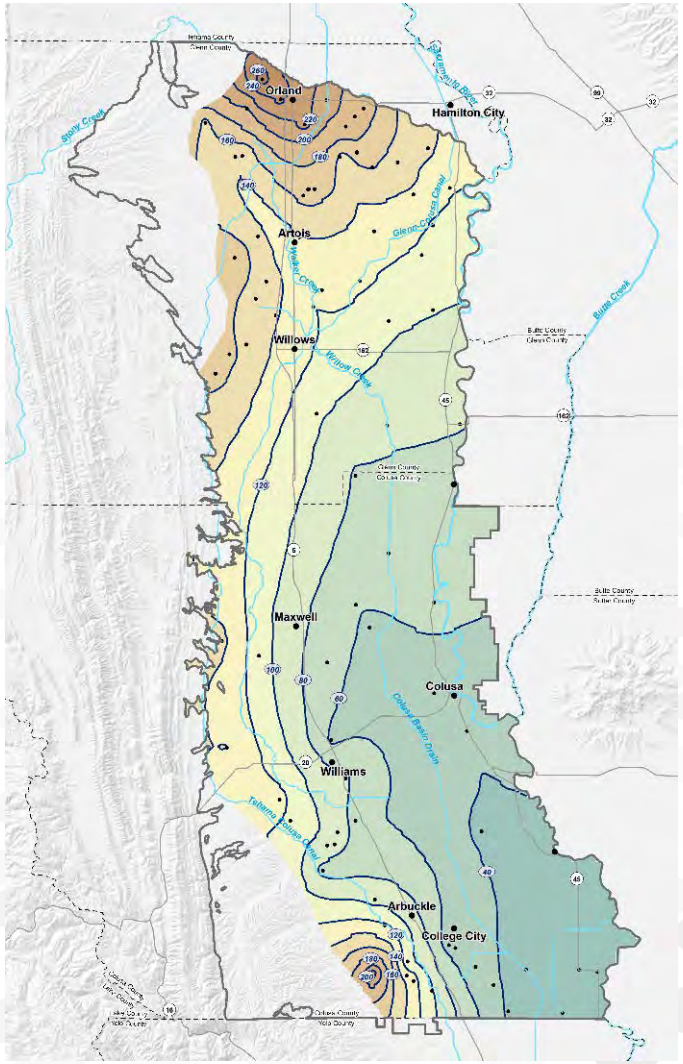
GWE Spring 2006



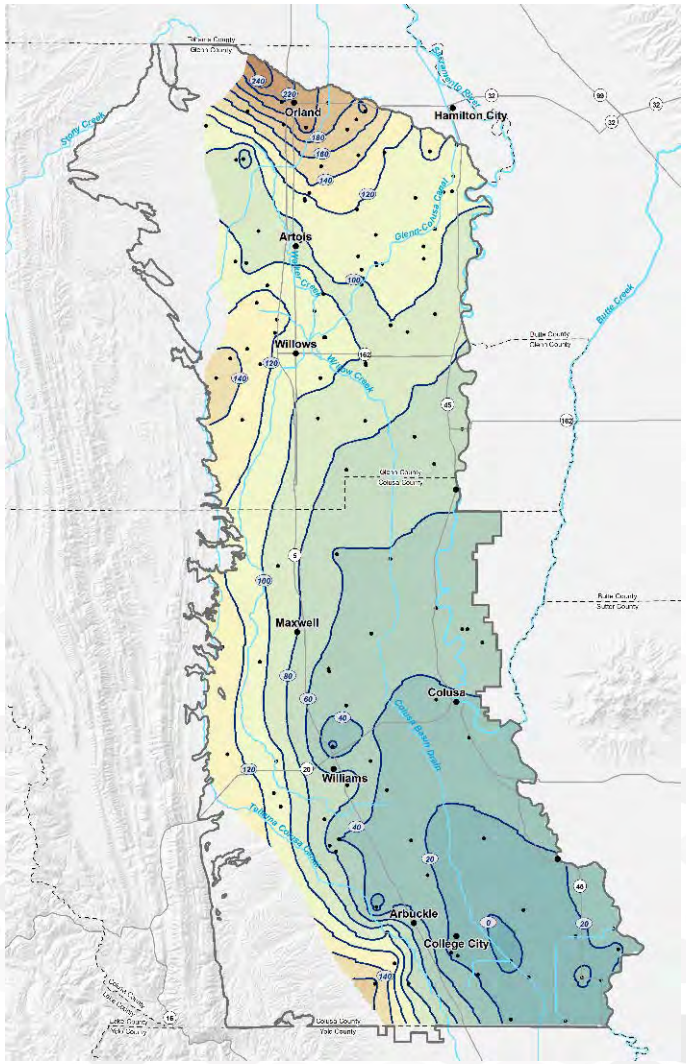
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Groundwater Elevation Change - 2006 to 2015

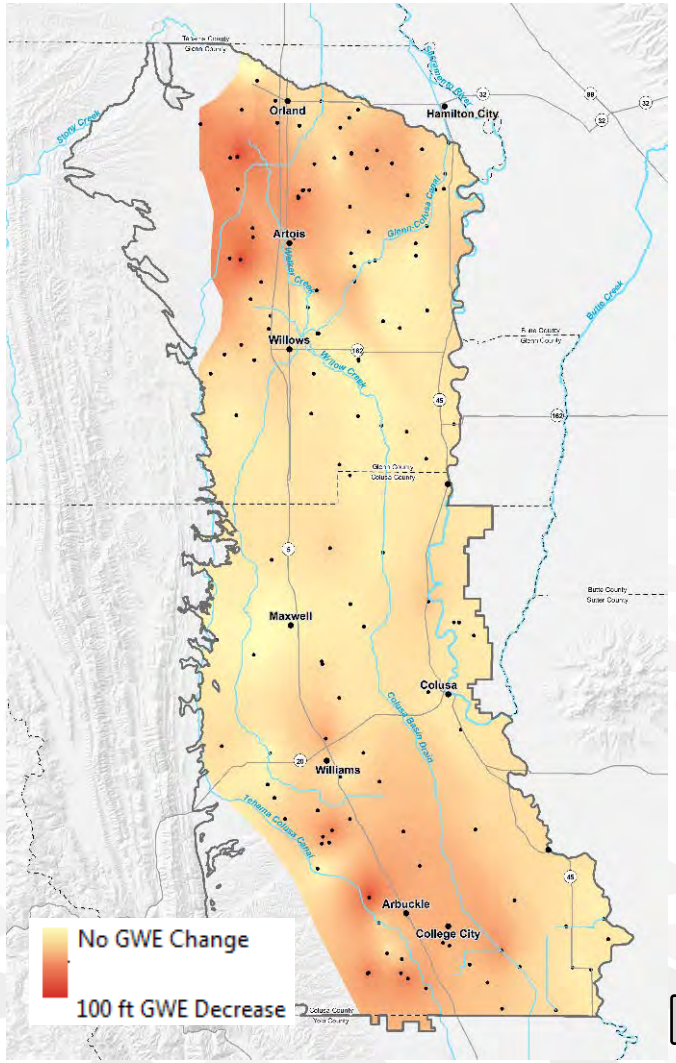
GWE Spring 2006



GWE Spring 2015

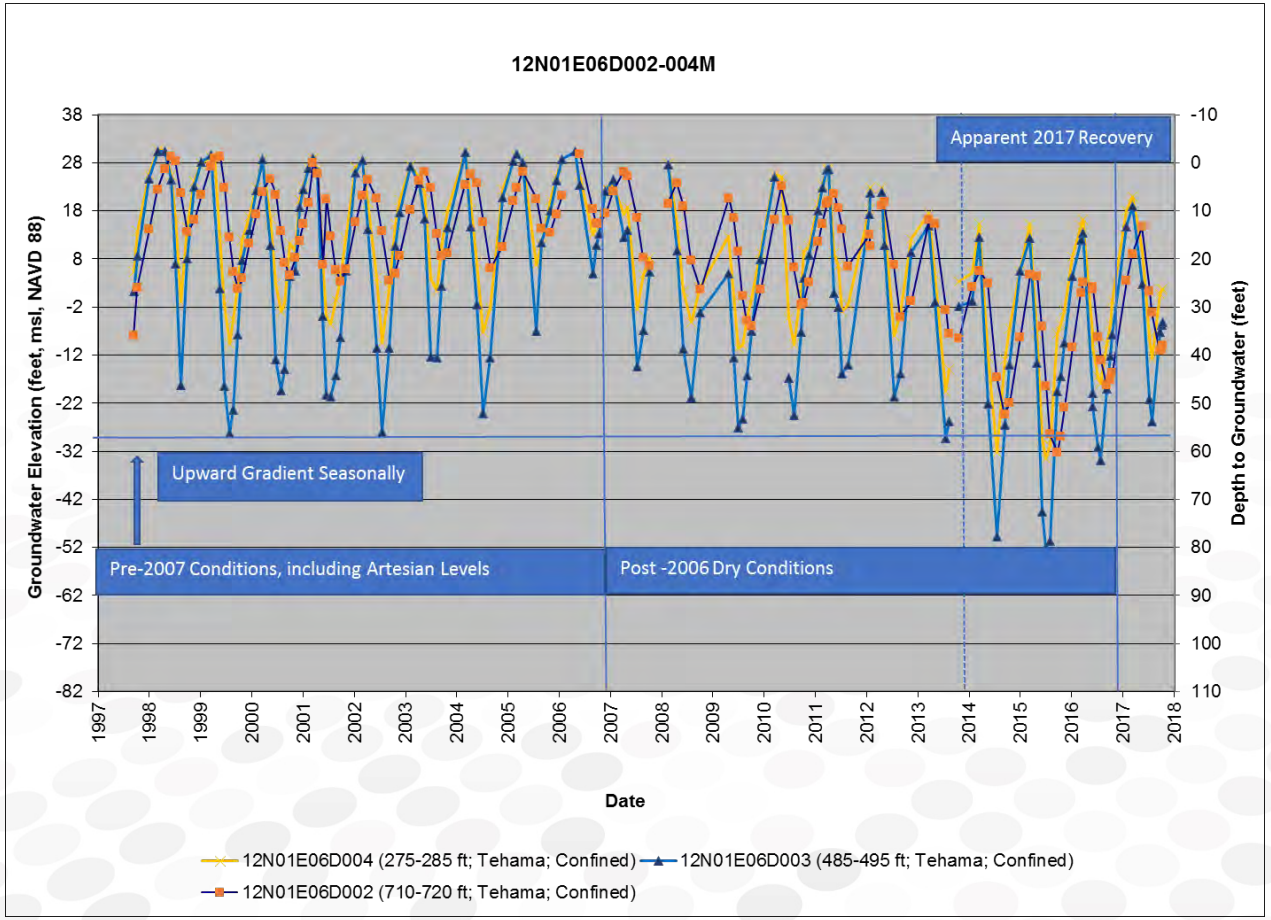


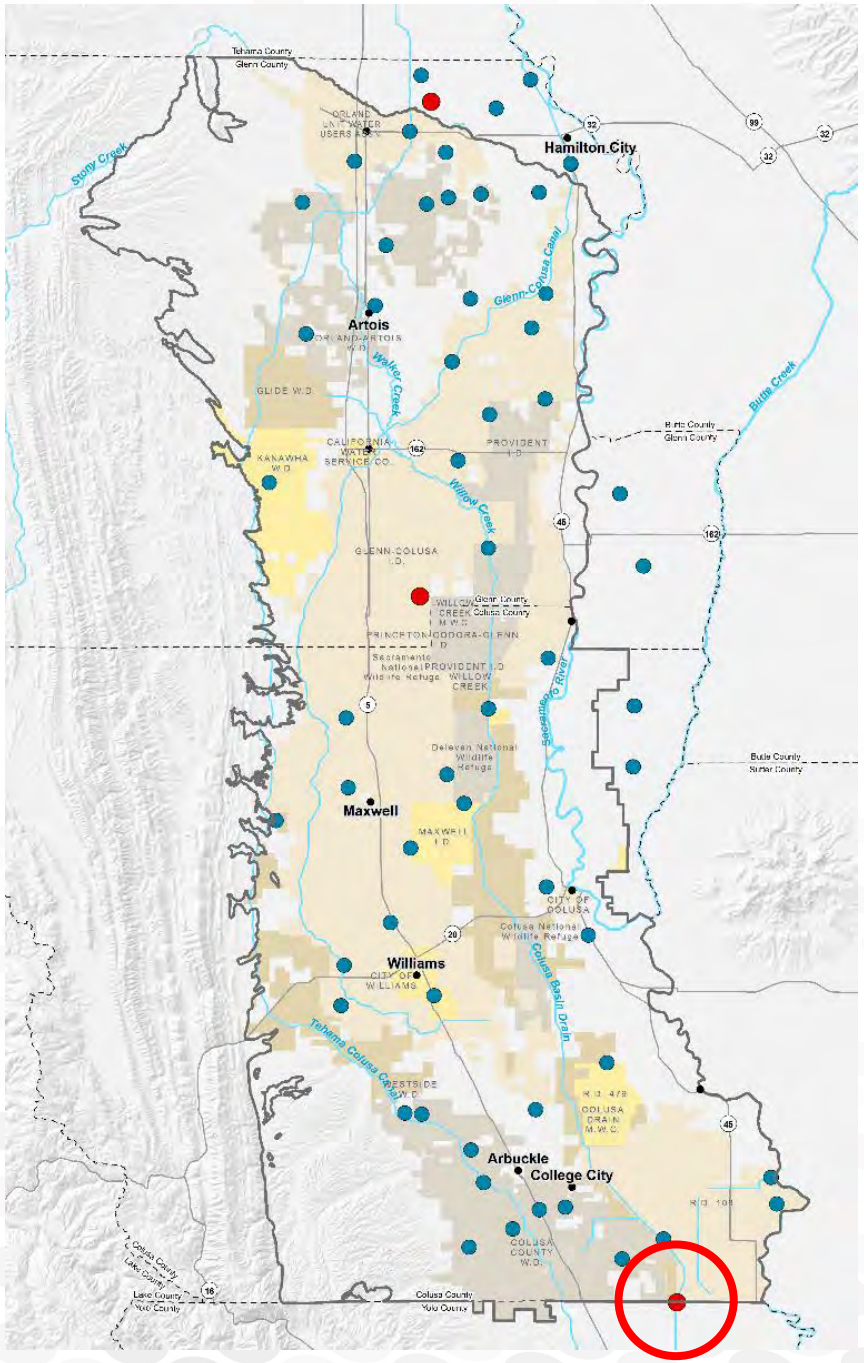
GWE Change



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

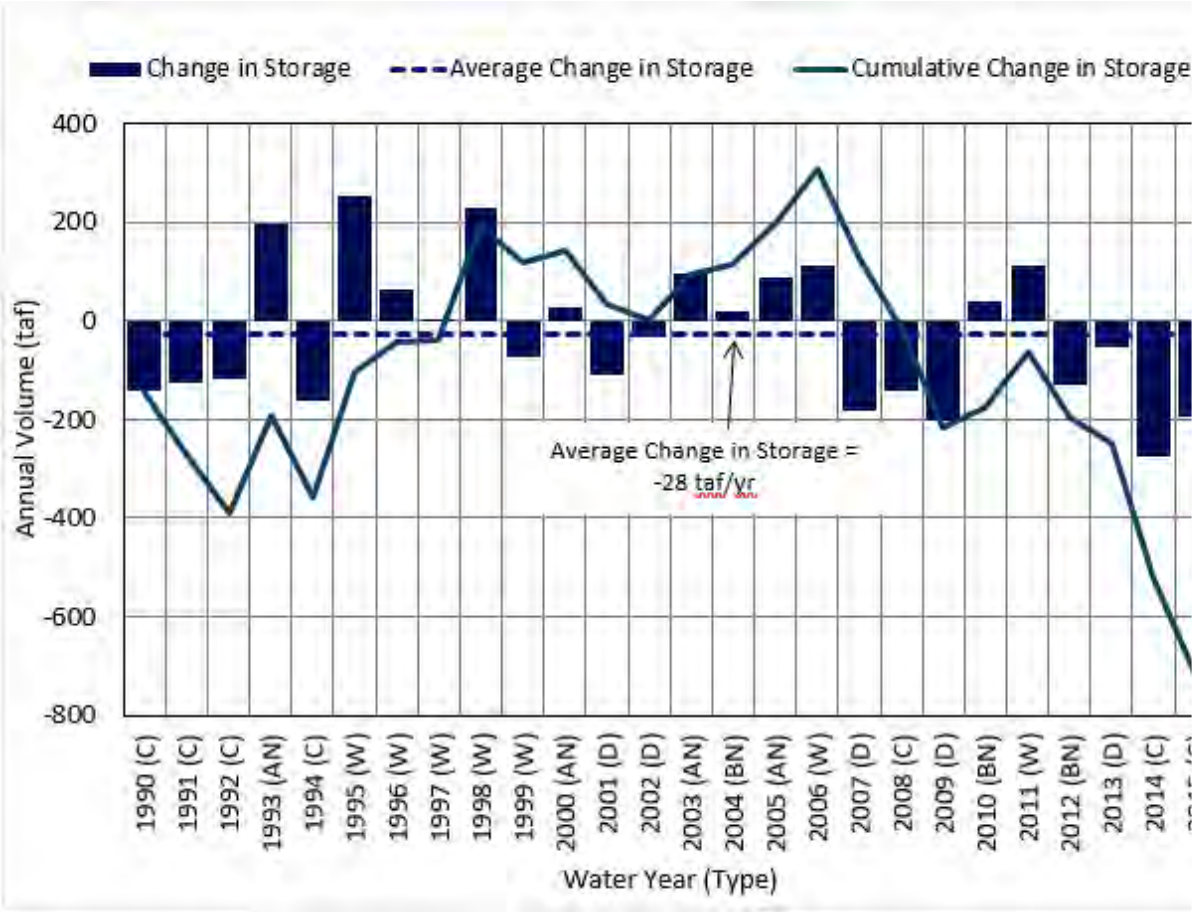
Hydrographs





Estimated Change in Groundwater Storage Water Years 1990-2015

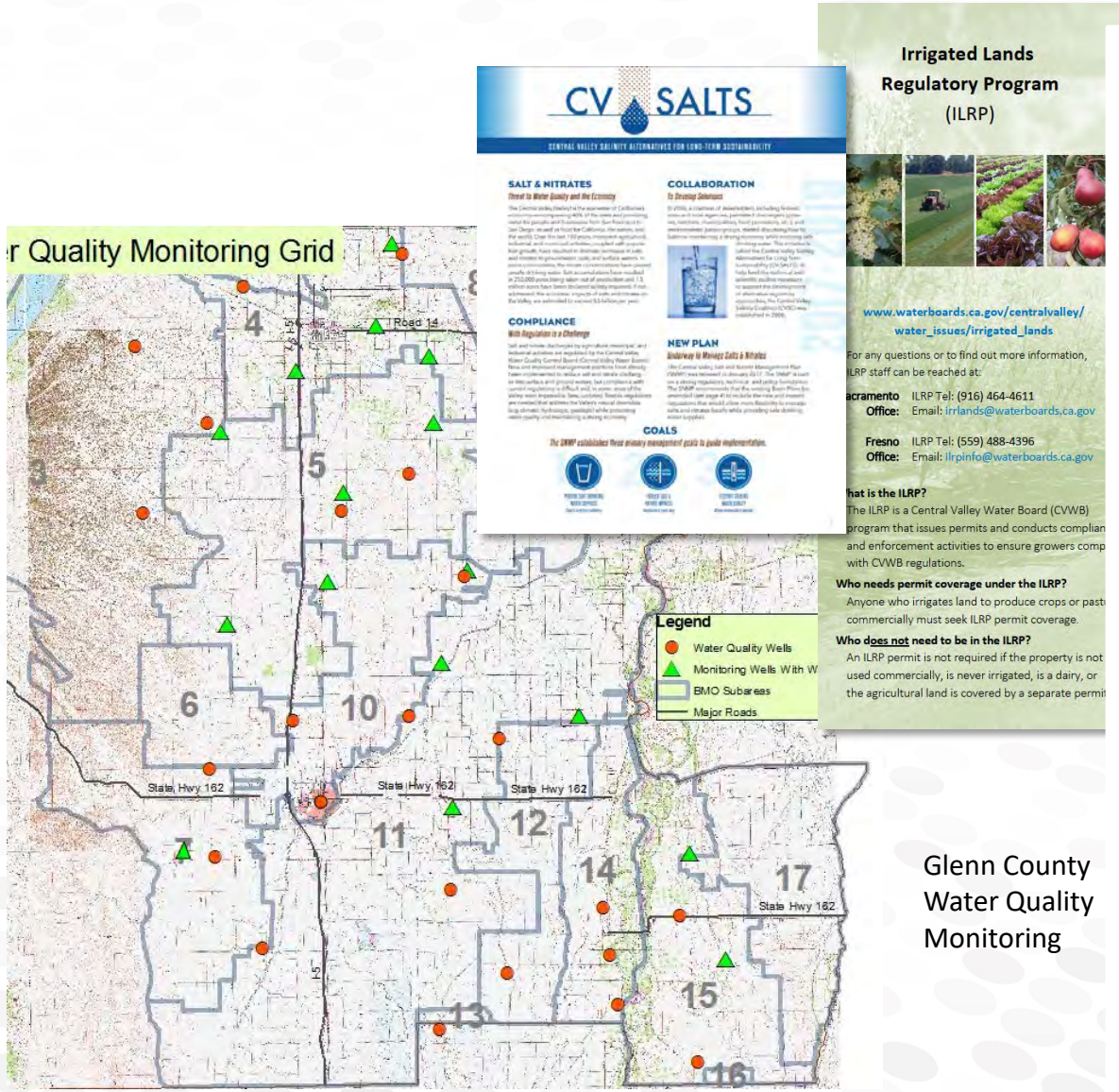
- Total storage range: 26 to 140 million acre-feet
- Wide range is due to wide range in storage properties of geologic materials
- Average change in storage was -28 thousand acre-feet per year
- Sacramento River discharge:
  - Approximately 7.1 million acre-feet per year
- Average annual change in storage:
  - 0.02 to 0.11 percent per year of estimated total storage
  - 0.4 percent of average annual Sacramento River discharge



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Groundwater Quality

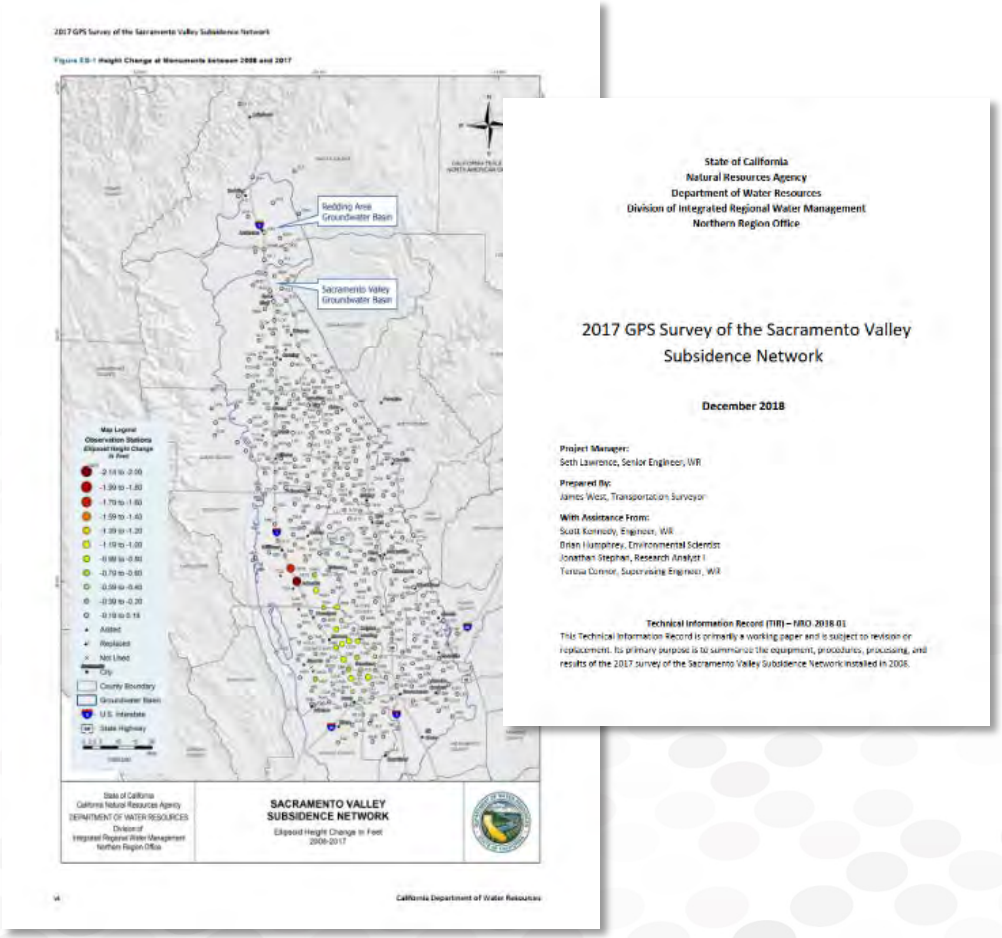
- Current groundwater quality is generally good with potential for some isolated issues
- Existing water quality monitoring programs are sufficient and not expected to change due to GSP implementation
- Additional water quality monitoring wells may be needed to supplement existing networks



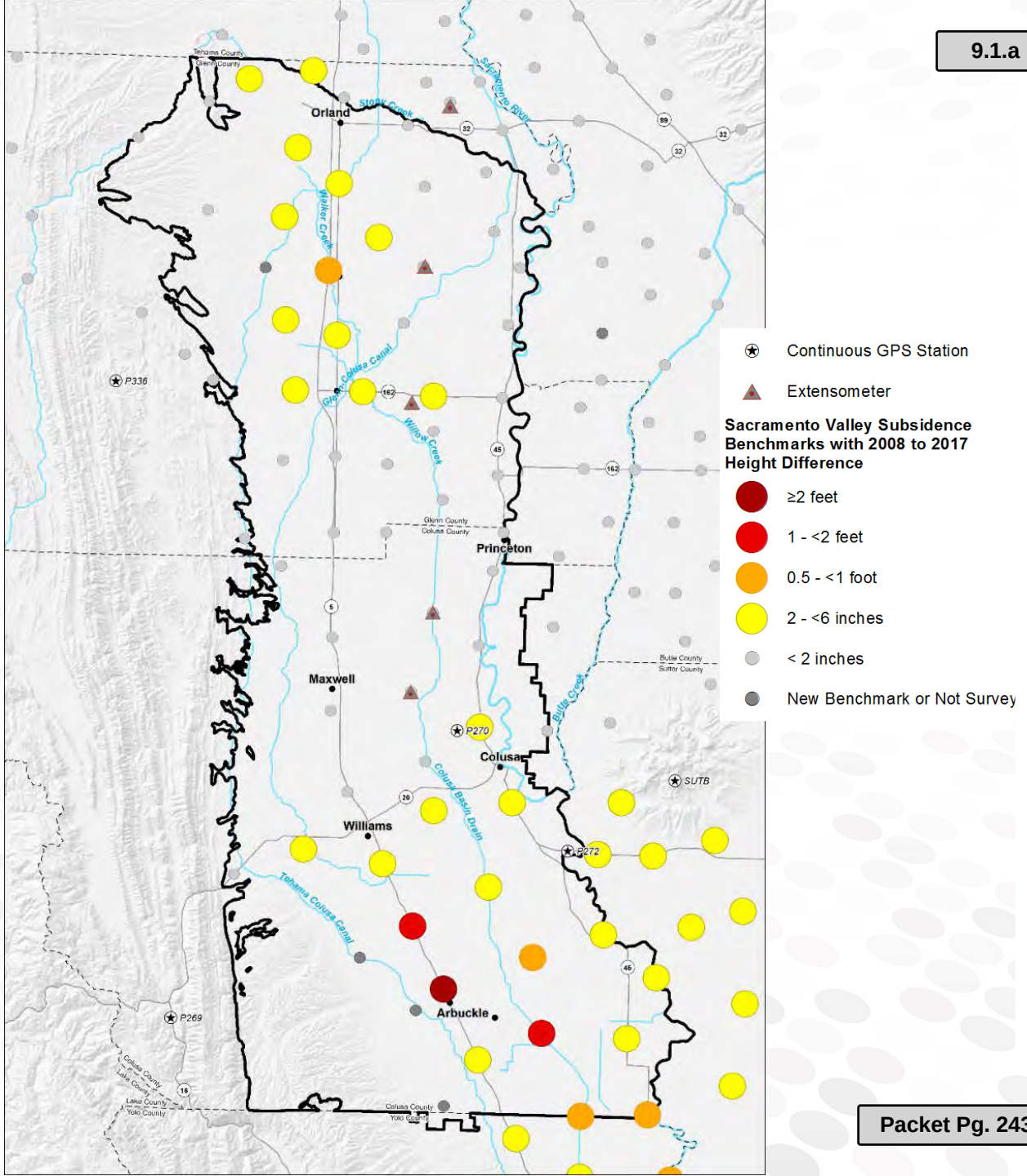
Glenn County Water Quality Monitoring

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Land Subsidence 2008-2017



2017 GPS Survey Sacramento Valley Subsidence Network
December 2018



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Stream – Aquifer Interactions

Gaining and Losing Streams





Reference: U.S. Geological Survey, 2021.

Modeled Net Stream Gain 1990-2015 by Water Year Type

Water Year Type	Number of Years Evaluated	Net Stream Gain, TAF		
		Colusa Basin Drain	Stony Creek	Sacramento River
Critical Dry	7	109	-38	91
Dry	5	109	-30	86
Below Normal	3	104	-31	57
Above Normal	4	121	-33	47
Wet	7	127	-28	26

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Groundwater Dependent Ecosystems (GDEs)

- Ecological communities or species that depend on groundwater emerging from aquifers or on groundwater occurring near the ground surface

- Must be identified in Basin Setting chapter of GSP

- Preliminary identification based on Natural Communities Commonly Associated with Groundwater (NCCAG) dataset from DWR/TNC

- Additional refinement included in Proposition 68 grant

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Questions & Answers

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Section 3.3
Water Budget Information

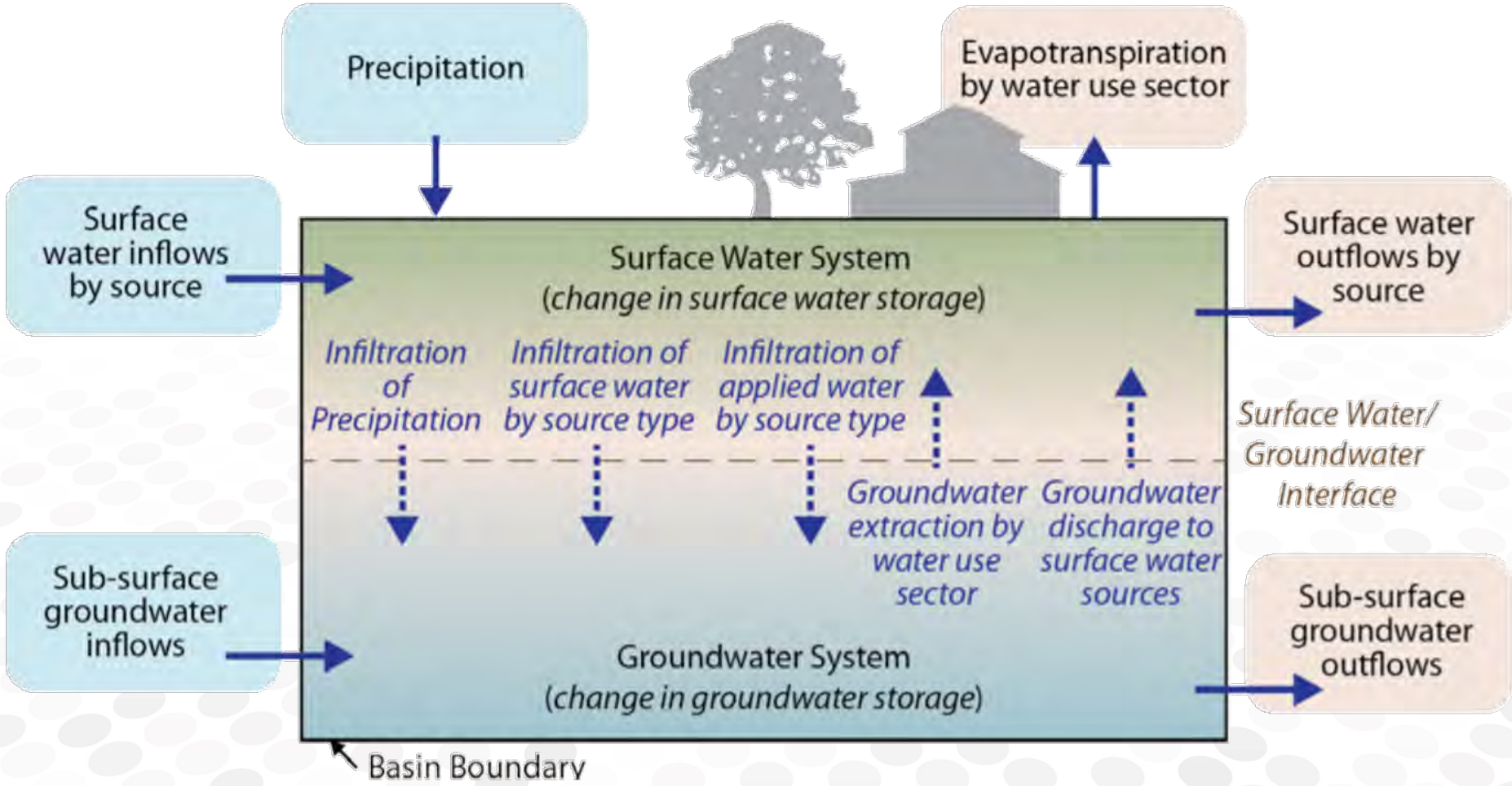
GSP Requirements per § 354.18

The water budget (for the basin) shall quantify the following, either through direct measurements or estimates based on data:

- Total surface water entering and leaving the basin
- Inflow to the groundwater system by water source type
- Outflows from the groundwater system by water sector
- Change in annual volume of groundwater in storage
- The water year type associated with the annual supply, demand, and change in storage

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Water Budget Basics



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

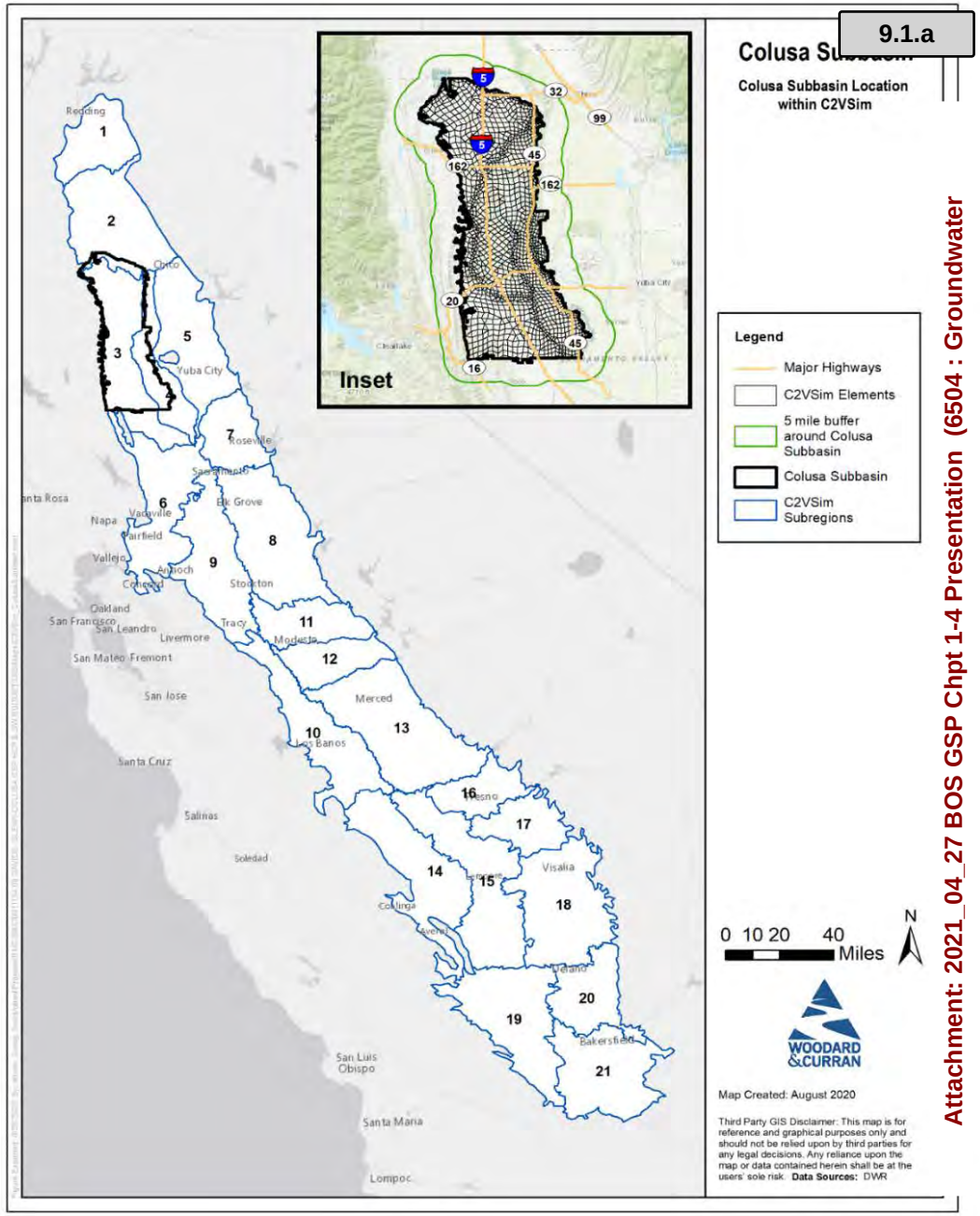
Water Budget Basics

- A water budget is like a checking account:
  - Deposits minus withdrawals = change in bank balance
  - Inflows minus outflows = change in water storage
- Declining groundwater storage over a long-term, representative period signals the basin is unsustainable
- Presentation focuses on change in groundwater storage

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

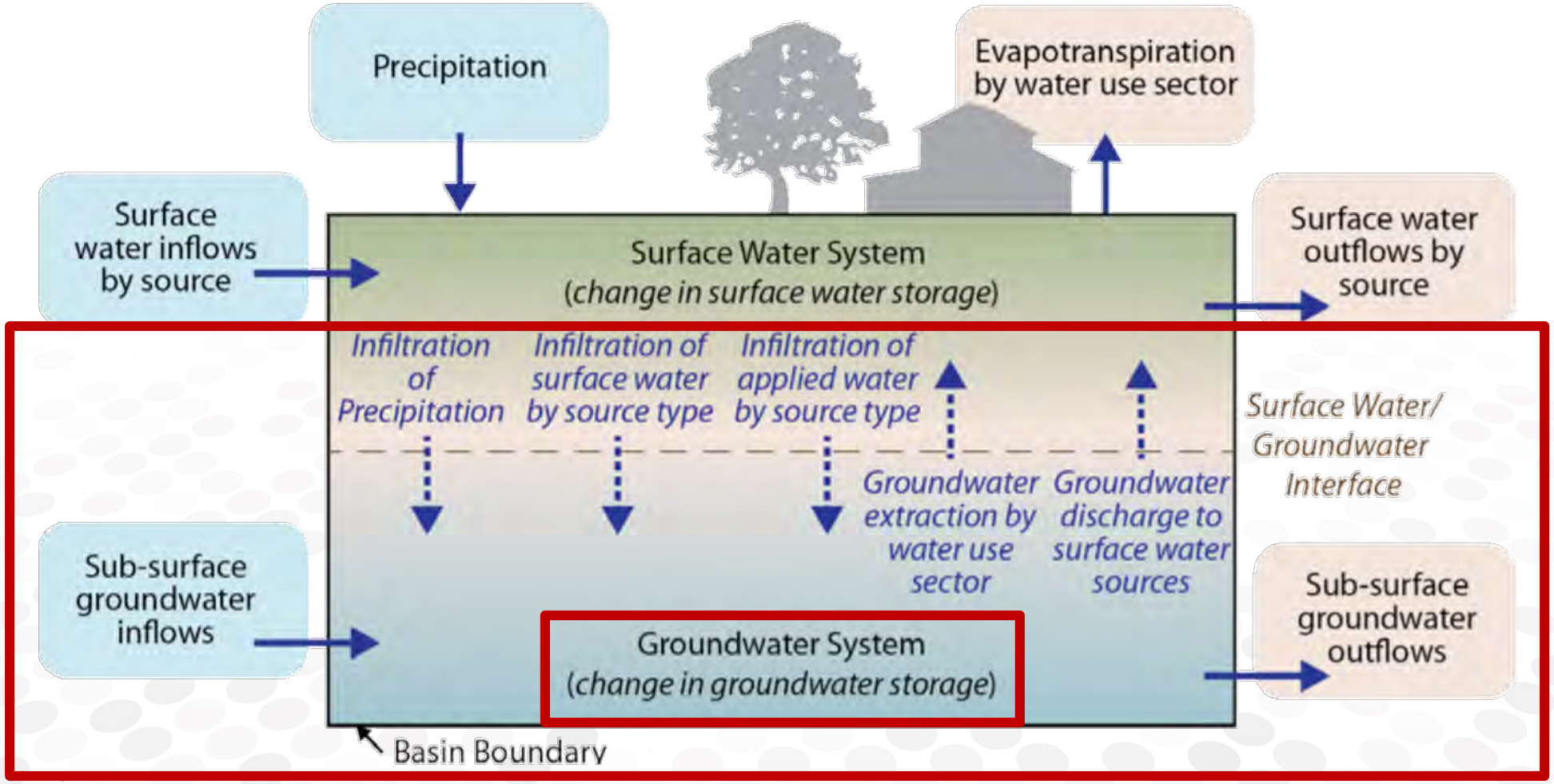
C2VSimFG-Colusa Model

- C2VSim = California Central Valley Groundwater-Surface Water Simulation Model
- C2VSimFG Beta2 model released May 2019, calibrated through 2015
- Numerical representation of a complex physical system
- Local refinements made to incorporate local data
  - Diversions
  - Land use
  - Crop ET
- Detailed in Appendix 3D: Model Development and Calibration



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Water Budget Results for Groundwater System



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Water Budget Time Perspectives and Periods per § 354.18 (summary of Table 3-9)

- **Historical:** Used to evaluate availability or reliability of past water supply deliveries and aquifer response to water supply and demand trends
  - Minimum ten years required; used 26 years from 1990 through 2015
- **Current:** Quantify current inflows and outflows for the basin using the using the most recent hydrology, water supply, water demand, and land use data
  - Used the end of the 1990 through 2015 historical period for land use and water supplies
  - Projected 50 years as a baseline assuming no projects or climate change
  - Used 1966 - 2015 hydrology to simulate 2016 - 2065
  - No climate change
- **Projected (or "Future") Conditions:** Used to estimate future baseline conditions of supply, demand and aquifer response to GSP implementation (projects and management actions)
  - Same 50-year period as for Current (1966 - 2015 hydrology to simulate 2016 - 2065)
  - Two climate change scenarios: Central Tendency 2030 and Central Tendency 2070
  - No projects have been simulated yet

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Water Budget Uncertainty

- Sources of Uncertainty
  - Error in measured and estimated water budget components
  - Assumptions used to project potential future conditions
  - Projections of climate change
- Water budgets highly uncertain at this point
- Integrated model and water budgets will be improved over time leading to more certain results
- Actual, observed groundwater conditions will drive basin management, not the model

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Water Budget Uncertainty

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Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Questions & Answers

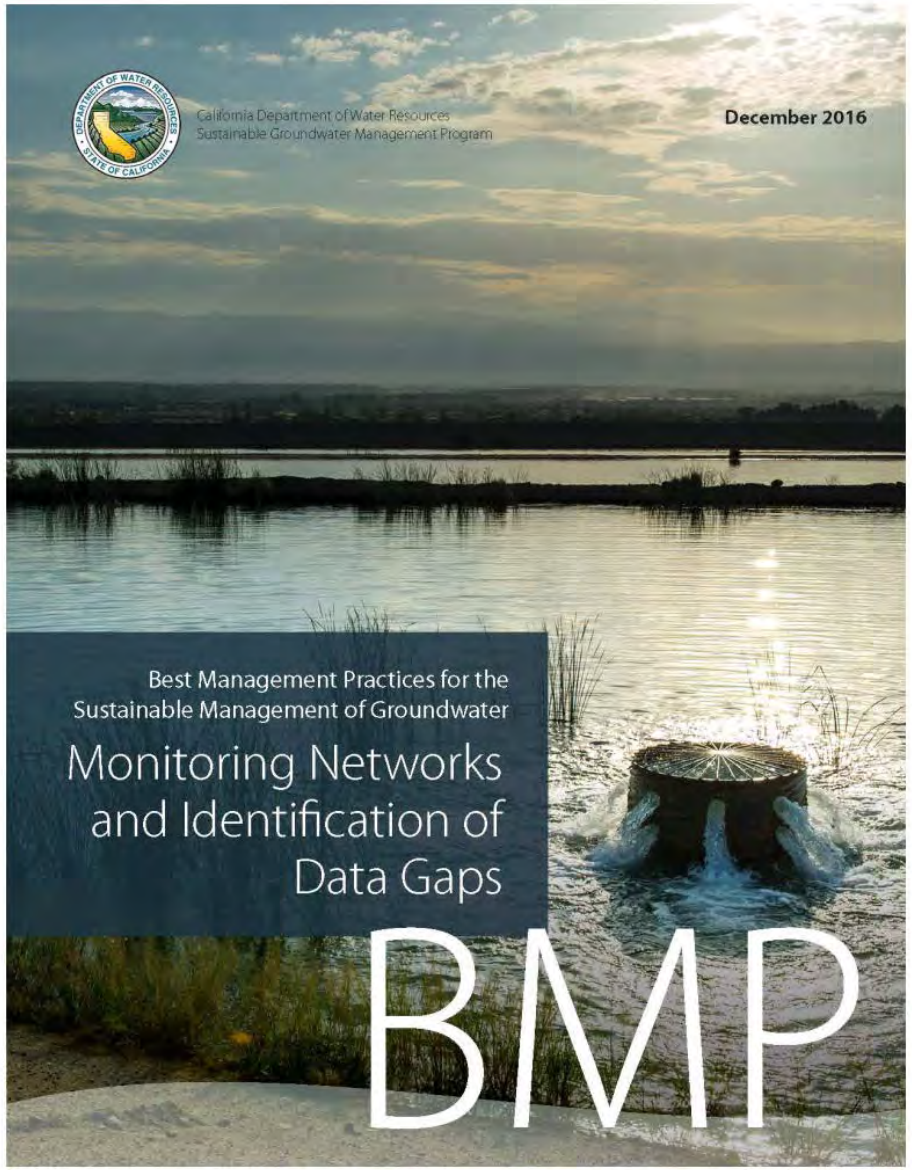
Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Item 5.d.
Chapter 4—Monitoring Networks

Chapter 4—Monitoring Networks

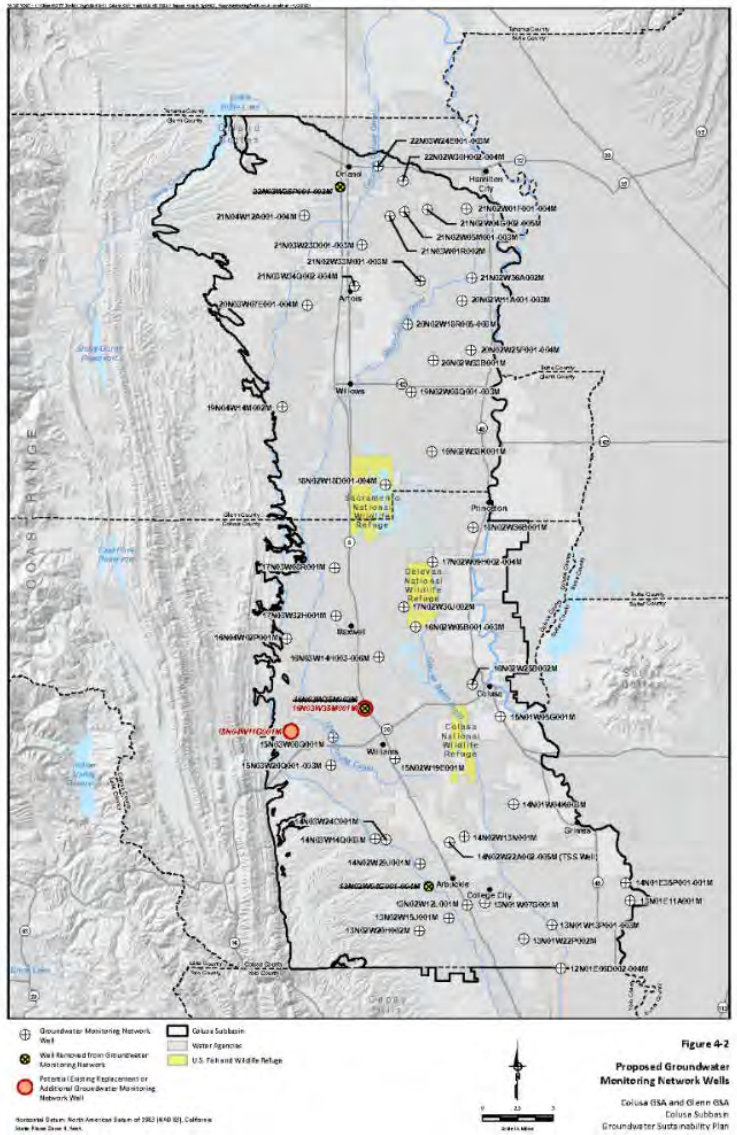
- Monitoring Objectives
- Monitoring Networks
  - Groundwater Level
  - Groundwater Quality
  - Land Subsidence
  - Surface Water
- Chapter Describes
  - Requirements
  - Protocols
  - Networks
  - Data gaps
  - Proposed Actions to Address Data Gaps



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Groundwater Level Monitoring Network

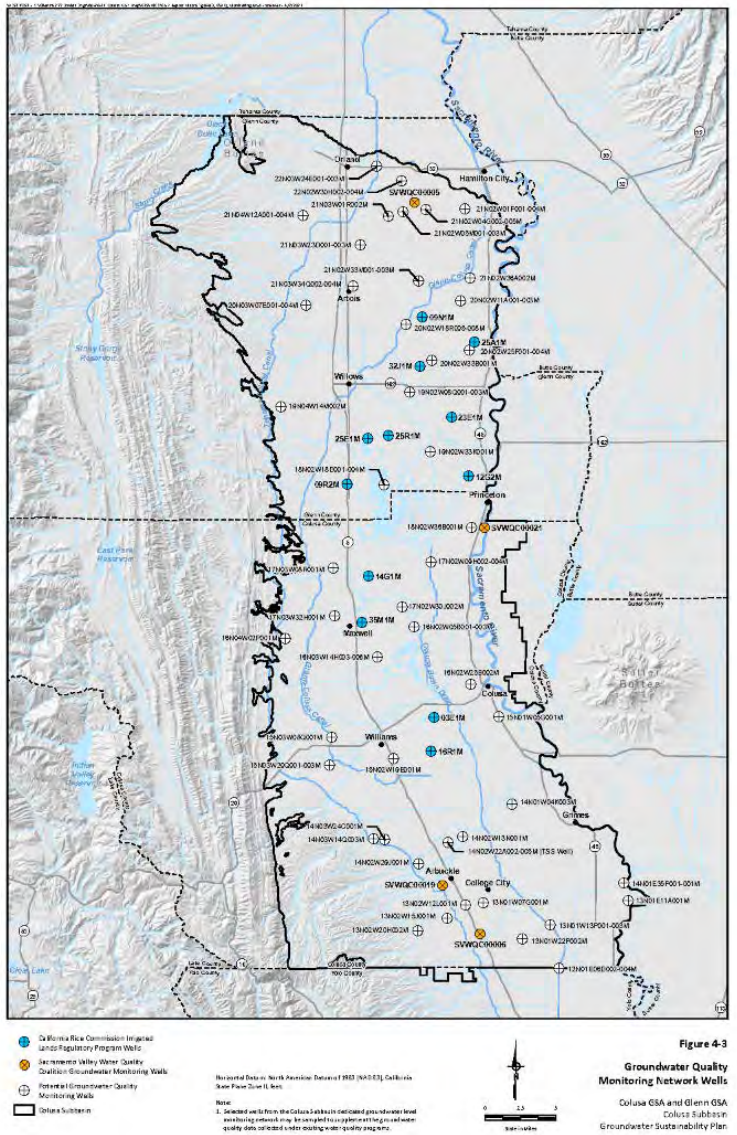
- Builds on the Counties' preexisting networks using wells
  - Colusa County groundwater monitoring network wells
  - Glenn County dedicated observation wells
- 106 completions in 48 wells
- Each well assessed per DWR'S BMP and 23 CCR §354.34
  - Known Construction Characteristics
  - Nested Multiple Completion Wells
  - Non-Dedicated Monitoring Wells
  - Proximity to Streams and Interconnected Surface Waters
  - Lateral and Vertical Density
  - Accessibility and Usability



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Groundwater Quality Monitoring Network

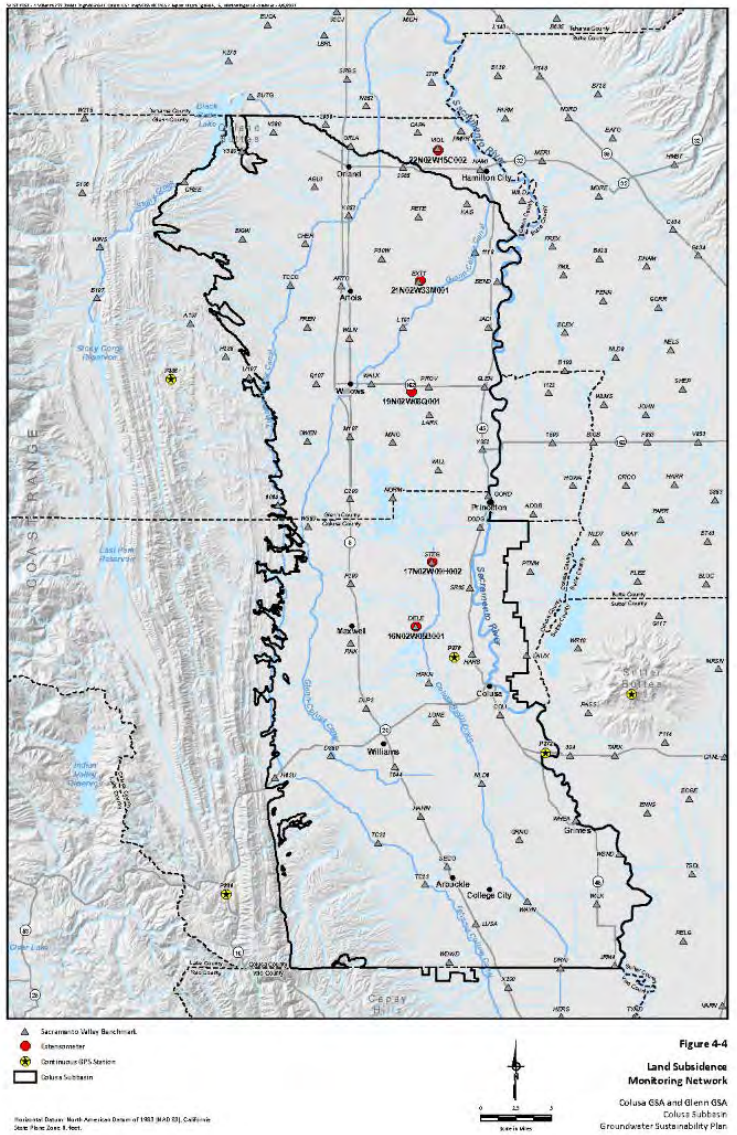
- Relies on existing monitoring programs
  - Sacramento Valley Water Quality Coalition Annual Groundwater Monitoring Program
  - California Rice Commission ILRP Wells
- Selected wells from the groundwater level monitoring network may be sampled to supplement existing water quality programs
- Additional wells may be constructed if needed to fill data gaps



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Land Subsidence Monitoring Network

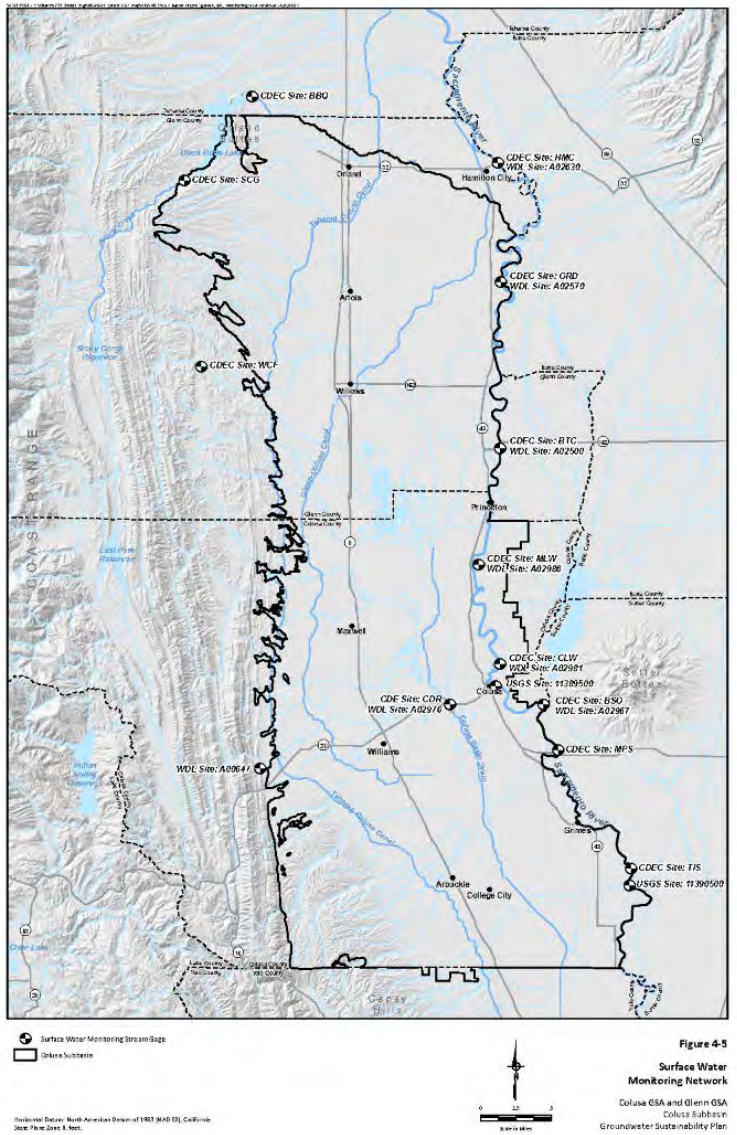
- Relies on existing monitoring
  - Sacramento Valley Subsidence Benchmark Network
  - DWR extensometers
  - Continuously recording GPS stations
  - InSAR studies
- Additional benchmarks may be added to fill data gaps



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Surface Water Flow Monitoring Network

- Relies on existing monitoring
  - DWR/CDEC
  - USBR
  - USGS
- 15 gages with hourly, daily or event measurements
  - 13 sites measure stage and discharge
  - 2 site measure stage only
- Additional gages may be added to fill data gaps



Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

Questions & Answers

Attachment: 2021_04_27 BOS GSP Chpt 1-4 Presentation (6504 : Groundwater

COUNTY OF COLUSA, CA **9.2**

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Sealed Proposals and Contract to Sell Water**

Consider sealed proposals and possible oral bids and approve contract(s) for the temporary sale and transfer of County's contract Central Valley Project water.

Detailed Description/Background of request

At the Board's March 30, 2021 meeting it adopted a resolution of intent for the temporary sale and transfer of a portion of the County's contract Central Valley Project water. To that end, the County provided the applicable public notice that it would receive sealed proposals meeting certain minimum requirements for consideration at its April 27, 2021 meeting.

This agenda item is for consideration of those proposals and the receipt if any of any oral bids which would be required to exceed any responsive sealed proposals by at least 5% and meet all other bidding requirements. Those requirements are as follows:

1. The water will only be sold and transferred to a California Water District and a "member unit" as that term is defined in the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with the United States Department of Interior, Bureau of Reclamation. Those Member Units are as follows:

    a. Colusa County Water District;
    b. Glenn Valley Water District;
    c. 4-M Water District;
    d. Cortina Water District;
    e. Holthouse Water District;
    f. La Grande Water District
    g. Myers-Marsh Mutual Water Company; and
    h. Westside Water District.

2. Only 1 lot of water will be sold totaling 46 acre-feet.

3. The transfer and sale will be contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocation from Reclamation stays at 5%. Should the allocation be increased or decreased, the County staff and the

buyer may negotiate different minimum terms, subject to the Board's final approval.

4. The minimum price to be paid to the County per acre-foot of water will be $275.00. The County will pay for the Reclamation costs and fees, estimated to range from $80 to $85 per acre-foot.

5. The sale will be made in accordance with the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI.

6. Water that is sold will be required to be conveyed through the Tehama-Colusa Canal.

7. All water sales shall be made through a written agreement approved by the Board.

The form of the required written agreement is attached to this agenda item.

Following consideration of any sealed proposals and any qualifying oral bids, the Board may reject all bids or approve a contract for the temporary sale or transfer of water in one lot of 46 acre-feet. All sales and transfers are subject to approval by the United States Department of the Interior, Bureau of Reclamation.

Prior Board Action

On March 30, 2021 the Board adopted resolution 21-013, noticing its intent for the temporary sale and transfer of a portion of the County's contract Central Valley Project Water.

Fiscal Impact/Funding Source

Potential revenue from water sales of $12,650 (gross).

Action for the Clerk

Obtain any necessary signatures and provide executed copies of contract to parties as applicable.

ATTACHMENTS:

- DRAFT CVW Transfer and Sales Contract (DOCX)
- Resolution Declaring Sale/Transfer County's Central Valley Project Water (PDF)
- Published Public Hearing Notice (PDF)

COUNTY OF COLUSA
SHORT-TERM WATER TRANSFER
SALE AND PURCHASE AGREEMENT

This Short-Term Water Transfer Sale and Purchase Agreement ("Agreement)" is made this ____ day of _____, 2021 by and between (1) the County of Colusa (County), a political subdivision of the State of California and (2) _____ (Buyer), a _____.

RECITALS

A. County has contractual rights to divert federal Central Valley Project ("CVP") water from the Sacramento River pursuant to its water service Contract No. 14-06-200-8310A-LRRI with the United States Bureau of Reclamation ("USBR").

B. Buyer desires to purchase a temporary supply of water from County in 2021.

C. County is willing to sell and transfer to Buyer up to 46 acre-feet (af) of Central Valley Project water.

AGREEMENT

Now, therefore, County and Buyer mutually agree as follows:

1. Amount of Water. County agrees to sell and transfer to Buyer, and Buyer agrees to purchase from County, 46 af of CVP Project water during 2021 (hereinafter "Transfer Water").

2. Delivery Point. The point of delivery of the Transfer Water shall be the Red Bluff Pumping Plant on the Sacramento River.

3. Delivery Schedule. Delivery of Transfer Water under this Agreement shall take place between July 1, 2021 and October 31, 2021.

4. Payment Terms. Buyer shall pay County $_____ for each af and a total of $_____for the 46 af purchased within 30 days after Buyer takes delivery of water under this Agreement.

5. Changes to Contract Allocations. The transfer and sale of the County's Project Water is contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocations from USBR stays at five percent (5%). Should the allocation be increased or decreased, the County and Buyer may negotiate different minimum terms than those terms described in this Agreement, subject to the Board's final approval.

Attachment: DRAFT CVW Transfer and Sales Contract [Revision 1] (6523 : Receive Bids to Sell Water)

6. Post-Delivery Costs. Buyer shall bear all conveyance losses and all costs of conveyance and use of Transfer Water once Transfer Water is delivered to the Red Bluff Pumping Plant.

7. Condition Precedent. The obligations of the parties under this Agreement shall be conditioned on approval of the transfer by USBR.

8. Regulatory Approvals. County and Buyer agree to cooperate in good faith to secure any required approvals from USBR or other local, state and federal agencies, if any, having regulatory jurisdiction or operational responsibility over water or water conveyance facilities. Buyer will bear all costs and expenses in connection with all efforts to obtain approvals relating to the water transfer by local, state or federal agencies.

9. Environmental Review. County and Buyer recognize that there may be a need for compliance with environmental laws before the water transfer contemplated in this Agreement can be implemented. County and Buyer agree to work together cooperatively and in good faith to complete all required environmental review related to the transfer to the extent needed.

10. Authorizations. All individuals executing this Agreement on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the Agreement on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

11. Notices and Contacts. All notices and contacts relating to this Agreement shall be given as follows:

To: Wendy Tyler, County Administrative Officer
County of Colusa
547 Market Street, Room 102
Colusa, CA 95932

With copy to: Greg Plucker, Community Development Director
County of Colusa
220 12th Street
Colusa, CA 95932

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Attachment: DRAFT CVW Transfer and Sales Contract [Revision 1] (6523 : Receive Bids to Sell Water)

To: _____
_____
_____
_____

With copy to: _____
_____
_____
_____

12. Governing Law. This Agreement will be governed by the laws of the State of California.

13. Successors and Assigns. The terms and provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

14. Entire Agreement; Amendments. This instrument constitutes the entire agreement of the parties regarding the subject matter of this Agreement. Amendments to this Agreement shall be effective only if in writing executed by both parties.

15. Assignments. Neither party may assign any part of this Agreement without the prior written consent of the other party.

16. Counterparts; Facsimile Execution. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except for having an additional signature page executed by any other party. Each party agrees that each other party may rely upon the facsimile signature of any party to this Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement as fully as if this Agreement contained the original ink signature of the party supplying a facsimile signature.

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Attachment: DRAFT CVW Transfer and Sales Contract [Revision 1] (6523 : Receive Bids to Sell Water)

IN WITNESS WHEREOF, the parties execute this agreement as follows:

COUNTY OF COLUSA	_____
_____	_____
By: Gary Evans, Chair Colusa Board of Supervisors	By: _____, _____
Date: _____	Date: _____
ATTEST:	ATTEST:
By: _____ Clerk to the Board of Supervisors	By: _____ _____

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

Attachment: DRAFT CVW Transfer and Sales Contract [Revision 1] (6523 : Receive Bids to Sell Water)

RESOLUTION NO. 21-013

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING THE INTENT FOR THE TEMPORARY SALE AND TRANSFER OF A PORTION OF THE COUNTY'S CONTRACT CENTRAL VALLEY PROJECT WATER

WHEREAS, In 2005 the County entered into a long-term renewal contract with the United States Department of the Interior, Bureau of Reclamation (Reclamation) for water from the Central Valley Water Project (Contract);

WHEREAS, under the terms of the Contract the County has contract rights to 914 acre-feet of water from the Central Valley Water Project (Project Water);

WHEREAS, Reclamation has reduced the agricultural water service contractors north-of-Delta to five (5) percent (%) of their contract supply resulting in the County's allocation of Project Water to 46 acre feet for the 2021 Contract water year;

WHEREAS, the County is required to make "reasonable and beneficial use" of water furnished under the Contract;

WHEREAS, the County's right to receive Project Water may be sold, transferred, or exchanged to others, for reasonable and beneficial uses, under certain conditions; and

WHEREAS, the County wants to make reasonable and beneficial use of its Project Water allocation through the temporary sale and transfer of one (1) limited lot of its Project Water, under specific terms and conditions, conveyed through the Tehama-Colusa canal, to one separate water district who qualifies as a "Member Unit" in the County's "Service Area" as defined in the Contract.

NOW THEREFORE, BE IT RESOLVED that the County intends to sell one (1) lot of 46 acre-feet of its Project Water allocation under the 2021 Contract water year, under the following minimum terms and conditions:

1. The County's Project Water will only be sold and transferred to a California Water District and a "member unit" as that term is defined in the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with the United States Department of Interior, Bureau of Reclamation.

2. Only one (1) lot of the County's Project Water allocation will be sold for forty-six (46) acre-feet.

3. The transfer and sale of the County's Project Water will be contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocations from Reclamation stays at five percent (5%). Should the allocation be increased or decreased, the County and any party it contracts with for the sale of Project Water, may negotiate different minimum terms than those terms described in this Resolution, subject to the Board's final approval.

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Attachment: Resolution Declaring Sale/Transfer County's Central Valley Project Water (6523 : Receive Bids to Sell Water)

4. The minimum price to be paid to the County per acre-foot of water shall be two-hundred and seventy-five dollars ($275.00) with all Reclamation costs and fees paid by the County.

5. Any sale and water transfer shall be made in accordance with the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with Reclamation which provides for the transfer of water within the same geographical area under Reclamation's previously prepared environmental documentation analyzing such transfers.

6. Any water transfer made in accordance with the Resolution of Intent shall be conveyed through the Tehama-Colusa Canal.

7. All water sales and transfers made pursuant to this Resolution shall be made through a written agreement approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Board will open sealed proposals for the purchase of Project Water under this resolution at a scheduled regular meeting of the Board on April 27, 2021. In addition to the received proposals, the Board will consider any oral bids from responsible bidders who can provide a written declaration under penalty of perjury that they comply with the County's Project Water sale terms and conditions mandated in this declaration and would immediately, following the hearing, execute an agreement with the County for the temporary purchase and transfer of County Project Water.

PASSED AND ADOPTED this 30th day of March, 2021 by the following vote:

AYES: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, J. Merced Corona and Gary J. Evans.

NOES: None.

ABSENT: None.

Gary Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Marcos Kropf, County Counsel

Attachment: Resolution Declaring Sale/Transfer County's Central Valley Project Water (6523 : Receive Bids to Sell Water)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF ADOPTION BY THE COLUSA COUNTY BOARD OF SUPERVISORS OF A RESOLUTION OF INTENT TO TEMPORARILY SELL AND TRANSFER CENTRAL VALLEY WATER PROJECT RIGHTS FOR THE 2021 CONTRACT WATER YEAR

NOTICE IS HEREBY GIVEN THAT on March 30, 2021, the Board of Supervisors adopted Resolution No. 21-013 declaring its intent to temporarily sell and transfer a portion of the County's contract Central Valley Project water. Sealed proposals for the purchase of the water referenced in the Resolution under the required minimum terms stated in the Resolution will be opened by the Board for consideration at is regularly scheduled meeting on April 27, 2021 in the Board's Chamber at 546 Jay Street, Suite 108, Colusa California. Sealed proposals may be delivered to the Clerk of the Board, by mail or in person at 547 Market Street, Ste. 102, Colusa, CA, up to the close of business on April 23, 2021. Proposals that do not demonstrate on their face sufficient information showing compliance with the minimum terms of sale required by the Resolution will be rejected as non-responsive. Additionally, the Board will accept oral bids at the meeting from responsible bidders meeting all the minimum requirements mandated by the Resolution.

A copy of the Resolution with its requirements is posted at:

Colusa County Historical Courthouse, 547 Market Street, Colusa, CA 95932

City of Colusa, 425 Webster Street, Colusa, CA, 95932

City of Williams, 810 E Street, Williams CA, 95987

The Resolution and supporting documentation may be obtained by email from the Clerk of the Board at: boardclerk@countyofcolusa.com, or by calling 530-458-0508 and requesting a printed copy be mailed to you or to schedule a pickup time.

Dated: March 30, 2021

/s/ Patricia Rodriguez, Deputy

04/01, 04/08, 04/15/2021 - WPR #2021-0455

COUNTY OF COLUSA, CA **12.1**

Request For County Board of Supervisors Action

MEETING DATE:	**April 27, 2021**
DEPARTMENT:	**County Counsel**
FROM:	**Ann Nordyke**
SUBJECT:	**Closed Session - Public Employment: Behavioral Health Director**

Public Employment
California Government Code 54957 (b)(1) Behavioral Health Director

Detailed Description/Background of request
None

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk
None

COUNTY OF COLUSA, CA

12.2

Request For County Board of Supervisors Action

MEETING DATE: **April 27, 2021**

DEPARTMENT: **County Counsel**

FROM: **Ann Nordyke**

SUBJECT: **Closed Session - Public Employment: County Counsel**

Public Employment
California Government Code 54957 (b)(1) County Counsel

Detailed Description/Background of request
None

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk
None