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

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

Agenda

April 26, 2022

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

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

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

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

9:00 a.m. CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of April 12, 2022 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 5.

1. BOARD OF SUPERVISORS
Approve the April 12, 2022 Board of Supervisors Regular meeting Minutes.

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

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

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

5. HEALTH AND HUMAN SERVICES
Approve the Agreement with **California Department of Public Health** to strengthen the capacity of local public health departments to mitigate the spread of COVID-19 and other infections.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

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

HUMAN RESOURCES/BEHAVIORAL HEALTH

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

HUMAN RESOURCES

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

IV. AUDITOR

1. Approve Special Claims.

V. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT

1. Adopt a Resolution authorizing recordation of Parcel Map #19-1-1 for Larjer, Inc. and authorize the Surveyor to record the private road maintenance agreement concurrently with Parcel Map #19-1-1.

VI. PROBATION

1. Adopt a Resolution authorizing the Chief Probation Officer or County Administrative Officer to Apply for, Execute, and Accept the Youth

Programs and Facilities Grant From the Board of State and Community Corrections (BSCC).

VII. COUNTY COUNSEL/SHERIFF'S DEPARTMENT

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

VIII. COUNTY ADMINISTRATIVE OFFICE

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

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XI. CLOSED SESSION

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

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

ADJOURN

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: **April 26, 2022**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

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

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

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting on April 12, 2022 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- Minutes 04-12-22 (PDF)

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

Minutes

April 12, 2022

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 12th day of April 2022 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, Gary J. Evans and J. Merced Corona.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. White announces the Colusa County Friends of the Library Wine Tasting event will be held on Saturday, May 7, 2022 and thanks the Board for their continued support.

Mr. Hulbert states he has been on many calls the past three months concerning the effects of the drought on our local economy and he expected to see an item on the agenda that addresses this issue. Ms. Tyler states there were drought/water items on the agenda two weeks ago and there are two items on today's agenda and the Board will continue to have more discussions as information is forthcoming.

Mr. Hulbert states he hand-delivered a letter to the Supervisors last week and has not heard a response from anyone and requests the item be put on the Agenda for discussion. Mr. Stout states it is a Brown Act violation for Supervisors to discuss this item outside of a meeting.

REPORT OUT OF MARCH 29, 2022 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter. Counsel states direction was given to staff.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): Two matters. Counsel states direction was given to staff.

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

3. Meet in Closed Session - Conference with Real Property Negotiators per California Government Code Section 54956.8. Property: 620 Webster St., Colusa, California. Property Owner: Ronald and Sandra Rector. Negotiators: County Administrative Officer and County Counsel. Under Negotiation: Potential Purchase and Related Items. Counsel states direction was given to staff.

REPORT OUT OF MARCH 30, 2022 CLOSED SESSION

1. Public Employment. California Government Code 54957 (b)(1) Interviews for Behavioral Health Director. Counsel states the Board of Supervisors voted unanimously to make an offer to the most qualified candidate.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

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

I. STAFF REPORTS

Ms. Church announces the following individuals received Kudo cards for the months of February and March:

FEBRUARY

EMPLOYEE	DEPT
Liz Solorio	Sheriff-Jail
Irma Cull	Sheriff-Jail
Lucely Ocampo	Sheriff-Jail
Kayla Rowland	BHS
Gabi Ortiz	Probation
Adriana Saavedra	DHHS
Jaime Moreno	CAO-Custodial
Jaime Moreno	CAO-Custodial
Yolanda Martinez De Sigala	BHS
Kelly Ruff	BHS
Ivan Martinez	BHS
Paul Billeci	BHS
Tiffany Jessup	BHS
Christine Doble	Auditor

MARCH

EMPLOYEE	DEPT
Holly Gallagher	Auditor
Angelika Terry	Auditor
Yolanda Martinez De Sigala	BHS
Ivan Maldonado	Probation

The cards selected for a $25.00 gift certificate to a Colusa County vendor for February is Ivan Martinez and for March is Ivan Maldonado.

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

Mr. Plucker provides an update on the Governor's Executive Order regarding new well restrictions and provides a strategy to help make determinations moving forward based on information provided by the Colusa Groundwater Authority and information available from the Department of Water Resources.

Direction is given to staff to provide program information and implementation plans at the May 10, 2022 Board of Supervisors meeting.

Ms. Allen states the Migrant Housing Center is scheduled to open on April 19, 2022. She further states she is pre-registering applicants to avoid long lines on opening day. She states she is working with the Colusa County Office of Education to hold a Resource Fair in the first week of May 2022 with more information to follow.

Ms. Kelly updates the Board on COVID-19.

CONSENT AGENDA

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

1. BOARD OF SUPERVISORS

Approve the March 29, 2022 Regular meeting Minutes and the March 30, 2022 Special meeting Minutes.

2. BOARD OF SUPERVISORS

Authorize Board Clerk to assign a County Contract Number **C22-060** to **Board of State and Community Corrections** ground lease for the new Colusa County Detention and Treatment Facility.

3. HEALTH AND HUMAN SERVICES

Approve Contract No. **C22-061**Subcontract (Agreement No. 21-007) Amendment AM1 and AM2 with **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2021, and authorize County Administrative Officer to sign.

4. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Approve Contract No. **C22-062** with **Tri-Counties Community Action Partnership**, for COVID-19 community outreach services, effective April 1, 2022.

5. HEALTH AND HUMAN SERVICES

Adopt **Resolution 22-010** authorizing the Colusa County Department of Health and Human Services to administer the California Office of Emergency Services (Cal OES) Child Advocacy Center (KC) Program.

6. HEALTH AND HUMAN SERVICES

Approve Contract No. **C22-063** MOU between the Colusa County Department of Health and Human Services and the **Colusa Police Department**, for a trained forensic interviewer, to conduct MDIC interviews of victims of child abuse, effective April 1, 2022.

7. HEALTH AND HUMAN SERVICES

Approve Contract No. **C22-064** Sub-recipient Agreement with **Glenn County** for Homeless Housing, Assistance and Prevention Round 2 Grant Funds and authorize the County Administrative Officer to sign.

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

8. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Approve purchase of computer equipment for Health and Human Services from NWN Corporation using CMAS contract #1-17-70-01B in the amount of $55,590.21 and authorize the Purchasing Agent to sign the purchase order.

9. PURCHASING AND PROCUREMENT/PROBATION

Approve Contract No. **C22-065** 4th Modification to a Commercial Lease with John Lichty (Lessor), by deleting all references of Lessor (John Lichty) and replacing with new Lessor, **Secure Holdings LLC/ Nghi Pham**.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C22-066** 2nd Modification to a Commercial Lease with John Lichty (Lessor), by deleting all references of Lessor (John Lichty) and replacing with new Lessor, **Secure Holdings LLC/ Nghi Pham**.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C22-067** 1st Modification to Participation Agreement with **California Mental Health Services Authority (CalMHSA)** to provide or arrange for specialty mental health services for foster children**.**

12. PURCHASING AND PROCUREMENT/DISTRICT ATTORNEY

Approve Contract No. **C22-068** 2nd Modification to **American Specialty Healthcare Inc., dba Colusa Medical Center** for phlebotomy services for alcohol and drug testing of individuals apprehended within the County and related expert witness testimony as needed, effective July 1, 2022.

13. PURCHASING AND PROCUREMENT/ASSESSOR

Approve Contract No. **C22-069** 4th Modification to **Megabyte Systems, Inc**., for Megabyte property tax system maintenance and support, effective July 1, 2022.

14. APPOINTMENT/HISTORICAL RECORDS COMMISSION

Reappoint Resa Lyn (Dist.2) to the Historical Records Commission effective February 6, 2022 through February 5, 2026. **(Applications Received: Resa Lyn)**

15. APPOINTMENT/FISH & GAME COMMISSION

Appoint Stephen Dieves as Supervisor Smith's representative to the Colusa County Fish and Game Commission effective April 12, 2022 through January 6, 2025. **(Application Received: Stephen Dieves)**

16. CERTIFICATE/PLANNING COMMISSION

Approve a Certificate of Appreciation recognizing Gail Beduhn (Dist. 5), for serving 31 years as Planning Commissioner for Colusa County.

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

Chair Corona makes time for the adoption of a proclamation declaring the month of April 2022 as Child Abuse Prevention Month and reads same into the record:

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING APRIL 2022 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

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 2022 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"."

III. PROCLAMATION

1. Adopt a Proclamation declaring the month of April 2022 as Child Abuse Prevention Month.

Comments received by Ms. Bowers.

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

IV. HUMAN RESOURCES/BEHAVIORAL HEALTH

1. Approve a Step 7 appointment for Anthony Hobson, Director of Behavioral Health, PFT, UDH, Range, Step 7, $12,988 per month, effective June 1, 2022. **(4/5th vote required)**

Comments received by Ms. Church.

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

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

Chair Corona declares a recess at 9:25 a.m. and states they are now sitting as the Colusa County Board of Equalization, Assessment Appeals Board with all Members present.

V. ASSESSOR

1. **SITTING AS THE COLUSA COUNTY BOARD OF EQUALIZATION**

Approve Stipulation Agreement in accordance with Section 1607 of the California Revenue and Taxation Code with US Bank of California for Application for Changed Assessment No. 21-05 APN 001-036-007.

Comments received by Mr. Buckner.

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

Chair Corona adjourns the Colusa County Board of Equalization at 9:28 a.m. and reconvenes in Regular Session with all Supervisors present.

VI. AUDITOR

1. Approve Special Claims.

There were no Special Claims.

VII. SHERIFF/OES

1. Approve amendments to the County's Emergency Drinking Water Procurement and Distribution Plan.

Comments received by Lt. Jones, Ms. Tyler and Mr. Plucker.

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

VIII. COMMUNITY DEVELOPMENT DEPARTMENT/WATER RESOURCES

1. Chair Corona makes time for a presentation on Colusa Groundwater Authority's 2022 Groundwater Sustainability Plan Annual Report.

Comments received by Groundwater Authority Chair Carter, Ms. Klug, Ms. Meeker, Mr. Sellers Jr. and Ms. Smith.

IX. PURCHASING AND PROCUREMENT/EAST PARK RESERVOIR

1. Approve the sole source purchase of Florida-strain bass from Willow Creek

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

Fisheries in the amount of $15,000 and authorize the Purchasing Agent to sign the Purchase Order.

Comments received by Ms. Tyler.

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

X. BOARD OF SUPERVISORS

1. Approve support letter for Golden State Natural Resources' Community Project funding and Congressional District spending requests.

Comments received by Supervisor Carter and Ms. Tyler.

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

XI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Transportation and Transit meeting
- Behavioral Health Director interviews
- Karen's House meeting
- Safe Haven Open House
- Regional Housing Authority meeting
- Child Support meeting

Supervisor Smith

Meetings/functions attended:

- Public Works and CAO water meeting
- Planning Commission meeting
- Ambulance Ad-Hoc meeting
- Safe Haven Open House
- CEDC meeting
- Behavioral Health Director interviews
- Transportation and Transit meeting

Supervisor Evans

Meetings/functions attended:

- Behavioral Health Director Interviews
- Colusa Basin Drain meeting
- Land Attorney interviews
- Forest Service meeting
- Transportation and Transit meeting

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

Supervisor Carter
Meetings/functions attended:
Behavioral Health Director interviews
Northern Sac Valley Integrated Regional Water Management meeting
Northern California Water Association/DWR meeting
BCC Sac Valley Basinwide Air Pollution meeting
Colusa Groundwater Authority meeting
Family Fair
Safe Haven Open House

Supervisors Corona
Meetings/functions attended:
Behavioral Health Director interviews
Law Enforcement Trauma Conference
Ambulance Ad-Hoc meeting
Agenda Review

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states Departments are working on their proposed budgets and personnel requests were due on April 6, 2022.

Mr. White thanks Supervisors Carter for the trees planted in front of the Historical Courthouse.

Mr. Selover states due to water shortages Colusa's economy is going to suffer.

Supervisor Boes announces Karen's House Golf Tournament will be held on May 27, 2022.

Chair Corona declares a recess at 10:20 a.m. to convene in Closed Session.

XIII. CLOSED SESSION/COUNTY ADMINISTRATIVE OFFICE

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

Chair Corona adjourned the meeting at 10:56 a.m. to reconvene in Regular Session on April 26, 2022 at the hour of 9:00 a.m.

_____
J. Merced Corona, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: Minutes 04-12-22 (8335 : Approve Minutes from April 12, 2022 Regular Meeting)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Treasurer's Monthly Investment Report

Accept March 2022 Treasury Monthly Investment Report as presented.

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

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk
None

ATTACHMENTS:

- March 22 (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 04.26.22
AS OF 03.31.22

	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
AGENCY BONDS													
N/A													
Agency Total	-					-		-		-	0.00		0.0%
MUNICIPAL BONDS													
574348CB2	546,693.60	0.67%	0.881%	547,904.85		545,000.00		545,000.00	06/01/23	537,479.00			
574348CC0	703,494.93	0.87%	1.075%	705,005.00		700,000.00		700,000.00	06/01/24	675,745.00			
574348CD8	706,037.13	1.02%	1.275%	707,917.00		700,000.00		700,000.00	06/01/25	665,385.00			
797299LX0	681,813.60	0.85%	3.640%	698,221.80		615,000.00		615,000.00	10/15/25	630,227.40			
260888AD4	401,820.54	0.87%	0.972%	402,096.00		400,000.00		400,000.00	06/01/26	368,680.00			
130179KW3	869,728.06	1.51%	3.181%	878,528.00		800,000.00		800,000.00	04/01/27	792,216.00			
899141BB0	686,317.52	1.18%	2.713%	693,578.75		635,000.00		635,000.00	05/01/27	624,344.70			
260888AE2	605,336.23	1.20%	1.367%	606,030.00		600,000.00		600,000.00	06/01/27	553,482.00			
971252AB7	300,279.88	0.53%	0.720%	300,666.00		300,000.00		300,000.00	08/01/22	299,535.00			
971252AD3	231,355.22	0.73%	0.970%	231,729.60		230,000.00		230,000.00	08/01/24	219,622.40			
971252AH4	187,094.49	2.03%	2.220%	187,332.85		185,000.00		185,000.00	08/01/28	174,682.55			
971252AK7	268,582.84	2.38%	2.560%	268,906.10		265,000.00		265,000.00	08/01/30	250,806.60			
971252AL5	573,395.76	2.48%	2.660%	574,085.20		565,000.00		565,000.00	08/01/31	533,975.85			
797679CF2	261,099.32	2.20%	2.278%	261,175.20		260,000.00		260,000.00	03/01/28	247,156.00			
797669ZR2	3,185,659.93	2.00%	2.768%	3,188,047.50		3,025,000.00		3,025,000.00	07/01/31	2,982,256.75			
6723225N45	1,279,844.85	1.87%	2.061%	1,280,104.10		1,265,000.00		1,265,000.00	08/01/28	1,174,742.25			
38122NB35	12,311,611.10	1.87%	2.246%	12,312,952.55		12,000,000.00		12,000,000.00	06/01/29	11,039,400.00			
79739GPE0	717,321.81	2.07%	2.356%	717,276.00		700,000.00		700,000.00	07/01/31	633,409.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25		525,000.00		525,000.00	03/01/29	495,148.50			
13048VZT8	505,821.86	2.35%	2.511%	505,880.00		500,000.00		500,000.00	02/01/30	472,640.00			
13048VZU5	395,966.80	2.63%	2.661%	395,975.65		395,000.00		395,000.00	02/01/31	373,768.75			
055022AK3	1,168,878.53	2.42%	2.635%	1,168,906.00		1,150,000.00		1,150,000.00	08/01/30	1,056,608.50			
79770GJG2	2,052,020.00	2.21%	2.543%	2,052,020.00		2,000,000.00		2,000,000.00	08/01/30	1,851,660.00			
79739GPM2	254,235.67	2.04%	2.256%	254,220.00		250,000.00		250,000.00	07/01/30	228,160.00			
854434AH0	547,484.23	2.06%	2.340%	546,475.75		535,000.00		535,000.00	04/01/30	500,107.30			
38122ND33	1,894,375.83	3.77%	3.037%	1,876,660.00		2,000,000.00		2,000,000.00	06/01/32	1,823,880.00			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00		1,000,000.00		1,000,000.00	06/01/31	920,830.00			
Municipal Total	32,860,161.98			32,885,586.15		32,145,000.00		32,145,000.00		30,125,948.55			23.0%
Grand Total	**32,860,161.98**			**32,885,586.15**	-	**32,145,000.00**	-	**32,145,000.00**		**30,125,948.55**	-		
Interest Liability	(18,785.79)											Unrealized	
NET BOOK	32,841,376.19										(2,715,427.64)	Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY		
SRWSLD	66,085.86	0.293%	0.424%		
REC DIST 108	15,229.07	0.293%	0.424%		
REC DIST 1004	-	0.293%	0.424%		
COUNTY	68,100,000.00	0.293%	0.424%		
CCOE	40,400,000.00	0.293%	0.424%		
TOTAL LAIF	108,581,314.93				75.9%
CASH	1,710,969.60				1.2%
TOTAL LIQUID	110,292,284.53		77.05%	Liquidity	
GRAND TOTAL	143,152,446.51				100.0%

INTEREST RECEIVED

Jan-Feb-Mar 2022	93,696.36	3/31/2022	Est. 0.20%
Oct-Nov-Dec 2021	76,723.82	11/30/2021	Est. 0.20%
July-Aug-Sept 2021	94,563.39	9/30/2021	Est. 0.25%
April-May-June 2021	126,583.56	6/30/2021	0.44%
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%
Oct-Nov-Dec 2020	199,902.21	12/31/2020	0.74%
July-Aug-Sept 2020	448,059.44	9/30/2020	1.87%
April-May-June 2020	390,780.16	6/30/2020	1.55%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (exclud 77.03%
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

2.3

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Ratify Enterprise Fleet Management Contract No. C22-009, Quote No., 6112783

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

Detailed Description/Background of request

The Board approved an Equity Lease with Enterprise FM Trust (C22-009) for four vehicles for the Health and Human Services Department and authorized the Purchasing Agent to sign the agreement. Upon signing and initiating the delivery of the vehicles it was brought to the attention of the Purchasing Agent, Quote No. 6112783 dated December 16, 2021 was incorrect due to a change in the incentive offered from Ford. Due to the small dollar amount, coupled with supply chain issues the CAO signed the revised quote to ensure the vehicle would be secured.

Prior Board Action

January 18, 2022 approved Equity Lease with Enterprise FM Trust (C22-009) and authorized the Purchasing Agent to sign the agreement.

Fiscal Impact/Funding Source

Budgeted within DHHS budgets - Increased total cost of $927.00 than approved quote and the monthly payment is $32.00 more than the approved quote.

Not to exceed $35,570.28 annually (60 monthly payments at $2,918.94 for the four vehicles).

Action for the Clerk

Swap out Quote for new Quote, add to Laserfiche, make note on contract of what happened, Refer to MT Item No. in Note if need to.

ATTACHMENTS:

- REVISED Quote No. 6112783 dtd 2-10-2022 (PDF)

- C22-009 Enterprise FM Trust (PDF)

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Open-End (Equity) Lease Rate Quote

Quote No: [illegible]

Prepared For: County of Colusa
Gross, Angela

Date 02/10/2022
AE/AM BTS/MHH

Unit # 25MB7M
Year 2021 **Make** Ford **Model** F-150
Series XLT 4x4 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB
Vehicle Order Type In-Stock **Term** 60 **State** CA **Customer#** 570411

$ 46,270.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 315.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 46,585.00		Total Capitalized Amount (Delivered Price)
$ 628.90		Depreciation Reserve @ 1.3500%
$ 189.54		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 818.44		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management
$ 48.42		Full Maintenance Program[3] Contract Miles 50,000
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 48.42		**Additional Services SubTotal**
$ 59.34		Sales Tax 7.2500% **State** CA
$ 926.20		**Total Monthly Rental Including Additional Services**
$ 8,851.00		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible	0 / 0
OverMileage Charge	$ 0.0400 Per Mile
# Tires 0	Loaner Vehicle Not Included

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

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black/Medium Dark Slate w/Cloth 40/20/4
Lic. Plate Type	Exempt
GVWR	0

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

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

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

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

LESSEE County of Colusa
BY Wendy S Tyler **TITLE** County Administrative Officer **DATE** 02/14/22 X2

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Attachment: REVISED Quote No. 6112783 dtd 2-10-2022 (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6112783

Other Totals

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

WT x2

Attachment: REVISED Quote No. 6112783 dtd 2-10-2022 (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6112783

VEHICLE INFORMATION:

2021 Ford F-150 XLT 4x4 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$41,285	$44,155.00
Total Options	$6,066.00	$6,665.00
Destination Charge	$1,695.00	$1,695.00
Total Price	**$49,046.00**	**$52,515.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: MS-(0 I) Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
301A	Equipment Group 301A Mid	$964.00	$1,060.00
413_	Skid Plates (Fleet)	$145.00	$160.00
425	50 State Emissions	NC	NC
435_	Power-Sliding Rear Window	$319.00	$350.00
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
47R	Tray Style Floor Liner	$182.00	$200.00
50M	Interior Work Surface	$150.00	$165.00
524_	SYNC 4 w/Enhanced Voice Recognition	Included	Included
53B	Class IV Trailer Hitch Receiver	Included	Included
53C	Max Trailer Tow Package	$1,816.00	$1,995.00
54R	Power Glass Heated Sideview Mirrors	Included	Included
582	Radio: AM/FM SiriusXM w/360L	Included	Included
61K	SecuriCode Drivers Side Keyless-Entry Keypad	Included	Included
64H	Wheels: 18" Silver Painted Aluminum	$87.00	$95.00
655__	Extended Range 36 Gallon Fuel Tank	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
68H	Spare Tire 275/65R18 A/T OWL	NC	NC
8INCH	8" Productivity Screen in Instrument Cluster	Included	Included
91P_	8-Way Power Driver's Seat w/Power Lumbar	Included	Included
942	Daytime Running Lamps	$41.00	$45.00
998	Engine: 3.5L V6 EcoBoost	$2,362.00	$2,595.00
DZTEMP	Dual Zone Automatic Temperature Control	Included	Included
LTHWHL	Leather-Wrapped Steering Wheel	Included	Included
M	Cloth 40/20/40 Front Seat	Included	Included
MIRROR	Auto-Dimming Rearview Mirror	Included	Included
MS_01	(0 I) Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
NNGV6	GVWR: 7,050 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
PNTTBL01	Paint Table : Monotone Paint Application	$0.00	$0.00
PTBA	Pro Trailer Backup Assist	Included	Included
RSEAT	Rear Under-Seat Storage	Included	Included
T84	Tires: 275/65R18 OWL A/T	NC	NC

WT x 2

Attachment: REVISED Quote No. 6112783 dtd 2-10-2022 (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

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Open-End (Equity) Lease Rate Quote

Quote No: 6112783

CODE	DESCRIPTION	INVOICE	MSRP
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

Attachment: REVISED Quote No. 6112783 dtd 2-10-2022 (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Skid Plates: skid plates
- Door Handles: black
- Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: black w/chrome surround grille

Convenience Features:
- Air Conditioning automatic dual-zone front air conditioning
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Key Pad: keypad locking
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: SYNC 4 Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Overhead Console: full overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Rear Underseat Storage Tray: rear underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:
- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 7 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite halogen headlamps

Attachment: REVISED Quote No. 6112783 dtd 2-10-2022 (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Rear Window: power rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm

Attachment: REVISED Quote No. 6112783 dtd 2-10-2022 (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Attachment: REVISED Quote No. 6112783 dtd 2-10-2022 (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

C22-0[illegible]

Quote No: 6112783

Prepared For: County of Colusa
Gross, Angela

Date 12/16/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Ford **Model** F-150
Series XLT 4x4 SuperCrew Cab Styleside 5 5 ft box 145 in. WB
Vehicle Order Type In-Stock **Term** 60 **State** CA **Customer#** 570411

$ 45,343.50		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0 00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 315 00		Other (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0 00		Tax on Capitalized Price Reduction
$ 0 00		Gain Applied From Prior Unit
$ 0 00	*	Tax on Gain On Prior
$ 0 00	*	Security Deposit
$ 0 00	*	Tax on Incentive (Taxable Incentive Total $0 00)
$ 45,658 50		Total Capitalized Amount (Delivered Price)
$ 616 39		Depreciation Reserve @ 1.3500%
$ 172 78		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 789.17		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0 00		Commercial Automobile Liability Enrollment
		Liability Limit $0 00
$ 0 00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 48 42		Full Maintenance Program[3] Contract Miles 50,000 — OverMileage Charge $ 0 0400 Per Mile
		Incl # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 48.42		**Additional Services SubTotal**
$ 57 21		Sales Tax 7 2500% **State** CA
$ 894.80		**Total Monthly Rental Including Additional Services**
$ 8,675 10		Reduced Book Value at 60 Months
$ 400 00		Service Charge Due at Lease Termination

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

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black/Medium Dark Slate w/Cloth 40/20/4
Lic. Plate Type	Exempt
GVWR	0

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

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

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

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

LESSEE County of Colusa
BY Wendy S Tyler **TITLE** County Administrative Officer **DATE** 1/18/22 X2

* INDICATES ITEMS TO BE BILLED ON DELIVERY

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

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

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

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

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Open-End (Equity) Lease Rate Quote

Quote No: 6112783

Other Totals

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

Initial Here WT X2

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

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Open-End (Equity) Lease Rate Quote

Quote No: 6112783

VEHICLE INFORMATION:

2021 Ford F-150 XLT 4x4 SuperCrew Cab Styleside 5 5 ft box 145 in WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$41,285	$44,155.00
Total Options	$6,066 00	$6,665.00
Destination Charge	$1,695 00	$1,695.00
Total Price	**$49,046.00**	**$52,515.00**

SELECTED COLOR:

Exterior	YZ-(0 P) Oxford White
Interior	MS-(0 I) Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
301A	Equipment Group 301A Mid	$964.00	$1,060 00
413_	Skid Plates (Fleet)	$145.00	$160 00
425	50 State Emissions	NC	NC
435_	Power-Sliding Rear Window	$319.00	$350 00
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
47R	Tray Style Floor Liner	$182.00	$200 00
50M	Interior Work Surface	$150.00	$165 00
524_	SYNC 4 w/Enhanced Voice Recognition	Included	Included
53B	Class IV Trailer Hitch Receiver	Included	Included
53C	Max Trailer Tow Package	$1,816.00	$1,995 00
54R	Power Glass Heated Sideview Mirrors	Included	Included
582	Radio. AM/FM SiriusXM w/360L	Included	Included
61K	SecuriCode Drivers Side Keyless-Entry Keypad	Included	Included
64H	Wheels 18" Silver Painted Aluminum	$87 00	$95.00
655__	Extended Range 36 Gallon Fuel Tank	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
68H	Spare Tire 275/65R18 A/T OWL	NC	NC
8INCH	8" Productivity Screen in Instrument Cluster	Included	Included
91P_	8-Way Power Driver's Seat w/Power Lumbar	Included	Included
942	Daytime Running Lamps	$41 00	$45 00
998	Engine 3 5L V6 EcoBoost	$2,362 00	$2,595 00
DZTEMP	Dual Zone Automatic Temperature Control	Included	Included
LTHWHL	Leather-Wrapped Steering Wheel	Included	Included
M	Cloth 40/20/40 Front Seat	Included	Included
MIRROR	Auto-Dimming Rearview Mirror	Included	Included
MS_01	(0 I) Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
NNGV6	GVWR 7,050 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
PNTTBL01	Paint Table : Monotone Paint Application	$0 00	$0 00
PTBA	Pro Trailer Backup Assist	Included	Included
RSEAT	Rear Under-Seat Storage	Included	Included
T84	Tires 275/65R18 OWL A/T	NC	NC

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Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

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Open-End (Equity) Lease Rate Quote

Quote No: 6112783

CODE	DESCRIPTION	INVOICE	MSRP
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

CONFIGURED FEATURES:

Body Exterior Features

- Number Of Doors 4
- Rear Cargo Door Type. tailgate
- Driver And Passenger Mirror power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror· convex driver and passenger mirror
- Skid Plates skid plates
- Door Handles. black
- Front And Rear Bumpers· chrome front and rear bumpers with body-coloured rub strip
- Rear Step Bumper rear step bumper
- Front Tow Hooks 2 front tow hooks
- Box Style. regular
- Body Material· aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille black w/chrome surround grille

Convenience Features.

- Air Conditioning automatic dual-zone front air conditioning
- Voice Activated A/C voice activated air conditioning
- Cruise Control cruise control with steering wheel controls
- Power Windows. power windows with driver and passenger 1-touch down
- Remote Keyless Entry keyfob (all doors) remote keyless entry
- Illuminated Entry. illuminated entry
- Key Pad. keypad locking
- Integrated Key Remote integrated key/remote
- Auto Locking. auto-locking doors
- Remote Engine Start· remote engine start - smart device only
- Steering Wheel steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror day-night rearview mirror
- Auto-dimming Rearview Mirror auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System SYNC 4 Connected Navigation navigation system with voice activation
- Front Cupholder front and rear cupholders
- Overhead Console full overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin. driver and passenger door bins
- Rear Door Bins· rear door bins
- Seatback Storage Pockets. 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Front Underseat Storage Tray locking front underseat storage tray
- Rear Underseat Storage Tray rear underseat storage tray
- Retained Accessory Power. retained accessory power
- Power Accessory Outlet. 1 12V DC power outlet

Entertainment Features:

- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System radio data system
- Voice Activated Radio voice activated radio
- Speed Sensitive Volume· speed-sensitive volume
- Steering Wheel Radio Controls steering-wheel mounted audio controls
- Speakers 7 speakers
- Internet Access. FordPass Connect 4G internet access
- 1st Row LCD· 2 1st row LCD monitor
- Wireless Connectivity wireless phone connectivity
- Antenna fixed antenna

Lighting, Visibility and Instrumentation Features·

- Headlamp Type delay-off aero-composite halogen headlamps

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Rear Window: power rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp gauge
Transmission Oil Temp Gauge: transmission oil temp gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
Traction Control ABS and driveline traction control
Front and Rear Headrests manual adjustable front head restraints
Rear Headrest Control 3 rear head restraints

Seats And Trim·
Seating Capacity max seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments 8-way driver and passenger seat adjustments
Reclining Driver Seat· power reclining driver and manual reclining passenger seats
Driver Lumbar power 2-way driver and passenger lumbar support
Driver Height Adjustment. power height-adjustable driver and passenger seats
Driver Fore/Aft power driver and passenger fore/aft adjustment
Driver Cushion Tilt. power driver and passenger cushion tilt
Front Centre Armrest Storage· front centre armrest with storage
Rear Seat Type rear 60-40 split-bench seat
Rear Folding Position rear seat fold-up cushion
Leather Upholstery. cloth front and rear seat upholstery
Headliner Material full cloth headliner
Floor Covering full carpet floor covering
Cabback Insulator· cabback insulator
Dashboard Console Insert, Door Panel Insert Combination metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim· urethane shift knob
LeatherSteeringWheel· leather/metal-look steering wheel
Floor Mats carpet front and rear floor mats
Interior Accents chrome/metal-look interior accents

Standard Engine·
Engine 400-hp, 3 5-liter V-6 (regular gas)

Standard Transmission
Transmission 10-speed automatic w/ OD and PowerShift automatic

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6118833

Prepared For: County of Colusa
Gross, Angela

Date 12/16/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Ford **Model** Escape
Series SE 4dr Front-Wheel Drive
Vehicle Order Type In-Stock **Term** 60 **State** CA **Customer#** 570411

$ 26,812 37		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 315.00		Other (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total $0 00)
$ 27,127 37		Total Capitalized Amount (Delivered Price)
$ 366.22		Depreciation Reserve @ 1.3500%
$ 103 27		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 469.49		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0 00		Commercial Automobile Liability Enrollment
		Liability Limit $0 00
$ 0 00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 45 14		Full Maintenance Program[3] Contract Miles 50,000 — OverMileage Charge $ 0 0400 Per Mile
		Incl # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 45.14		**Additional Services SubTotal**
$ 34 04		Sales Tax 7.2500% **State** CA
$ 548.67		**Total Monthly Rental Including Additional Services**
$ 5,154 17		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

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

Order Information

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

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

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

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

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

LESSEE County of Colusa
BY [signature] **TITLE** County Administrative Officer **DATE** 1/18/22 X2

* INDICATES ITEMS TO BE BILLED ON DELIVERY

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

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

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

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

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Open-End (Equity) Lease Rate Quote

Quote No: 6118833

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 140.0
Pricing Plan Delivery Charge	C	$ 175 0
Courtesy Delivery Fee	C	$ 0 0
Total Other Charges Billed		$ 0 0
Total Other Charges Capitalized		$ 315 0
Other Charges Total		$ 315.0

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Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

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Open-End (Equity) Lease Rate Quote

Quote No: 6118833

VEHICLE INFORMATION:

2021 Ford Escape SE 4dr Front-Wheel Drive - US

Series ID U0G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$25,954	$27,035 00
Total Options	$103 00	$110.00
Destination Charge	$1,245 00	$1,245.00
Total Price	**$27,302.00**	**$28,390.00**

SELECTED COLOR:

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

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
200A	Equipment Group 200A	NC	NC
4	Unique Cloth Front Bucket Seats	Included	Included
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
4H_01	(0 I) Dark Earth Gray w/Unique Cloth Front Bucket Seats	NC	NC
51U	Mini Spare Wheel	$103.00	$110 00
996	Engine: 1.5L EcoBoost	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3 52 Axle Ratio	Included	Included
STDGV	GVWR TBD	Included	Included
STDRD	Radio· AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels· 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC3	SYNC 3 Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

Initial Here WT X2

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

CONFIGURED FEATURES:

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

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

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

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

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

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

Safety And Security

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

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

Seats And Trim:

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

Standard Engine

- Engine 181-hp, 1 5-liter I-3 (premium)

Standard Transmission:

- Transmission 8-speed automatic w/ OD

Attachment: C22-009 Enterprise FM Trust (8333 : Ratify Enterprise Contract No. C22-009 - Quote 6112783)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Appointment of Tenant Commissioner to Regional Housing Authority

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

Detailed Description/Background of request

Per the Bylaws of the Regional Housing Authority, the Board shall be comprised of two Commissioners appointed to 4-year terms by the respective governing bodies of each jurisdiction in the Authority, and a Tenant Commissioner shall be appointed jointly to a 2-year term by the Authority members. The Tenant Commissioner has the same role and responsibilities as a non-tenant Commissioner.

At a meeting of the Regional Housing Authority held on April 6, 2022 it was approved to recommend that the Board of Commissioners of the Regional Housing Authority support the reappointment of Tenant Commissioner Suzanne Gallaty and requests the Colusa County Board of Supervisors reappoint Suzanne Gallaty to a two-year term as Tenant Commissioner pursuant to the Bylaws and the Agreement Creating the Regional Housing Authority.

Prior Board Action

Ms. Gallaty was last appointed by the Board on February 4, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Provide notification of appointment to the Regional Housing Authority, Attn: Gustavo Becerra, Executive Director, 1455 Butte House Rd, Yuba City, CA 95993

ATTACHMENTS:

- 04-14-22 Regional Housing Authority Appointment (PDF)
- RHA Bylaws (PDF)

REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993
Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775
www.RegionalHA.org

RECEIVED
APR 14 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

April 11, 2022

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

RE: Tenant Commissioner Appointment

As per the Bylaws "The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors; two Commissioners appointed by the Colusa County Board of Supervisors; and except as otherwise provided in section 34246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments."

At the April 6, 2022 meeting of the Regional Housing Authority (RHA) Board of Commissioners it was approved to recommend Suzanne Gallaty to be re-appointed to the Tenant Commissioner position.

The Regional Housing Authority requests the Colusa County Board of Supervisors appoint Suzanne Gallaty as Tenant Commissioner pursuant to the Bylaws and the Agreement Creating the Regional Housing Authority.

Sincerely,

Gustavo Becerra
Executive Director

Attachment: 04-14-22 Regional Housing Authority Appointment (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

BY-LAWS OF

REGIONAL HOUSING AUTHORITY

ARTICLE I. – NAME & PURPOSE

Section 1. – Name

The name of the Authority shall be "Regional Housing Authority".

Section 2. – Purpose

The Regional Housing Authority ("the Housing Authority") is established for the purposes and shall exercise the powers set forth in that certain Agreement Creating the Regional Housing Authority, which Agreement created the Regional Housing Authority, effective April 20, 2011, (the "Agreement") and the Housing Authority Law (California Health & Safety Code section 34200 et seq.) which authorizes counties and cities by agreement to create an area housing authority in areas sharing regional or area-wide housing problems. The definition of terms used in these By-Laws shall be the same as contained in the Agreement, unless otherwise expressly provided herein.

Section 3. – Offices

The principal office for the transaction of the business of the Housing Authority is hereby fixed and located at 1455 Butte House Road, Yuba City, California. The Board of Commissioners may change the location of the principal office within the area where the Housing Authority is qualified to do business.

ARTICLE II. – BOARD OF COMMISSIONERS

Section 1. – Powers of Commissioners

Subject to the powers and limitations as provided by law, the Agreement, or these By-laws, all powers of the Housing Authority shall be exercised, its property controlled and its affairs conducted by the Board of Commissioners (the "Board"), as is further specified in the Agreement.

Section 2. – Composition of the Board and Terms of Commissioners

The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors; two Commissioners appointed by the Colusa County Board of Supervisors and except as otherwise provided

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

in section 324246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments.

Non-tenant Commissioners shall serve for a term of four (4) years. Vacancies shall be filled for the unexpired portion of the term. The Tenant Commissioner jointly appointed shall serve for a term of two (2) years. His/her successor shall be appointed jointly by the Governing Bodies of the respective jurisdictions for the terms of two (2) years except that a vacancy shall be filled for the unexpired term, but only so long as he/she remains a tenant of the Housing Authority. His/Her successor shall also be a tenant of the Housing Authority and shall be appointed jointly by the Governing Bodies for the term of two (2) years except that a vacancy shall be filled for the unexpired term.

Regardless of the length of their term, Commissioners shall remain in office until their successor is sworn and assumes the office.

Section 3. – Voting Rights

Commissioners shall have one vote each at meetings of this Board.

Section 4. – Additional Commissioners

Additional Commissioners may be added from time to time to represent additional Governing Bodies, provided that the addition of parties to the Agreement shall be approved by the Housing Authority and an affirmative vote of a majority of the Member Governing Bodies.

Section 5. – Vacancies

Any vacancy occurring on the Board, whether because of death, incapacity, resignation, increase in the number of Commissioners, removal or otherwise, shall be filled by the Governing Body of the respective Member City or County.

Section 6. – Resignation

Any Commissioner representing a Member Governing Body may resign at any time by giving written notice of such resignation to the Secretary of the Housing Authority and to the appointing Member Governing Body. Notwithstanding Section 2, such resignation shall be effective at the time specified therein, and acceptance of such resignation shall not be necessary to make it effective. The Secretary shall also inform the appointing Governing Body of such resignation.

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

Section 7. – Attendance at Meetings

Absence for three (3) consecutive meetings shall constitute neglect of duty as set forth in California Health and Safety Code section 34282 and shall be cause for removal from office by the appointing Governing Body. The vacant position shall be filled by the appointing Member City's or County's Governing Body.

Section 8. – Removal

A Commissioner may be removed, for cause, by the respective Member Governing Body as set forth in California Health and Safety Code Section 34282 or its successor statute.

Section 9. – Withdrawal/Cancellation

Commissioners who represent Member Governing Bodies, which withdraw or are cancelled, as parties to the Agreement shall be removed as members of the Board and its Committees.

Section 10. – Conflict of Interest

A. No Commissioner or officer who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, unless a full written disclosure has been received by the Executive Director, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. (amended on 05/03/2006, resolution 06-1091)

B. Family is defined as parents, spouse, siblings, grandparents, grandchildren, significant other and domestic partner.

ARTICLE III. – MEETINGS OF THE BOARD

Section 1. – Annual Meeting

The Annual Meeting of the Housing Authority shall be held on the first regular meeting of April or any other day so designated by the Commissioners at such time and at such place as the Commissioners may designate for the purposes of the election and the installation of officers, and the transaction of other business.

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

Section 2. – Regular Meetings

Regular meetings of the Housing Authority shall be held at the regular meeting place of the Housing Authority at such time and places as may be provided by resolutions adopted from time to time by the Board, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day. Upon the Secretary's recommendation, the Chairperson may cancel any of the regular scheduled meetings if there is not sufficient business to transact, or may schedule additional Special Meetings for urgent business as circumstances require.

Section 3. – Place of Meetings

Regular meetings of the Board shall be held at any place as may be designated from time to time by the Board. In the absence of such designation, meetings shall be held at principal office of the Housing Authority.

Section 4. – Special Meetings

The Chairperson of the Housing Authority may, when he/she deems it expedient, and shall, upon the written request of two (2) Board Members of the Housing Authority, call a Special Meeting of the Board for the purpose of transacting any business designated in the call. The call for a Special Meeting may be delivered to each member of the Board at least twenty four (24) hours prior to the meeting, or may be mailed to the business or home address of each member of the Board at least two (2) days prior to the date of such Special Meeting, or may be waived by written waiver signed by all the members of the Board prior to the meeting. At such Special Meeting, no business shall be considered other than designated in the call.

Section 5. – Notices of Meetings and Posting of Agendas

Notice of time and place of all regular and special meetings shall be delivered personally, emailed or sent by first-class mail and addressed to each Commissioner and each Member Governing Body at the Commissioner's and Member Governing Body's address as it is shown on the records of the Housing Authority.

Section 6. – Quorum

The powers of the Housing Authority shall be vested in the Commissioners thereof in office from time to time. Three-fifths (3/5) of the Commissioners of the Housing Authority presently serving on the Board shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes.

Section 7. – Manner of Voting

Voting on all Resolutions coming before the Housing Authority shall be by roll call, and the "yeas" and "nays" shall be entered upon the Minutes of such meeting. The

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

concurrence of a majority of the Commissioners appointed shall be necessary to take any action.

All Resolutions shall be in writing and shall be entered in a journal of the proceedings of the Authority.

Section 8. – Open Meetings

All regular and special meetings of the Board shall be held in compliance with the provisions of Health and Safety Code Section 34283 and the Ralph M. Brown Act, California Government Code Section 54950, et seq.

Section 9. – Fees and Compensation

Commissioners shall not receive any salary for their services as Commissioners; however, by action of the Board, reasonable expenses may be reimbursed. In addition, the Board may act to approve a per diem for Commissioners as allowed by California Health and Safety Code Section 34274.

ARTICLE IV. – OFFICERS

Section 1. – Officers

The officers of the Housing Authority shall be a Chairperson, Vice-Chairperson, a Secretary, and such other officers as the Board may appoint.

Section 2. – Election

The Board shall elect the Chairperson and Vice-Chairperson from among its members. The Secretary shall be the Executive Director of the Housing Authority. Elected officers shall serve terms of one year or until their successors are elected and qualified. Such election shall be held at the annual organizational meeting of the Board and shall be conducted by the Secretary.

Section 3. – Chairperson

The Chairperson of the Board shall preside at all meetings of the Board, and shall have such other powers and duties as may be prescribed from time to time by the Board. Except as otherwise authorized by Resolution of the Housing Authority, the Chairperson shall sign all contracts, deeds and other instruments made by the Housing Authority.

Section 4. – Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in the case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

Chairperson until such time as the Housing Authority shall select a new Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5. – Secretary

The Secretary shall be the Executive Director of the Housing Authority and, as Executive Director; he/she shall have general supervision over the administration of its business and affairs, subject to the direction of the Board. He/she shall be charged with the management of the Housing Projects of the Housing Authority.

As Secretary, he/she shall keep the records of the Housing Authority, shall act as secretary of the meetings of the Housing Authority, and its Board, and record all votes, and shall keep a record of the proceedings of the Housing Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Housing Authority and shall have power to affix such seal to contracts and instruments authorized to be executed by the Housing Authority.

The Secretary shall also be the Treasurer of the Housing Authority. As Treasurer, he/she shall have the care and custody of all funds of the Housing Authority and shall deposit the same in the name of the Housing Authority in such bank or banks as the Housing Authority may select. He/she shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by Resolution of the Board, all such orders and checks shall be countersigned by the Chairperson. He/she shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, bi-annually, an account of his/her transactions, and also of the financial conditions of the Housing Authority.

The compensation of the Secretary shall be determined by the Board, provided that a temporary appointee selected from among the Commissioners of the Housing Authority shall serve without compensation (other than payment of necessary expenses).

Section 6. – Additional Duties

The officers of the Housing Authority shall perform such other duties and functions as may from time to time be required by the Housing Authority or the By-Laws or Rules and Regulations of the Housing Authority.

Section 7. – Terms of Office

The officers of the Housing Authority shall be elected at each Annual Meeting to serve until their successor is elected and qualified. All officers shall be elected on an annual basis. All other officers of the Housing Authority shall be permitted to succeed themselves at the will of the Commissioners.

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

Section 8. – Vacancies

Should the offices of Chairperson and Vice-Chairperson become vacant, the Housing Authority shall elect a successor from its Commissioners at its next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Housing Authority shall appoint a successor, as aforesaid.

Section 9. – Removal and Resignation

Any officer may be removed by a majority of the voting Commissioners at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairperson of the Board, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V. – COMMITTEES OF THE BOARD

Section 1. – Committees Generally

Committees of the Board may be appointed as needed by the Chairperson. Each Committee shall exercise such power and carry out such functions as are designated by these By-Laws or as delegated by the Board from time to time. Except as otherwise provided by the Board or these By-Laws, such committees shall be advisory only and subject to the control of the Board.

Section 2. – Quorum, Meetings

A majority of the members of a committee shall constitute a quorum at any meeting of that committee, and all recommendations to the Board shall require a majority vote of those members present. Each committee shall meet as often as is necessary to perform its duties. A memo describing any recommendations made shall be presented to the Board.

Section 3. – Vacancies

Vacancies in any committee shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 4. – Expenditures

Except as may otherwise be provided by the Board or by these By-Laws, any expenditure of funds by a committee shall require prior approval of the Board.

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

ARTICLE VI. – ADMINISTRATION

Section 1. – Executive Director/Secretary

The Executive Director of the Housing Authority shall serve as the Executive Director and Secretary of the Housing Authority. The Executive Director, or designee, shall attend meetings of the Board, but shall have no vote, and shall administer the business and activities of the Housing Authority, including those specific duties assigned by the Board or required by the Agreement. The duties as Secretary shall be as prescribed by Section 5 of Article IV above.

The Executive Director shall provide for such other employees as may be necessary for management of the Housing Authority's business, subject to approval by the Board, or the Housing Authority's Executive Committee

Section 2. – Duties of Executive Director

The authority and responsibility of the Executive Director, and where appropriate, his/her designee, and to whom the Board shall provide policy direction, shall include:

A. Exercising responsibility for the selection, employment and supervision of all other employees of the Housing Authority.

B. Coordinating and carrying out the Housing Authority's purposes and objectives according to the policies and procedures of the Housing Authority, the policy direction of the Board and the approved work program; including reporting at the next regular meeting relative to the exercise of any significant powers of duties;

C. Attending, as a non-voting member, the meetings of the Board and its committees;

D. Representing the Board and the Housing Authority in dealings with the public and other organizations;

E. Reporting the Housing Authority's activities to the parties to the Agreement at such times and in such manner as prescribed by them

F. Performing such specific duties as are set forth in the Agreement; and

G. Performing such specific duties that are delegated by the Board.

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

ARTICLE VII. – MISCELLANEOUS

Section 1. – Agents and Representatives

The Board may appoint such agents and representatives of the Housing Authority with such power and to perform such acts or duties on behalf of the Housing Authority, as the Board may see fit, so far as may be consistent with the Agreement, these By-Laws and applicable laws.

Section 2. – Bonding

Officers, Commissioners and employees handling funds shall be properly bonded as determined by the Board of Commissioners.

Section 3. – Fiscal Year

The fiscal year of the Housing Authority shall end on March 31.

Section 4. – Authority of Payments

All invoices, billings and claims for payment of losses shall be approved and signed by any two of the following before payment.

A. Chairperson of the Board;

B. The Vice-Chairperson of the Board;

C. The Executive Director/Secretary; or

D. Specific check signers designated by Board Resolution.

Section 5. – Rules of Procedure for Meetings

All meetings of the Board, the Executive Committee and other committees or bodies of the Housing Authority shall be conducted in accordance with Robert's Rules of Order, provided that in the event of any conflict, such rules shall be superseded by the Agreement, these By-Laws and California Law.

ARTICLE VIII. – AMENDMENT OF BY-LAWS

The By-Laws of the Housing Authority shall be amended only with the approval of at least six (6) Commissioners of the Housing Authority at a regular or a special meeting. No such amendment shall be adopted unless at least thirty (30) days written

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

notice thereof has been previously given to all Commissioners of the Housing Authority. The secretary of the Housing Authority shall prepare and distribute any revisions to all parties to the Agreement.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of the Regional Housing Authority.
2. That the forgoing By-Laws, comprising ten (10) pages, including this page, constitute the By-Laws of said Housing Authority as duly restated and adopted by the Board of Commissioners of said Housing Authority at a meeting duly held on August 16, 2017.

IN WITNESS WHEREOF, I hereunto subscribed my name this 16th day of August 2017.

Gustavo Becerra
Executive Director and Secretary

Attachment: RHA Bylaws (8340 : Appointment of Tenant Commissioner to Regional Housing Authority)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Grant Agreement 21-10549 with CDPH to implement the Disease Intervention Specialist (DIS) Workforce Development

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

Detailed Description/Background of request

County of Colusa was awarded federal funds by the California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch, to expand the Disease Intervention Specialist (DIS) workforce. The purpose of these funds is to implement key strategies for STD, human immunodeficiency virus (HIV), COVID-19, and other infectious diseases prevention and control by increasing capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STD, HIV, COVID-19 and other infectious diseases. The grant funds to be used to expand, train, and sustain a response-ready DIS workforce in local health jurisdictions.

Colusa County annual award is $102,475, with the term of the grant from July 1, 2021 through December 31, 2025. The maximum amount payable under this grant agreement shall not exceed $512,375.

Prior Board Action

None

Fiscal Impact/Funding Source

Revenue in the amount of $512,375 to Health and Human Services Fund

Action for the Clerk

Please print, sign, and return the following items:

- Two original copies of the grant agreement (CDPH 1229) signature page only (page three of the grant agreement); both copies must bear original signatures.

- Attachment 1 of Exhibit F
- One copy of the DGSOLS04, California Civil Rights Laws attachment.
- One copy of the CCC 042017
- One original copy of the Board Resolution/Order/Motion, ordinance, or other similar document authorizing execution of the agreement.

Please mail original documents containing “wet” signatures to the following address:

California Department of Public Health

STD Control Branch

Attn: Christine Johnson

1616 Capitol Ave., MS 7320

Sacramento, CA 95814

The requested documents must be returned no later than 5/2/2022.

ATTACHMENTS:

- 21-10549_Colusa DIS WFD Grant Agreement (3-29-22) (PDF)
- 21-10549-CCC 042017 (11-20-21) (PDF)
- 21-10549-DGSOLS04 (11-20-21) (PDF)

Attachment: 21-10549_Colusa DIS WFD Grant Agreement (3-29-22) (8306 : Grant Agreement with CDPH to expand the Disease Intervention

CALIFORNIA SEXUALLY TRANSMITTED DISEASE BRANCH
STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Colusa, hereinafter "Grantee"

Implementing the "DIS Workforce Development," hereinafter "Project"

GRANT AGREEMENT NUMBER 21-10549

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to conduct activities necessary to expand, train, and sustain a response-ready disease intervention specialist (DIS) workforce.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $512,375.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2021 and terminates on December 31, 2025. No funds may be requested or invoiced for services performed or costs incurred after December 31, 2025.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	**Grantee: County of Colusa**
Name: Karlo Estacio, Assistant Branch Chief STD Control Branch	Name: Elizabeth Kelly Director Health and Human Services
Address: P.O. Box 997377, MS 7320	Address: 251 E. Webster Street
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Colusa, CA 95932
Phone: (916) 552-9820	Phone: (530) 458-0285
E-mail: Karlo.Estacio@cdph.ca.gov	E-mail: Elizabeth.Kelly@countyofcolusa.com

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	**Grantee: County of Colusa**
Attention: Christine Johnson, Grant Manager	Attention: Connie Rios
Address: P.O. Box 997377, MS 7320	Address: 251 E. Webster Street
City, Zip: Sacramento, CA 95899-7377	City, Zip: Colusa, CA 95932
Phone: (916) 552-9796	Phone: (530) 458-0380
E-mail: Christine.Johnson@cdph.ca.gov	E-mail: Constance.Rios@countyofcolusa.com

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Colusa
Attention: "Cashier": Christine Fusaro
Address: 251 E. Webster Street
City, Zip: Colusa, CA 95932
Phone: (530) 458-0870
E-mail: Christine.Fusaro@countyofcolusa.com

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

Attachment: 21-10549_Colusa DIS WFD Grant Agreement (3-29-22) (8306 : Grant Agreement with CDPH to expand the Disease Intervention

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, request for modifications/changes thereafter to the existing grant activities can be made by written notice by either party and must be approved by CDPH. This process does not require a formal amendment but must be agreed to by both parties in writing. Copies must be maintained by both parties. Such modifications/changes must be made 30 days prior to implementation. A written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E INFORMATION PRIVACY AND SECURITY REQUIREMENTS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____ _____

J. Merced Corona, Chair
Board of Supervisors
County of Colusa
547 Market Street, Suite 102 Colusa, CA 95932

Date: _____ _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Attachment: 21-10549_Colusa DIS WFD Grant Agreement (3-29-22) (8306 : Grant Agreement with CDPH to expand the Disease Intervention

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

December 30, 2021

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT GRANT

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) is pleased to announce the availability of approximately $10 million in Centers for Disease Control and Prevention (CDC) Federal Funds starting in fiscal year (FY) 2021-22 for the support of governmental public health response to COVID-19 and other infectious diseases.

This funding opportunity is made possible through a federal grant award the CDC has issued through a supplement to PS19-1901, Strengthening STD Prevention and Control for Health Departments (STD PCHD), Catalog of Federal Domestic Assistance (CFDA) #93.977. Counties of San Francisco and Los Angeles are separately funded under the STD PCHD grant and were not included in local health jurisdiction (LHJ) allocations described in this letter.

The overall goal of the funding is to develop, expand, train, and sustain the disease intervention specialists (DIS) workforce. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period. Hiring priority should be given to front-line public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of frontline DIS response and outbreak efforts. For more information on the CDC DIS Workforce Development grant, please refer to the funding guidance at: https://www.cdc.gov/std/funding/pchd/development-funding.html.

Grantee activities will focus on the following key strategic targets:

- Increased capacity to conduct disease investigation
- Linkage to prevention and treatment
- Case management and oversight
- Outbreak response for STD, HIV, COVID-19 and other infectious diseases

Funding availability in subsequent fiscal years will be determined by satisfactory recipient performance and is subject to the availability of appropriated funds and federal award. These funds will be made available to support the DIS workforce development on a yearly basis from July 1, 2021 through December 31, 2025. The amount of annual funding was allocated through a non-competitive formula using the United States Census Community Resilience Estimates.

Attachment: 21-10549_Colusa DIS WFD Grant Agreement (3-29-22) (8306 : Grant Agreement with CDPH to expand the Disease Intervention

A summary of the DIS workforce funding allocation process, including the final annual allocation amounts for specific jurisdictions are available at: DIS Workforce Development.

The funds must be used to provide allowable DIS workforce development activities at the local level. For guidance, please see Grant Activities at: DIS Workforce Development.

All grantees must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memoranda, or directives issued by CDPH/STDCB. CDPH/STCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to receive these funds, you must return the following signed documents no later than close of business, **January 31, 2022**.

- Annual budgets for calendar years 2021 through 2025
- Completed CDPH 9083 form

The documents should be e-mailed to STDLHJContracts@cdph.ca.gov and include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent. Please note that no funds are secured until the grant is fully executed.

We look forward to collaborating with you to support this expansion of the DIS workforce. If you have any questions, please feel free to contact Christine Johnson by e-mail at Christine.Johnson@cdph.ca.gov.

Sincerely,

Alexia McGonagle

Alexia McGonagle, Acting Chief
Business Operations Support Section
STD Control Branch

Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch
Edwin Lopez, Chief, Disease Intervention Section, STD Control Branch
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch
Cary Escovedo, Northern California Regional Capacity Building Coordinator, STD Control Branch
Michelle Gonzales, Southern California Regional Capacity Building Coordinator, STD Control Branch
Pike Long, Bay Area Regional Capacity Building Coordinator, STD Control Branch
Sophie Lyons, Central Inland Regional Capacity Building Coordinator, STD Control Branch

Attachment: 21-10549_Colusa DIS WFD Grant Agreement (3-29-22) (8306 : Grant Agreement with CDPH to expand the Disease Intervention

Exhibit A
Funding Allocation

County/City	Year 1 Annual Award (7/1/21-12/31/21)	Year 2 Annual Award (1/1/22 - 12/31/22)	Year 3 Annual Award (1/1/23 - 12/31/23)	Year 4 Annual Award (1/1/24 - 12/31/24)	Year 5 Annual Award (1/1/25 - 12/31/25)	Total Five-Year Allocation
Alameda County* (excluding Berkeley)	$302,953	$302,953	$302,953	$302,953	$302,953	$1,514,76
Alpine County**	$100,143	$100,143	$100,143	$100,143	$100,143	$500,71
Amador County	$105,149	$105,149	$105,149	$105,149	$105,149	$525,74
City of Berkeley	$116,434	$116,434	$116,434	$116,434	$116,434	$582,17
Butte County	$130,729	$130,729	$130,729	$130,729	$130,729	$653,64
Calaveras County	$106,278	$106,278	$106,278	$106,278	$106,278	$531,39
Colusa County	$102,475	$102,475	$102,475	$102,475	$102,475	$512,37
Contra Costa County	$243,353	$243,353	$243,353	$243,353	$243,353	$1,216,76
Del Norte County	$102,976	$102,976	$102,976	$102,976	$102,976	$514,88
El Dorado County	$120,336	$120,336	$120,336	$120,336	$120,336	$601,68
Fresno County	$252,638	$252,638	$252,638	$252,638	$252,638	$1,263,19
Glenn County	$103,477	$103,477	$103,477	$103,477	$103,477	$517,38
Humboldt County	$116,968	$116,968	$116,968	$116,968	$116,968	$584,84
Imperial County	$130,516	$130,516	$130,516	$130,516	$130,516	$652,58
Inyo County	$102,480	$102,480	$102,480	$102,480	$102,480	$512,40
Kern County	$225,296	$225,296	$225,296	$225,296	$225,296	$1,126,48
Kings County	$120,080	$120,080	$120,080	$120,080	$120,080	$600,40
Lake County	$108,490	$108,490	$108,490	$108,490	$108,490	$542,45
Lassen County	$102,830	$102,830	$102,830	$102,830	$102,830	$514,15
City of Long Beach	$169,168	$169,168	$169,168	$169,168	$169,168	$845,84
Madera County	$121,451	$121,451	$121,451	$121,451	$121,451	$607,25
Marin County	$129,905	$129,905	$129,905	$129,905	$129,905	$649,52
Mariposa County	$102,384	$102,384	$102,384	$102,384	$102,384	$511,92
Mendocino County	$113,136	$113,136	$113,136	$113,136	$113,136	$565,68
Merced County	$136,814	$136,814	$136,814	$136,814	$136,814	$684,07
Modoc County	$101,122	$101,122	$101,122	$101,122	$101,122	$505,61
Mono County	$101,442	$101,442	$101,442	$101,442	$101,442	$507,21
Monterey County	$161,408	$161,408	$161,408	$161,408	$161,408	$807,04
Napa County	$120,548	$120,548	$120,548	$120,548	$120,548	$602,74
Nevada County	$112,670	$112,670	$112,670	$112,670	$112,670	$563,35
Orange County	$563,657	$563,657	$563,657	$563,657	$563,657	$2,818,28
City of Pasadena	$124,429	$124,429	$124,429	$124,429	$124,429	$622,14
Placer County	$145,278	$145,278	$145,278	$145,278	$145,278	$726,39
Plumas County	$102,882	$102,882	$102,882	$102,882	$102,882	$514,41
Riverside County	$420,089	$420,089	$420,089	$420,089	$420,089	$2,100,44
Sacramento County	$314,315	$314,315	$314,315	$314,315	$314,315	$1,571,57
San Benito County	$107,738	$107,738	$107,738	$107,738	$107,738	$538,69

Attachment: 21-10549_Colusa DIS WFD Grant Agreement (3-29-22) (8306 : Grant Agreement with CDPH to expand the Disease Intervention

County/City	Year 1 Annual Award (7/1/21-12/31/21)	Year 2 Annual Award (1/1/22 - 12/31/22)	Year 3 Annual Award (1/1/23 - 12/31/23)	Year 4 Annual Award (1/1/24 - 12/31/24)	Year 5 Annual Award (1/1/25 - 12/31/25)	Total Five-Year Allocation
San Bernardino County	$378,476	$378,476	$378,476	$378,476	$378,476	$1,892,38
San Diego County	$523,452	$523,452	$523,452	$523,452	$523,452	$2,617,26
San Joaquin County	$210,741	$210,741	$210,741	$210,741	$210,741	$1,053,70
San Luis Obispo County	$136,267	$136,267	$136,267	$136,267	$136,267	$681,33
San Mateo County	$197,256	$197,256	$197,256	$197,256	$197,256	$986,28
Santa Barbara County	$163,058	$163,058	$163,058	$163,058	$163,058	$815,29
Santa Clara County	$337,870	$337,870	$337,870	$337,870	$337,870	$1,689,35
Santa Cruz County	$135,303	$135,303	$135,303	$135,303	$135,303	$676,51
Shasta County	$120,826	$120,826	$120,826	$120,826	$120,826	$604,13
Sierra County	$100,492	$100,492	$100,492	$100,492	$100,492	$502,46
Siskiyou County	$106,289	$106,289	$106,289	$106,289	$106,289	$531,44
Solano County	$155,420	$155,420	$155,420	$155,420	$155,420	$777,10
Sonoma County	$166,720	$166,720	$166,720	$166,720	$166,720	$833,60
Stanislaus County	$178,035	$178,035	$178,035	$178,035	$178,035	$890,17
Sutter County	$112,756	$112,756	$112,756	$112,756	$112,756	$563,78
Tehama County	$107,799	$107,799	$107,799	$107,799	$107,799	$538,99
Trinity County	$101,982	$101,982	$101,982	$101,982	$101,982	$509,91
Tulare County	$168,801	$168,801	$168,801	$168,801	$168,801	$844,00
Tuolumne County	$106,838	$106,838	$106,838	$106,838	$106,838	$534,19
Ventura County	$216,276	$216,276	$216,276	$216,276	$216,276	$1,081,38
Yolo County	$128,056	$128,056	$128,056	$128,056	$128,056	$640,28
Yuba County	$109,606	$109,606	$109,606	$109,606	$109,606	$548,03
Total	**$9,804,356**	**$9,804,356**	**$9,804,356**	**$9,804,356**	**$9,804,356**	**$49,021,78**

**City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.*

***To correct for rounding errors, $2 was added to the lowest award (Alpine County)*

Note: In these estimates, $250,000/year have been set aside to fund tribal governments.

Awards were allocated by applying a base of $100,000 and distributing the balance of funds based on population at highest risk per the United States Census Community Resilience Estimates. For more information about how Community Resilience Estimates are calculated, see the US Census technical document.

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Exhibit A
Funding Allocation Process

PS19-1901: Strengthening STD Prevention and Control for Health Departments (STD PCHD)
DIS Workforce Development Funding

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately $10 million Centers for Disease Control and Prevention (CDC) Federal funds (PS19-1901) starting in state fiscal year 2021-22 to expand the Disease Intervention Specialist (DIS) workforce at the local level to support governmental public health response to COVID-19 and other infectious diseases.

The CDC DIS Workforce Development Funding is part of the American Rescue Plan Act of 2021. The goal of the investment is to support 21st century outbreak response needs by:

1. Expanding and enhancing frontline public health staff
2. Conducting DIS workforce training and skills building
3. Building organizational capacity for outbreak response
4. Evaluating and improving recruitment, training, and outbreak response efforts

For the first year, the DIS Workforce funding will be distributed as a supplement to the STD PCHD grant and is available to view at PS19-1901: STD Prevention and Control for Health Departments (STD PCHD).

Funding will be allocated to fifty-nine (59) local health jurisdictions (LHJ) and an additional $250,000 to fund local tribal governments.

CDPH/STDCB included the following factors in the allocation model with the hierarchy of need consistent for all counties:

- The grant requires that funds be allocated LHJs using the US Census Community Resilience Estimates (details about what is included is available) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by California Conference of Local Health Officers and County Health Executives Association of California.
- As outlined in Exhibit A1, CDPH/STDCB has allocated $250,000 per year to Tribal governments and $9,804,356 per year to 59 LHJs.
- San Francisco and Los Angeles (excluding Berkeley, Long Beach and Pasadena) counties are funded independently by CDC and not included in these allocations. Census tracts belonging to City health jurisdictions are not included in the county-level estimates.
- Local deliverables with these funds will include activities related to disease investigation, including contact tracing, case investigation, linkage to care, and partner services. Hiring frontline DIS and DIS supervisors is the priority of these funds but there will be some flexibility regarding other support staff (e.g., triage clerk) or activities (e.g., phlebotomy training).
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between $38,048 and $131,418.

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Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activies as provided in Exhibit A and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted not more frequently than quarterly in arrears to:

Christine Johnson
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Or submitted electronically to STDLHJInvoices@cdph.ca.gov.

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

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EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

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4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

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Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

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Exhibit D
Additional Provisions

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. 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 Grantee 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 Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant'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 Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee 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 the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

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Exhibit D
Additional Provisions

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

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IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

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4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique username for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password

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changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and e-mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

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Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirments
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

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1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.

b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement 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;

(3) 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 b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Air or Water Pollution Requirements

Any federally funded grant and/or subgrants in excess of $100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any

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disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

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8. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontrac tor agrees to abide by all requirements specified in 2 CFR 200, *et seq*., 2 CFR 400, *et seq*., and 45 CFR, 75, *et seq.,* as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

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d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

10. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

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Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

Grantor agrees to comply with and shall require all subgranteers, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

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Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) 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 of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

County of Colusa Name of Grantee	Printed Name of Person Signing for Grantee
21-10549 Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
STD Control Branch
P.O. Box 997377, MS 7320
Sacramento, CA 95899-7377

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

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Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Colusa	94-6000508

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Colusa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

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2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

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required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

Attachment: 21-10549-CCC 042017 (11-20-21) (8306 : Grant Agreement with CDPH to expand the Disease Intervention Specialist (DIS)

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: 21-10549-CCC 042017 (11-20-21) (8306 : Grant Agreement with CDPH to expand the Disease Intervention Specialist (DIS)

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* County of Colusa	*Federal ID Number* 94-6000508
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of* Colusa California

Attachment: 21-10549-DGSOLS04 (11-20-21) (8306 : Grant Agreement with CDPH to expand the Disease Intervention Specialist (DIS) workforce)

COUNTY OF COLUSA, CA

3.1

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Human Resources

FROM: Jolene Church

SUBJECT: Approve Job Description and Salary Recommendation for Legal Specialist I/II/III Series

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

Detailed Description/Background of request

Several County departments currently utilize the classifications of Legal Secretary and/or Senior Legal Secretary which are equivalent to the proposed Legal Specialist I and Legal Specialist II respectively. Due to recent recruitment and retention issues, the District Attorney's Office, in consultation and review with the Human Resources Department, determined that the current organizational structure needs to be updated to meet the current and future needs of the department's operations. Designing a structure to support departments' succession into the future is critical for effective operations.

The position of Legal Secretary is extremely important to the District Attorney's Office. They can win or lose a case based on their work. The secretaries have to input all the information gathered by allied agencies into a database, discover all the information to defense attorneys, process police reports, draft documents for filing in the court, and answer calls from the public- all while maintaining strict confidentiality regarding issues of high public interest. The position is very difficult and requires vast amounts of training and experience. Because the position requires training and experience, it also requires incentives for performance and to grow with the organization. These required incentives currently do not exist.

It is proposed to create a flexibly staffed Legal Specialist I/II/III series. The term "secretary" is outdated and it is proposed to use the term "specialist" instead. The creation of this flexibly staffed series will enable our organization to be nimble in its hiring and promotional efforts as it will allow departments to hire at any level or promote employees depending on our candidate pool and business need. Although there is a request for an amendment to the Position Allocation Schedule, there will not be a change in classification for the current incumbents or a financial impact with this request at this time. Also, only one Legal Specialist III position will be allocated to a Department at any given time.

In the process of the revision, the minimum requirements of the Legal Specialist I were changed. The Legal Specialist I class currently requires one year of increasing responsible legal secretarial experience and equivalent to the completion of the twelfth grade supplemented by specialized legal secretarial training. Given the difficulties in recruiting for this position, it is recommend to add another option for meeting the minimum requirements and making specialized legal secretarial training highly desirable but not required.

It is recommended to set the new Legal Specialist III classification at salary range MSC26/CNF26 ($3,737 - $4,791), which is approximately 10%, or 4 ranges, above the Legal Specialist II classification at MSC22/CFN22 ($3,384 - $4,339), and follows the differential guidelines in the MOU.

Attached is the final version of the revised Legal Specialist series job description as well as the old job descriptions for the classifications of Legal Secretary and Senior Legal Secretary.

The Colusa County Employees' Association (CCEA) was given an opportunity to review and comment on the proposed classification and salary recommendations and has concurred with the changes.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no fiscal impacts associated with this recommendation as it only affects the job descriptions.

Action for the Clerk
None.

ATTACHMENTS:

- Legal Specialist I.II.III Series FINAL 4.26.22 (DOC)
- Legal Secretary.ge(DOC)
- Senior Legal Secretary (DOC)

COUNTY OF COLUSA

Established: 04/26/2022
Revised: N/A
Salary Range: MSC18/MSC22/MSC26; CNF18/CNF22/CNF26
FLSA: Non-Exempt

LEGAL SPECIALIST I/ LEGAL SPECIALIST II/ LEGAL SPECIALIST III

DEFINITION

To perform a variety of responsible legal secretarial, administrative and general clerical duties in support of the assigned department or staff attorneys; and to provide information and assistance to the public regarding department to which assigned.

DISTINGUISHING CHARACTERISTICS:

Legal Specialist I: This is the entry to journey-level in the Legal Specialist series. This class is typically used as an entry class in which employees develop and evolve into full journey level work. Incumbents may initially have limited or no directly related work experience. This class is distinguished from the Legal Specialist II in that the latter provides high-level support using independent judgment and the absence of supervisory duties.

Legal Specialist II (Senior): This is the journey to advanced-level in the Legal Specialist series and the first supervisory-level. This class is distinguished from the Legal Specialist I in that it perform a wide variety of responsible and complex administrative, legal secretarial and clerical duties and in that it may exercises supervision over secretarial and clerical staff.

Legal Specialist III (Principal): This position is the higher supervisory-level class in the Legal Specialist series. This class is distinguished from the Legal Specialist II classification in that it provides the more difficult and complex legal secretarial duties, which involve considerable independent judgment and provides supervision to assigned lower-level staff.

Incumbents within the series do not automatically advance to the next level but may become eligible to advance, at the discretion of the Department Head, upon meeting the minimum requirements and demonstrating the appropriate skills and knowledge through a qualifying assessment and provided the next level position has been budgeted.

SUPERVISION RECEIVED AND EXERCISED

Legal Specialist I
Receives general supervision from management or supervisory staff.

Legal Specialist II
Receives direction from management and supervisory staff. May exercises technical and functional supervision over secretarial and clerical staff.

Attachment: Legal Specialist I.II.III Series FINAL 4.26.22 [Revision 2] (8304 : Approve Job Description & Salary Recommendation for Legal

Legal Specialist III
Receives general direction from assigned management or supervisory personnel. Provides supervision, work direction, guidance and training to assigned staff.

EXAMPLES OF RESONSIBILITIES
Important responsibilities and duties may include, but are not limited to, the following:

Legal Specialist I

Take and transcribe a variety of correspondence and legal documents, including resolutions, ordinances, legal opinions, contracts, brief, leases and agreements; take and transcribe minutes during various meetings.

Prepare and process correspondence, legal papers and documents requiring knowledge of legal format, terminology and procedures.

Act as receptionist providing information and assistance to the public; screen telephone calls and requests for information, routing to appropriate staff member, department or agency.

Provide secretarial support to an attorney; maintain appointment calendars, schedule meetings and prepare travel arrangements.

Maintain litigation calendars; record follow-up trial dates, action dates and disposition of cases.

Perform a wide variety of complex, responsible and confidential secretarial and administrative duties.

Interpret County policies, procedures, laws and regulations in response to inquiries and complaints; refer inquiries as appropriate.

Research, compile and analyze data for special projects and various reports.

Index and file legal documents, correspondence and reports; maintain the law library.

Compile and assemble various legal materials from files and other sources for use in providing legal assistance and in preparation of other legal documents and opinions.

Perform related duties and responsibilities as required.

Legal Specialist II /Legal Specialist III
(Complexity of responsibilities will vary by level)

Manage office support functions; direct the work activities of assigned clerical personnel; prioritize and coordinate work assignments; review work for accuracy.

Perform administrative duties within the clerical support system; supervise the ordering and storage of appropriate supplies; monitor budget as assigned; recommend improvements in work flow, procedures and use of equipment and forms.

Screen office and telephone callers; respond to complaints and requests for information on regulations, procedures, systems and precedents relating to assigned responsibilities; receive and route mail.

Attachment: Legal Specialist I.II.III Series FINAL 4.26.22 [Revision 2] (8304 : Approve Job Description & Salary Recommendation for Legal

Type and proofread a wide variety of reports, letters, memos and statistical charts; type from rough draft, verbal instruction or transcribing machine recordings; independently compose correspondence related to assigned responsibilities.

Participate in the duties relating to administration of a department; assist in preparing comprehensive reports, preparing minutes of meetings, compiling annual budget requests, recommending expenditure requests for designated accounts, and monitoring approved budget accounts.

Maintain personnel and payroll records; process paperwork for personnel actions including new hires, terminations and promotions; coordinate recruitment process with the necessary personnel; monitor performance evaluation dates and provide appropriate forms to staff.

Assist in a variety of department operation; perform special projects and assignments as requested.

Maintain calendars of department activities, meetings and various events; coordinate activities with other County departments, the public and outside agencies.

Organize and maintain complex technical filing systems.

Perform general clerical work; file, schedule appointments and meetings, process payroll, accounts payable and reimbursement requests.

Operate a variety of office equipment including a computer; input and retrieve data and text; organize and maintain disc storage and filing.

Coordinate travel arrangements for department staff as needed.

Take and transcribe a variety of difficult and complex correspondence and legal documents, including resolutions, ordinances, legal opinions, contracts, briefs, leases and agreements; take and transcribe minutes during various meetings.

Prepare and process correspondence, legal papers and documents requiring knowledge of legal format, terminology and procedures.

Maintain litigation calendars; record follow-up trial dates, action dates and deposition of cases.

Research, compile and analyze data for special projects and various reports.

Index and file legal documents, correspondence and reports; maintain the law library.

Compile and assemble various legal materials from files and other sources for use in providing legal assistance and in preparation of other legal documents and opinions.

Perform related duties and responsibilities as required.

EMPLOYMENT STANDARDS

Legal Specialist I

Knowledge of:

Attachment: Legal Specialist I.II.III Series FINAL 4.26.22 [Revision 2] (8304 : Approve Job Description & Salary Recommendation for Legal

Basic legal terminology and the forms and documents used in legal clerical work.

Legal procedures and practices involved in composing, processing and filing a variety of legal documents.

Standard legal references and their contents.

English usage, spelling, grammar and punctuation.

Business letter writing and basic report preparation.

Skills in:

Modern office procedures, methods and computer equipment.

Principles and procedures of record keeping and reporting.

Ability to:

Perform legal secretarial work involving the use of independent judgment and personal initiative.

Learn and understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities.

Independently prepare routine legal documents, correspondence and memorandums.

Work independently in the absence of supervision.

Analyze situations carefully and adopt effective courses of action.

Work cooperatively with other departments, County officials, and outside agencies.

Operate and use modern office equipment including a computer and word processor.

Type at a speed necessary for successful job performance.

Communicate effectively, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Legal Specialist II /III *(The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the different levels in the definition section.)*

Knowledge of:

Legal terminology and the forms and documents used in legal clerical work.

Legal procedures and practices involved in composing, processing and filing a variety of legal documents.

Standard legal references and their contents.

English usage, spelling, grammar and punctuation.

Attachment: Legal Specialist I.II.III Series FINAL 4.26.22 [Revision 2] (8304 : Approve Job Description & Salary Recommendation for Legal

Business letter writing and basic report preparation.

Principles of supervision and training.

Skills in:

Modern office procedures, methods and computer equipment.

Principles and procedures of record keeping and reporting.

Ability to:

Perform responsible and difficult legal secretarial work involving the use of independent judgment and personal initiative.

Understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities.

Independently prepare routine legal documents, correspondence and memorandums.

Work independently in the absence of supervision.

Analyze situations carefully and adopt effective courses of action.

Work cooperatively with other departments, County officials, and outside agencies.

Operate and use modern office equipment including a computer and word processor.

Type at a speed necessary for successful job performance.

Communicate effectively, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

QUALIFICATIONS

Any combination of experience and training that would likely provide the required Knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Legal Specialist I

Experience:

One year of increasingly responsible legal secretarial experience.

OR

Two years of responsible office and administrative support work, including experience in a position requiring knowledge of legal terminology and procedures.

Attachment: Legal Specialist I.II.III Series FINAL 4.26.22 [Revision 2] (8304 : Approve Job Description & Salary Recommendation for Legal

Training:

Equivalent to completion of the twelfth grade. Specialized legal secretarial training is highly desirable.

Legal Specialist II

Experience:

Two year of increasingly responsible legal secretarial experience.

Training:

Equivalent to completion of the twelfth grade supplemented by specialized legal secretarial training.

Legal Specialist III

Experience:

One year of experience equivalent to that of a Legal Specialist II in a public agency.

Training:

Equivalent to completion of the twelfth grade supplemented by specialized legal secretarial training.

OR

Experience:

Two year of experience equivalent to that of Legal Specialist I in a public agency.

Training:

Equivalent to completion of the twelfth grade supplemented by specialized legal secretarial training.

PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employee maybe subject to extreme stress due to deadlines.

Attachment: Legal Specialist I.II.III Series FINAL 4.26.22 [Revision 2] (8304 : Approve Job Description & Salary Recommendation for Legal

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Legal Specialist I.II.III Series FINAL 4.26.22 [Revision 2] (8304 : Approve Job Description & Salary Recommendation for Legal

COUNTY OF COLUSA

Established: TBD
Revised: TBD
Salary Range: MSC18; CNF18
FLSA: Non-Exempt

LEGAL SECRETARY

DEFINITION

To perform a variety of responsible legal secretarial and general clerical duties in support of the assigned department; and to provide secretarial and administrative support to an attorney.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from management or supervisory staff.

EXAMPLES OF IMPORTANT RESONSIBILITIES AND DUTIES—*Important responsibilities and duties may include, but are not limited to, the following:*

Take and transcribe a variety of correspondence and legal documents, including resolutions, ordinances, legal opinions, contracts, brief, leases and agreements; take and transcribe minutes during various meetings.

Prepare and process correspondence, legal papers and documents requiring knowledge of legal format, terminology and procedures.

Act as receptionist providing information and assistance to the public; screen telephone calls and requests for information, routing to appropriate staff member, department or agency.

Provide secretarial support to an attorney; maintain appointment calendars, schedule meetings and prepare travel arrangements.

Maintain litigation calendars; record follow-up trial dates, action dates and disposition of cases.

Perform a wide variety of complex, responsible and confidential secretarial and administrative duties.

Interpret County policies, procedures, laws and regulations in response to inquiries and complaints; refer inquiries as appropriate.

Research, compile and analyze data for special projects and various reports.

Index and file legal documents, correspondence and reports; maintain the law library.

Compile and assemble various legal materials from files and other sources for use in providing legal assistance and in preparation of other legal documents and opinions.

Perform related duties and responsibilities as required.

Attachment: Legal Secretary.ge (8304 : Approve Job Description & Salary Recommendation for Legal Specialist I/II/III Series)

QUALIFICATIONS

Knowledge of:

Basic legal terminology and the forms and documents used in legal clerical work.

Legal procedures and practices involved in composing, processing and filing a variety of legal documents.

Standard legal references and their contents.

English usage, spelling, grammar and punctuation.

Modern office procedures, methods and computer equipment.

Business letter writing and basic report preparation.

Principles and procedures of record keeping and reporting.

Ability to:

Perform legal secretarial work involving the use of independent judgment and personal initiative.

Learn and understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities.

Independently prepare routine legal documents, correspondence and memorandums.

Work independently in the absence of supervision.

Analyze situations carefully and adopt effective courses of action.

Work cooperatively with other departments, County officials, and outside agencies.

Operate and use modern office equipment including a computer and word processor.

Type at a speed necessary for successful job performance.

Communicate effectively, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines—*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:

One year of increasingly responsible legal secretarial experience.

Training:

Attachment: Legal Secretary.ge (8304 : Approve Job Description & Salary Recommendation for Legal Specialist I/II/III Series)

Equivalent to completion of the twelfth grade supplemented by specialized legal secretarial training.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Legal Secretary.ge (8304 : Approve Job Description & Salary Recommendation for Legal Specialist I/II/III Series)

COUNTY OF COLUSA

Established: TBD
Revised: TBD
Salary Range: MSC22; CNF22
FLSA: Non-Exempt

SENIOR LEGAL SECRETARY

DEFINITION

To perform a wide variety of responsible and complex administrative, legal secretarial and clerical duties for a county department; and to provide information and assistance to the public regarding department to which assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from a department director.

Exercises technical and functional supervision over secretarial and clerical staff.

EXAMPLES OF IMPORTANT RESONSIBILITIES AND DUTIES—*Important responsibilities and duties may include, but are not limited to, the following:*

Manage office support functions; direct the work activities of assigned clerical personnel; prioritize and coordinate work assignments; review work for accuracy.

Perform administrative duties within the clerical support system; supervise the ordering and storage of appropriate supplies; monitor budget as assigned; recommend improvements in work flow, procedures and use of equipment and forms.

Screen office and telephone callers; respond to complaints and requests for information on regulations, procedures, systems and precedents relating to assigned responsibilities; receive and route mail.

Type and proofread a wide variety of reports, letters, memos and statistical charts; type from rough draft, verbal instruction or transcribing machine recordings; independently compose correspondence related to assigned responsibilities.

Participate in the duties relating to administration of a department; assist in preparing comprehensive reports, preparing minutes of meetings, compiling annual budget requests, recommending expenditure requests for designated accounts, and monitoring approved budget accounts.

Maintain personnel and payroll records; process paperwork for personnel actions including new hires, terminations and promotions; coordinate recruitment process with the necessary personnel; monitor performance evaluation dates and provide appropriate forms to staff.

Assist in a variety of department operation; perform special projects and assignments as requested.

Maintain calendars of department activities, meetings and various events; coordinate activities with other County departments, the public and outside agencies.

Attachment: Senior Legal Secretary (8304 : Approve Job Description & Salary Recommendation for Legal Specialist I/II/III Series)

Organize and maintain complex technical filing systems.

Perform general clerical work; file, schedule appointments and meetings, process payroll, accounts payable and reimbursement requests.

Operate a variety of office equipment including a computer; input and retrieve data and text; organize and maintain disc storage and filing.

Coordinate travel arrangements for department staff as needed.

Take and transcribe a variety of difficult and complex correspondence and legal documents, including resolutions, ordinances, legal opinions, contracts, briefs, leases and agreements; take and transcribe minutes during various meetings.

Prepare and process correspondence, legal papers and documents requiring knowledge of legal format, terminology and procedures.

Maintain litigation calendars; record follow-up trial dates, action dates and deposition of cases.

Research, compile and analyze data for special projects and various reports.

Index and file legal documents, correspondence and reports; maintain the law library.

Compile and assemble various legal materials from files and other sources for use in providing legal assistance and in preparation of other legal documents and opinions.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Legal terminology and the forms and documents used in legal clerical work.

Legal procedures and practices involved in composing, processing and filing a variety of legal documents.

Standard legal references and their contents.

English usage, spelling, grammar and punctuation.

Modern office procedures, methods and computer equipment.

Business letter writing and basic report preparation.

Principles and procedures of record keeping and reporting.

Principles of supervision and training.

Ability to:

Attachment: Senior Legal Secretary (8304 : Approve Job Description & Salary Recommendation for Legal Specialist I/II/III Series)

Perform responsible and difficult legal secretarial work involving the use of independent judgment and personal initiative.

Understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities.

Independently prepare routine legal documents, correspondence and memorandums.

Work independently in the absence of supervision.

Analyze situations carefully and adopt effective courses of action.

Work cooperatively with other departments, County officials, and outside agencies.

Operate and use modern office equipment including a computer and word processor.

Type at a speed necessary for successful job performance.

Communicate effectively, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines—*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:

Two year of increasingly responsible legal secretarial experience.

Training:

Equivalent to completion of the twelfth grade supplemented by specialized legal secretarial training.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Human Resources

FROM: Jolene Church

SUBJECT: Amend the Behavioral Health Services Department's Position Allocation Schedule

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

Detailed Description/Background of request

On March 15, 2022 the Board approved the Student Support grant agreement with the Mental Health Services Oversight and Accountability Commission for the Department of Behavioral Health Services and Colusa County Office of Education.

The approved 2.5 million-dollar grant over a 4-year period will place 1 Therapist at each of the 4 schools in the school district (4 Therapist total) as well as assign 1 Mental Health Specialist to the Office of Education who will travel to each of the 4 Colusa County School Districts as needed.

We are requesting that the Board now approve to amend the Position Allocation Schedule to add (4) Therapist I/II/III and (1) Mental Health Specialist.

Prior Board Action

The Board approved the Student Support Grant at the March 15, 2022 Board Meeting.

Fiscal Impact/Funding Source

Approximate salary costs for a Therapist are $6,509 per month, and for a Mental Health Specialist $5081 per month. The fiscal impacts associated with this request are covered by the grant agreement that was approved on March 15, 2022.

Action for the Clerk

None

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **April 26, 2022**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Adopt Revised Job Class Table as Required by CalPERS**

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

Detailed Description/Background of request

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Table reflecting the following changes adopted by the Board on March 15, 2022 and April 26, 2022:

- Add Office Manager classification at salary range MGT10
- Add Legal Specialist III (Principal) classification at salary range MSC26 and CNF 26
- Update title of Legal Secretary to Legal Specialist I at salary range MSC18, CNF18
- Update title of Senior Legal Secretary to Legal Specialist II at salary range MSC22, CNF22
- Delete the following redundant positions:
  Bilingual Account Clerk I MSC09
  Bilingual Account Clerk II MSC13
  Bilingual Account Clerk III MSC17
  Bilingual Legal Secretary MSC18
  Bilingual Office Assistant I MSC09
  Bilingual Office Assistant II MSC13
  Bilingual Public Health Assistant MSC16
  Bilingual Vocational Assistant MSC09

The bilingual positions listed on the job class table have the same salary range as the non-bilingual positions listed. Bilingual pay is a benefit listed in applicable Memorandums of Understanding. Bilingual pay is paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. The determination of this County benefit is based on the Department Head's

recommendation and approval of the Human Resources Director.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no costs associated with adopting the Job Class Table.

Action for the Clerk
None.

ATTACHMENTS:

- Job Class Table Approved 04.26.22 (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 04/26/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
ACCOUNT CLERK II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
ACCOUNT CLERK III	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
ACCOUNT CLERK SUPERVISOR	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
ACCOUNTANT I	PF 26	3,775	3,967	4,168	4,379	4,603	4,836	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,195	162.50
ACCOUNTANT II	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
ACCOUNTANT/AUDITOR I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
ACCOUNTANT/AUDITOR II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
ACCOUNTANT/AUDITOR III	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
ACCOUNTING TECHNICIAN	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
ACCOUNTING TECHNICIAN-AG	MSC42	3,608	3,794	3,986	4,190	4,403	4,628	4,744	4,863	4,985	5,110	5,239	5,370	5,505	5,643	5,930	173.33
ADMIN SECRETARY I	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
ADMIN SECRETARY II	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
AG BIO STND OFF I	PF 56	3,927	4,126	4,337	4,557	4,788	5,032	5,159	5,288	5,421	5,557	5,696	5,839	5,985	6,135	6,447	173.33
AG BIO STND OFF II	PF 57	4,337	4,557	4,788	5,032	5,287	5,556	5,696	5,839	5,985	6,135	6,289	6,447	6,609	6,775	7,117	173.33
AG BIO STND OFF III	PF 58	4,788	5,032	5,287	5,556	5,839	6,134	6,289	6,447	6,609	6,775	6,945	7,119	7,297	7,480	7,859	173.33
AGRICULTURAL COMMISSIONER	DH 52	9,327	9,802	10,298	10,820	11,367	11,944	12,243	12,550	12,864	13,186	13,516	13,854	14,201	14,557	15,293	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
AIR POL STANDARDS OFF I	PF 55	3,556	3,737	3,927	4,126	4,337	4,557	4,671	4,788	4,909	5,032	5,159	5,288	5,421	5,557	5,840	173.33
AIR POL STANDARDS OFF II	PF 56	3,927	4,126	4,337	4,557	4,788	5,032	5,159	5,288	5,421	5,557	5,696	5,839	5,985	6,135	6,447	173.33
AIR POL STANDARDS OFF III	PF 57	4,337	4,557	4,788	5,032	5,287	5,556	5,696	5,839	5,985	6,135	6,289	6,447	6,609	6,775	7,117	173.33
ANIMAL CONTROL OFFICER	DSA13	2,972	3,124	3,284	3,452	3,628	3,812	3,908	4,006	4,106	4,209	4,315	4,423	4,534	4,648	4,883	173.33
APPRAISAL AIDE	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
APPRAISER I	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
APPRAISER II	PF 27	3,870	4,066	4,272	4,489	4,718	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,350	162.50
APPRAISER III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
ASSESSMENT TECHNICIAN I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
ASSISTANT ASSESSOR	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
ASSISTANT ENGINEER	PF 37	4,957	5,209	5,474	5,751	6,044	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	8,133	173.33
ASSISTANT PLANNER	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
ASSISTANT SHERIFF	MGS20	8,708	9,149	9,612	10,098	10,609	11,146	11,425	11,711	12,004	12,304	12,611	12,926	13,249	13,581	14,269	173.33
ASSOCIATE CIVIL ENGINEER	PF 48	6,509	6,840	7,187	7,551	7,935	8,337	8,546	8,760	8,979	9,204	9,434	9,670	9,912	10,160	10,674	173.33
ASSOCIATE PLANNER	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
ASSOCIATE SURVEYOR	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	173.33
ASST AG COMM/SEALER W & M	MGT52	7,310	7,683	8,074	8,484	8,913	9,366	9,601	9,842	10,089	10,342	10,601	10,867	11,139	11,418	11,991	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,027	7,384	7,759	8,152	8,566	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,525	162.50
ASST CHIEF PROBATION OFF	MGS16	7,886	8,287	8,708	9,149	9,612	10,098	10,350	10,609	10,874	11,146	11,425	11,711	12,004	12,304	12,926	162.50
ASST CLERK/RECORDER	MGT20	5,763	6,056	6,365	6,687	7,027	7,384	7,570	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,459	162.50
ASST DIRECTOR PUBLIC WRKS	MGT38	9,001	9,459	9,938	10,441	10,970	11,525	11,813	12,108	12,411	12,721	13,039	13,365	13,699	14,041	14,752	173.33
ASST TREAS-TAX COLLECTOR	MGT15	5,090	5,349	5,621	5,908	6,208	6,524	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,356	162.50
ASST VETERANS SERV OFF	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50

Attachment: Job Class Table Approved 04.26.22 (8305 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 04/26/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
AUDITOR/APPRAISER II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
AUDITOR/APPRAISER I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
BILNG VIC WIT PRG COR/AD	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
BLDG & GRD MAINT LEADWRKR	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
BLDG & GRD MAINT SERV SUP	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
BLDG & GRD MAINT WORKER I	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
BLDG & GRD MAINT WORKR II	MSC21	3,301	3,470	3,646	3,831	4,027	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,424	162.50
BOOKING CLERK	DSA15	3,124	3,284	3,452	3,628	3,812	4,006	4,106	4,209	4,315	4,423	4,534	4,648	4,764	4,883	5,130	173.33
BUILDING INSPECTOR I	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	162.50
BUILDING INSPECTOR II	MSC33	4,448	4,674	4,912	5,161	5,424	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,298	162.50
BUILDING INSPECTOR III	MSC37	4,912	5,161	5,424	5,699	5,988	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,481	7,668	8,057	162.50
CAO-BUDGET MGMT ANALYST	MGT18	5,483	5,763	6,056	6,365	6,687	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,356	8,566	9,001	162.50
CASE MANAGER	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
CHIEF ANIMAL CONT OFFICER	DSA17	3,284	3,452	3,628	3,812	4,006	4,209	4,315	4,423	4,534	4,648	4,764	4,883	5,005	5,130	5,390	173.33
CHIEF APPRAISER	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	162.50
CHIEF DEP CLK-BRD OF SUPS	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
CHIEF DEP CO CLRK-REC-REG	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
CHIEF DEPUTY DA	MGT35	8,356	8,781	9,227	9,696	10,186	10,702	10,970	11,244	11,525	11,813	12,108	12,411	12,721	13,039	13,699	162.50
CHIEF DPTY PROBATION OFFR	MGS06	6,167	6,476	6,801	7,142	7,505	7,886	8,084	8,287	8,495	8,708	8,926	9,149	9,378	9,612	10,098	162.50
CHIEF PROBATION OFFICER	DH 51	9,573	10,052	10,556	11,085	11,641	12,224	12,530	12,844	13,166	13,496	13,834	14,180	14,535	14,899	15,644	162.50
CHILD SUPPORT SERV DIR	DH 38	8,965	9,419	9,896	10,398	10,925	11,478	11,765	12,060	12,362	12,671	12,988	13,313	13,646	13,987	14,694	162.50
CHILD SUPPORT SUPERVISOR	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
CHILD SUPT ASSISTANT I	MSC10	2,513	2,639	2,773	2,915	3,063	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,128	162.50
CHILD SUPT ASSISTANT II	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
CHILD SUPT SPECIALIST I	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
CHILD SUPT SPECIALIST II	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
CHILD SUPT SPECIALIST III	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
CLINICAL PROGRAM MGR I	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
CLINICAL PROGRAM MGR II	MGT28	7,027	7,384	7,759	8,152	8,566	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,525	162.50
CODE COMPLIANCE OFFICER	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
CONFIDENTIAL LEGAL SPC I	CNF18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
CONFIDENTIAL LEGAL SPC II	CNF22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
CONFIDENTIAL LEGAL SPC III	CNF26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
CONSUMER/FAMILY SUPT COOR	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
CORRECTIONAL CORPORAL	DSS20	4,466	4,693	4,932	5,183	5,446	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	6,976	7,331	173.33
CORRECTIONAL OFFICER	DSS17	4,146	4,357	4,578	4,811	5,056	5,313	5,446	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,806	173.33
COUNSELOR I	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
COUNSELOR II	MSC28	3,928	4,128	4,339	4,559	4,791	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,449	162.50
COUNSELOR III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
COUNSELOR IV	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
COUNTY ADMIN OFFICER	UDH53	12,989	13,647	14,338	15,063	15,825	16,627	17,042	17,469	17,906	18,353	18,811	19,282	19,765	20,259	21,285	162.50

Attachment: Job Class Table Approved 04.26.22 (8305 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 04/26/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
COUNTY COUNSEL	UDH55	13,647	14,338	15,063	15,825	16,627	17,469	17,906	18,353	18,811	19,282	19,765	20,259	20,765	21,285	22,363	162.50
COUNTY LIBRARIAN	DH 32	7,730	8,121	8,532	8,965	9,419	9,896	10,144	10,398	10,658	10,925	11,198	11,478	11,765	12,060	12,671	162.50
COUNTY VETERANS SERV OFF	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
CRISIS RESPONSE LVN	PFA40	5,310	5,579	5,862	6,161	6,473	6,802	6,973	7,149	7,328	7,511	7,699	7,892	8,089	8,291	8,711	162.50
CRISIS RESPONSE PHN/RN	PF 54	8,401	8,822	9,264	9,728	10,215	10,726	10,995	11,270	11,552	11,841	12,138	12,442	12,754	13,073	13,727	162.50
CUSTODIAN	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
DA CHIEF INVESTIGATOR	MGS08	6,476	6,801	7,142	7,505	7,886	8,287	8,495	8,708	8,926	9,149	9,378	9,612	9,852	10,098	10,609	173.33
DA ENFORCEMENT OFFICER	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
DA INVESTIGATOR I	DSS27	5,313	5,582	5,866	6,164	6,477	6,806	6,976	7,152	7,331	7,514	7,702	7,895	8,093	8,295	8,717	173.33
DA INVESTIGATOR II	DSS31	5,866	6,164	6,477	6,806	7,152	7,514	7,702	7,895	8,093	8,295	8,503	8,717	8,936	9,159	9,623	173.33
DEP CLERK-BOARD OF SUP I	CNF18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
DEP CLERK-BOARD OF SUP II	CNF22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
DEPARTMENT SECRETARY	MSC15	2,843	2,988	3,140	3,301	3,470	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,674	162.50
DEPT INF SYSTEMS COORD	PF 43	5,751	6,044	6,350	6,672	7,012	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,434	162.50
DEPUTY AIR POLL CNTRL OFF	MGT50	5,165	5,428	5,704	5,996	6,301	6,622	6,789	6,959	7,133	7,312	7,496	7,684	7,877	8,074	8,484	173.33
DEPUTY CLERK REC REGSTR I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,365	6,687	7,027	7,384	7,759	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	9,938	10,441	162.50
DEPUTY DIR HLTH & HUM SER	MGT35	8,356	8,781	9,227	9,696	10,186	10,702	10,970	11,244	11,525	11,813	12,108	12,411	12,721	13,039	13,699	162.50
DEPUTY DIRECTOR CLINICAL	MGT32	7,759	8,152	8,566	9,001	9,459	9,938	10,186	10,441	10,702	10,970	11,244	11,525	11,813	12,108	12,721	162.50
DEPUTY DIST ATTORNEY I	PF 44	5,896	6,195	6,509	6,840	7,187	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,670	162.50
DEPUTY DIST ATTORNEY II	PF 48	6,509	6,840	7,187	7,551	7,935	8,337	8,546	8,760	8,979	9,204	9,434	9,670	9,912	10,160	10,674	162.50
DEPUTY DIST ATTORNEY III	PF 52	7,187	7,551	7,935	8,337	8,760	9,204	9,434	9,670	9,912	10,160	10,414	10,674	10,941	11,215	11,779	162.50
DEPUTY PROBATION OFFCR I	DSS15	3,945	4,146	4,357	4,578	4,811	5,056	5,183	5,313	5,446	5,582	5,722	5,866	6,013	6,164	6,477	162.50
DEPUTY PROBATION OFFCR II	DSS19	4,357	4,578	4,811	5,056	5,313	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	7,152	162.50
DEPUTY SHERIFF	DSS24	4,932	5,183	5,446	5,722	6,013	6,319	6,477	6,639	6,806	6,976	7,152	7,331	7,514	7,702	8,093	173.33
DEPUTY SHERIFF TRAINEE	FLAT	2,600/month															173.33
DHHS BUDGET ANALYST	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
DHHS OFFICE MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
DIR HEALTH & HUMAN SERV	DH 45	10,658	11,198	11,765	12,362	12,988	13,646	13,987	14,336	14,694	15,063	15,440	15,826	16,223	16,628	17,472	162.50
DIR OF INFORMATION TECH	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
DIR OF PUB WRKS/AIRPT OPR	DH 41	9,655	10,144	10,658	11,198	11,765	12,362	12,671	12,988	13,313	13,646	13,987	14,336	14,694	15,063	15,826	173.33
DIRECTOR BEHAVIORAL HLTH	DH 42	9,896	10,398	10,925	11,478	12,060	12,671	12,988	13,313	13,646	13,987	14,336	14,694	15,063	15,440	16,223	162.50
DIRECTOR OF COMMUNITY DEV	DH 44	10,398	10,925	11,478	12,060	12,671	13,313	13,646	13,987	14,336	14,694	15,063	15,440	15,826	16,223	17,045	162.50
DISPATCHER	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
DISPATCHER SUPERVISOR	DSA28	4,315	4,534	4,764	5,005	5,258	5,525	5,663	5,805	5,950	6,099	6,252	6,408	6,570	6,735	7,078	173.33
DISPATCHER TRAINEE	DSA18	3,367	3,539	3,719	3,908	4,106	4,315	4,423	4,534	4,648	4,764	4,883	5,005	5,130	5,258	5,525	173.33
DPTY DIR CHILD SUPPORT	MGT21	5,908	6,208	6,524	6,854	7,203	7,570	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,696	162.50
ELEC HLTH REC COORDINATOR	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
ELECTRNC HLTH RECORDS MGR	MGT12	4,724	4,965	5,218	5,483	5,763	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,203	7,384	7,759	162.50
ELIGIBILITY SPECIALIST I	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,301	3,470	3,646	3,831	4,027	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,424	162.50

Attachment: Job Class Table Approved 04.26.22 (8305 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 04/26/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ELIGIBILITY SPECIALST III	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
ELIGIBILITY SUPERVISOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
EMERGENCY SERVICES TECH	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
EMP & TRAIN SPECIALIST I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
EMP & TRAIN SPECIALIST II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
EMP & TRAIN SPECIALST III	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
ENGINEER TECH TRAINEE	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
ENGINEER TECHNICIAN I	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	173.33
ENGINEER TECHNICIAN II	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	173.33
ENGINEER TECHNICIAN III	MSC34	4,559	4,791	5,035	5,291	5,560	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,481	173.33
ENV HEALTH AIDE	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
ENV HEALTH MANAGER	MGT27	6,854	7,203	7,570	7,953	8,356	8,781	9,001	9,227	9,459	9,696	9,938	10,186	10,441	10,702	11,244	162.50
ENV HLTH SPECIALIST I	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
ENV HLTH SPECIALIST II	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
ENV HLTH SPECIALIST III	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
EQUIP MAINT SUPERVISOR	MSC35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	173.33
EQUIP MECHANIC	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	173.33
EXTRA HELP	FLAT	Various rates 15.00/hour - 65.00/hour															162.50
FIELD RESEARCH ASSOCIAT	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
FINANCIAL ELIG COORD	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
FISCAL ADMIN OFFICER	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	162.50
FISCAL ADMIN OFFICER - AG	MGT51	5,564	5,848	6,148	6,460	6,789	7,133	7,312	7,496	7,684	7,877	8,074	8,276	8,484	8,697	9,137	173.33
FISCAL PROGRAM ANALYST	MSC31	4,232	4,448	4,674	4,912	5,161	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,946	162.50
HEALTH EDUCATOR	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
HEALTH PRG SPECIALIST I	PF 26	3,775	3,967	4,168	4,379	4,603	4,836	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,195	162.50
HEALTH PRG SPECIALIST II	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
HEALTH PRG SPECIALIST III	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
HEALTH PRG SPECIALIST SUP	PF 40	5,340	5,611	5,896	6,195	6,509	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,760	162.50
HEAVY EQUIP MECHANIC	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	173.33
HUMAN RESOURCE ANALYST	CNF35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	162.50
HUMAN RESOURCE TECHNICIAN	CNF23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,325	8,746	9,190	9,656	10,145	10,659	10,926	11,199	11,479	11,766	12,061	12,363	12,672	12,989	13,647	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,128	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,776	162.50
INFO SYSTEMS ANALYST	MSC35	4,674	4,912	5,161	5,424	5,699	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,298	7,668	162.50
INFORMATION SYSTEMS TECH	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
LEAD CUSTODIAN	MSC12	2,639	2,773	2,915	3,063	3,219	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,339	162.50
LEAD TRANSIT SPECIALIST	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	173.33
LEGAL ADMINISTRATIVE ASST	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
LEGAL SPECIALIST I	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
LEGAL SPECIALIST II	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
LEGAL SPECIALIST III	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	162.50
LIBRARIAN	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50

Attachment: Job Class Table Approved 04.26.22 (8305 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 04/26/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
LIBRARY ASSISTANT I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
LIBRARY ASSISTANT II	MSC12	2,639	2,773	2,915	3,063	3,219	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,339	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,247	4,463	4,690	4,928	5,180	5,443	5,579	5,719	5,862	6,010	6,161	6,315	6,473	6,636	6,973	162.50
LICENSED VOCATIONAL NURSE	PFA26	3,753	3,943	4,143	4,353	4,575	4,808	4,928	5,053	5,180	5,310	5,443	5,579	5,719	5,862	6,161	162.50
LIEUTENANT	MGS10	6,801	7,142	7,505	7,886	8,287	8,708	8,926	9,149	9,378	9,612	9,852	10,098	10,350	10,609	11,146	173.33
LITERACY PROGRAM COORDINA	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
MARKETING & ADMIN SPECIAL	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
MEDICAL BILLING SPEC	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	162.50
MENTAL HEALTH SPECIALIST	PF 28	3,967	4,168	4,379	4,603	4,836	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,509	162.50
MENTAL HLTH CLINICAL SUPV	MGT18	5,483	5,763	6,056	6,365	6,687	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,356	8,566	9,001	162.50
MHSA COORD GRANT WRITER	PF 29	4,066	4,272	4,489	4,718	4,957	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,672	162.50
MHSA FAMILY FACILITATOR	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
MHSA FAMILY SPECIALIST	PF 32	4,379	4,603	4,836	5,081	5,340	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,187	162.50
MIGRANT HSG CARETAKER I	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
MIGRANT HSG CARETAKER II	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
MIGRANT HSG OPERATIONS SUP\	MSC25	3,646	3,831	4,027	4,232	4,448	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,988	162.50
MOBILE COMP LAB AST/DRIVR	MSC05	2,221	2,333	2,450	2,573	2,705	2,843	2,915	2,988	3,063	3,140	3,219	3,301	3,384	3,470	3,646	162.50
NURSING SUPERVISOR	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
OFFICE ASSISTANT I	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
OFFICE ASSISTANT II	MSC13	2,705	2,843	2,988	3,140	3,301	3,470	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,448	162.50
OFFICE ASSISTANT II-AG	MSC43	2,885	3,030	3,182	3,342	3,510	3,686	3,779	3,874	3,971	4,071	4,173	4,278	4,385	4,495	4,720	173.33
OFFICE ASSISTANT SUPERVIS	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	162.50
OFFICE MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	162.50
OPERATIONS SUPERVISOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	173.33
PARENT PARTNER	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
PARKS AND REC ATTENDANT	MSC17	2,988	3,140	3,301	3,470	3,646	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,912	173.33
PARKS AND REC LEADWORKER	MSC19	3,140	3,301	3,470	3,646	3,831	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,161	173.33
PAYROLL SPECIALIST	CNF32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	162.50
PEER SUPPORT SPECIALIST	MSC10	2,513	2,639	2,773	2,915	3,063	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	3,928	4,128	162.50
PERMIT TECHNICIAN	MSC23	3,470	3,646	3,831	4,027	4,232	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,699	162.50
PLNG COMMISSIONERS	FLAT	50.00/meeting															162.50
PROBATION ASSISTANT	DSS01	2,793	2,935	3,083	3,238	3,401	3,572	3,662	3,754	3,848	3,945	4,044	4,146	4,250	4,357	4,578	162.50
PROGRAM MANAGER I	MGT23	6,208	6,524	6,854	7,203	7,570	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,696	10,186	162.50
PROGRAM MANAGER II	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
PSYCHIATRIST	PF 53	22,331	23,449	24,623	25,856	27,149	28,507	29,220	29,951	30,701	31,469	32,257	33,064	33,891	34,739	36,477	162.50
PUBLIC AUTHORITY SERV MGR	PF 36	4,836	5,081	5,340	5,611	5,896	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,935	162.50
PUBLIC HEALTH ASSISTANT	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50
PUBLIC HEALTH NURSE I	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
PUBLIC HEALTH NURSE II	PF 42	5,611	5,896	6,195	6,509	6,840	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	9,204	162.50
PUBLIC HEALTH NURSE III	PF 46	6,195	6,509	6,840	7,187	7,551	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,434	9,670	10,160	162.50
PUBLIC WORKS PROGRAM MGR	PF 39	5,209	5,474	5,751	6,044	6,350	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,546	173.33
PUBLIC WORKS SUPERVISOR	MSC32	4,339	4,559	4,791	5,035	5,291	5,560	5,699	5,842	5,988	6,138	6,292	6,449	6,611	6,776	7,120	173.33

Attachment: Job Class Table Approved 04.26.22 (8305 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 04/26/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
PUBLIC WORKS SUPT	MGT16	5,218	5,483	5,763	6,056	6,365	6,687	6,854	7,027	7,203	7,384	7,570	7,759	7,953	8,152	8,566	173.33
PURCHASING COORDINATOR	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	162.50
PURCHASING TECHNICIAN	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
QUALITY ASSURANCE COOR II	PF 46	6,195	6,509	6,840	7,187	7,551	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,434	9,670	10,160	162.50
QUALITY ASSURANCE COORD I	PF 44	5,896	6,195	6,509	6,840	7,187	7,551	7,741	7,935	8,133	8,337	8,546	8,760	8,979	9,204	9,670	162.50
REGISTERED NURSE	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
ROAD MAINT LEADWORKER	MSC29	4,027	4,232	4,448	4,674	4,912	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,138	6,292	6,611	173.33
ROAD MAINT WORKER I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	173.33
ROAD MAINT WORKER II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
ROAD MAINT WORKER III	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
ROAD MAINT WORKER IV	MSC26	3,737	3,928	4,128	4,339	4,559	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	6,138	173.33
SAFETY OFF-ASST RISK MGR	PFA36	4,808	5,053	5,310	5,579	5,862	6,161	6,315	6,473	6,636	6,802	6,973	7,149	7,328	7,511	7,892	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,559	4,791	5,035	5,291	5,560	5,842	5,988	6,138	6,292	6,449	6,611	6,776	6,946	7,120	7,481	162.50
SERGEANT	DSS31	5,866	6,164	6,477	6,806	7,152	7,514	7,702	7,895	8,093	8,295	8,503	8,717	8,936	9,159	9,623	173.33
SHERIFF'S CHIEF DEPUTY	MGS14	7,505	7,886	8,287	8,708	9,149	9,612	9,852	10,098	10,350	10,609	10,874	11,146	11,425	11,711	12,304	173.33
SHERIFF'S CLERK	DSA02	2,267	2,381	2,501	2,627	2,760	2,899	2,972	3,047	3,124	3,203	3,284	3,367	3,452	3,539	3,719	173.33
SHERIFF'S RECORD CLERK	DSA11	2,828	2,972	3,124	3,284	3,452	3,628	3,719	3,812	3,908	4,006	4,106	4,209	4,315	4,423	4,648	173.33
SHERIFF'S TECHNICIAN	DSA22	3,719	3,908	4,106	4,315	4,534	4,764	4,883	5,005	5,130	5,258	5,390	5,525	5,663	5,805	6,099	173.33
SOCIAL SERV SUP & PUB GRD	PF 33	4,489	4,718	4,957	5,209	5,474	5,751	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,367	162.50
SOCIAL SERVICES ASSISTANT	MSC20	3,219	3,384	3,557	3,737	3,928	4,128	4,232	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,291	162.50
SOCIAL WORKER I	PF 23	3,505	3,683	3,870	4,066	4,272	4,489	4,603	4,718	4,836	4,957	5,081	5,209	5,340	5,474	5,751	162.50
SOCIAL WORKER II	PF 27	3,870	4,066	4,272	4,489	4,718	4,957	5,081	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,350	162.50
SOCIAL WORKER III	PF 31	4,272	4,489	4,718	4,957	5,209	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,672	7,012	162.50
SOCIAL WORKER IV	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
SOCIAL WORKER SUP I	PF 37	4,957	5,209	5,474	5,751	6,044	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	8,133	162.50
SOCIAL WORKER SUP II	PF 40	5,340	5,611	5,896	6,195	6,509	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,760	162.50
SPECIAL PROSECUTOR	PF 54	8,401	8,822	9,264	9,728	10,215	10,726	10,995	11,270	11,552	11,841	12,138	12,442	12,754	13,073	13,727	162.50
SR DPTY COUNTY COUNSEL	MGT41	9,696	10,186	10,702	11,244	11,813	12,411	12,721	13,039	13,365	13,699	14,041	14,392	14,752	15,121	15,886	162.50
STAFF SERVICES ANALYST I	PF 29	4,066	4,272	4,489	4,718	4,957	5,209	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,672	162.50
STAFF SERVICES ANALYST II	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
STAFF SERVICES MANAGER	MGT29	7,203	7,570	7,953	8,356	8,781	9,227	9,459	9,696	9,938	10,186	10,441	10,702	10,970	11,244	11,813	162.50
SUPERVISING ASSESMNT TECH	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
SUPERVISING PROBATION OFF	DSS25	5,056	5,313	5,582	5,866	6,164	6,477	6,639	6,806	6,976	7,152	7,331	7,514	7,702	7,895	8,295	162.50
SYSTEM SUPPORT ANALYST	MSC27	3,831	4,027	4,232	4,448	4,674	4,912	5,035	5,161	5,291	5,424	5,560	5,699	5,842	5,988	6,292	162.50
THERAPIST I	PF 34	4,603	4,836	5,081	5,340	5,611	5,896	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,551	162.50
THERAPIST II	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
THERAPIST III	PF 42	5,611	5,896	6,195	6,509	6,840	7,187	7,367	7,551	7,741	7,935	8,133	8,337	8,546	8,760	9,204	162.50
TIME-MATERIAL & SFTY ASST	MSC24	3,557	3,737	3,928	4,128	4,339	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,424	5,560	5,842	173.33
TOBACCO CONT PROJ DIR	PF 30	4,168	4,379	4,603	4,836	5,081	5,340	5,474	5,611	5,751	5,896	6,044	6,195	6,350	6,509	6,840	162.50
TRAFFIC CONT TECH I	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	173.33
TRAFFIC CONT TECH II	MSC22	3,384	3,557	3,737	3,928	4,128	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,161	5,291	5,560	173.33
TRANSFER ANALYST	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	162.50

Attachment: Job Class Table Approved 04.26.22 (8305 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 0
Board Revision Date: 04/26/22

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
TRANSIT DRIVER	MSC16	2,915	3,063	3,219	3,384	3,557	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,791	173.33
TRANSIT MANAGER	MGT10	4,498	4,724	4,965	5,218	5,483	5,763	5,908	6,056	6,208	6,365	6,524	6,687	6,854	7,027	7,384	173.33
VICTIM WITNESS ADV I	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
VICTIM WITNESS ADV II	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50
VICTIM WITNESS PRG MGR	PF 38	5,081	5,340	5,611	5,896	6,195	6,509	6,672	6,840	7,012	7,187	7,367	7,551	7,741	7,935	8,337	162.50
VOCATIONAL ASSISTANT	MSC09	2,450	2,573	2,705	2,843	2,988	3,140	3,219	3,301	3,384	3,470	3,557	3,646	3,737	3,831	4,027	162.50
WATER RESOURCE MANAGER	MGT22	6,056	6,365	6,687	7,027	7,384	7,759	7,953	8,152	8,356	8,566	8,781	9,001	9,227	9,459	9,938	162.50
WATER SYSTEMS OPERATOR	PF 35	4,718	4,957	5,209	5,474	5,751	6,044	6,195	6,350	6,509	6,672	6,840	7,012	7,187	7,367	7,741	162.50
WELFARE FRAUD INV I	DSS18	4,250	4,466	4,693	4,932	5,183	5,446	5,582	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,976	173.33
WELFARE FRAUD INV II	DSS20	4,466	4,693	4,932	5,183	5,446	5,722	5,866	6,013	6,164	6,319	6,477	6,639	6,806	6,976	7,331	173.33
WORK CREW SUPERVISOR	MSC14	2,773	2,915	3,063	3,219	3,384	3,557	3,646	3,737	3,831	3,928	4,027	4,128	4,232	4,339	4,559	162.50
WORK PROGRAM COORDINATOR	MSC18	3,063	3,219	3,384	3,557	3,737	3,928	4,027	4,128	4,232	4,339	4,448	4,559	4,674	4,791	5,035	162.50

TABLE UPDATES

10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
07/01/16 ELE19 5% increase (POST incentive eliminated)
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Table Approved 04.26.22 (8305 : Adopt Revised Job Class Table as Required by

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Auditor

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: **April 26, 2022**

DEPARTMENT: **Community Development Department**

FROM: **Kent Johanns**

SUBJECT: **Recordation of Parcel Map #19-1-1**

Adopt a Resolution authorizing recordation of Parcel Map #19-1-1 for Larjer, Inc. and authorize the Surveyor to record the private road maintenance agreement concurrently with Parcel Map #19-1-1.

Detailed Description/Background of Request

On May 1, 2019 the Planning Commission adopted Resolution No. 19-004 which recommended that the Board of Supervisors adopt a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program and approve Zoning Amendment #19-1-1 and Tentative Parcel Map #19-1-1. These actions would approve a rezoning of an 8.41± acre parcel from the Rural Residential 5-acre minimum parcel size to the Rural Residential 2-acre minimum parcel size and a subdivision of the parcel into four parcels (Parcel 1 - 2.02± acres, Parcel 2 - 2.11± acres, Parcel 3 - 2.16± acres and Parcel 4 - 2.12± acres).

On June 25, 2019 the Board of Supervisors adopted Ordinance No. 800 which approved the rezoning of the parcel under Zoning Amendment #19-1-1, approved Resolution No. 19-031 which approved the Tentative Parcel Map #19-1-1, and adopted the accompanying CEQA documentation.

The project site is located west of the Walnut Ranch Subdivision at the end of Sanborn Drive adjacent to the southern portion of the City of Colusa.

General Plan and Zoning

The project site has a General Plan Land Use Designation of Rural Residential (RR) and Zoning Classification of Rural Residential two-acre minimum parcel size (RR-2). The minimum parcel size for land division within areas designated and classified as such is 2 acres. The proposed parcels are above the minimum parcel size. The parcels created by this map cannot be further subdivided.

Surrounding Land Use and Compatibility

The project site is currently vacant with residential uses (1/3 acre lots on septic tanks) located to the east, rural residential lots located to the south (ranging in size from 0.9 acres to 3 acres) and agricultural uses to west and north. The project is considered to be compatible with the agricultural land uses to the north and west given the large parcel sizes. The project can also be considered compatible with the large lot residential uses to the east in that it provides a more rural transition to the agricultural uses to the west and north. The properties to the south are currently developed as rural residential uses.

A resolution authorizing the recordation of the final Parcel Map is now before the Board for its consideration. The County Surveyor and Planning staff have reviewed the proposed final Parcel Map and have found it to be consistent with State law, the County's Subdivision Ordinance, and the map's conditions of approval.

Private Road Maintenance Agreement

The access to the four parcels created by the final Parcel Map will be by a private road starting from the terminus Sanborn Drive. A Private Road Maintenance Agreement is attached and has been approved by Public Works pursuant to the conditions of approval

Prior Board Action

On June 25, 2019 the Board of Supervisors adopted Ordinance No. 800 which approved the rezoning of the parcel and also approved Resolution No. 19-031 which approved the Tentative Parcel Map #19-1-1.

Fiscal Impact/Funding Source

Staff has not identified any fiscal impact to the County as a result of the parcel map recordation. Cash security in the amount of $2,550.18 has been received for the prepayment of taxes which are a lien but not yet payable by the Colusa County Tax Collector's office as evidenced by Deposit Receipt #203242.

Action for the Clerk

Execute Resolution and notify County Surveyor, that the delivered Parcel Map is ready to be recorded.

ATTACHMENTS:

- Board Resolution Approving Parcel Map #19-1-1 (DOC)
- Exhibit "A" Final Parcel Map #19-1-1 Larjer, Inc. (PDF)
- Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (PDF)
- Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (PDF)

- Board Resolution No. 19-031 Adopting MND/MMRP and Approving TPM #19-1-1 (PDF)
- Board Ordinance #800 Approving Rezone #19-1-1 (PDF)
- Signed Road Maintenance Agreement TPM #19-1-1 (PDF)
- Larjer Tax Prepay Parcel Map TPM #19-1-1 (PDF)

RESOLUTION NO. 22-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE RECORDATION OF PARCEL MAP #19-1-1

WHEREAS, the Board of Supervisors approved Zoning Amendment #19-1-1 pursuant to Ordinance #800 and approved Tentative Parcel Map #19-1-1 pursuant to Resolution #19-031 on June 25, 2019; and

WHEREAS, Parcel Map No. 19-1-1 attached hereto as Exhibit "A" has been determined to be in compliance with the County Subdivision Ordinance and the California State Map Act by the County Surveyor; and

WHEREAS, the County Surveyor and County Planning Unit have reviewed said Parcel Map and have determined it to be in compliance with the conditions imposed for approval by the Colusa County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that Parcel Map #19-1-1 attached hereto as Exhibit "A" is approved for recordation.

PASSED AND ADOPTED this 26th day of April, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Board Resolution Approving Parcel Map #19-1-1 (8261 : Resolution for PM #19-1-1)

Exhibit "A"

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, BEING THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARIES AS SHOWN ON THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME.

LARJER, INC., A CALIFORNIA CORPORATION

GERALD MESCHER, PRESIDENT

LARRY K. GRAHAM, VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Yuba

ON Sept 9, 2021, BEFORE ME, Anne E Gomes, NOTARY PUBLIC, PERSONALLY APPEARED GERALD MESCHER, WHO PROVED TO ME ON BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE:
COMMISSION EXPIRES 9-24-2023

COMMISSION NO. 2306590
COUNTY OF Sutter

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Yuba

ON Sept 9, 2021, BEFORE ME, Anne E Gomes, NOTARY PUBLIC, PERSONALLY APPEARED LARRY K. GRAHAM, WHO PROVED TO ME ON BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE:
COMMISSION EXPIRES 9-24-2023

COMMISSION NO. 2306590
COUNTY OF Sutter

COLUSA COUNTY TAX COLLECTOR'S CERTIFICATE

I, DANIEL A. CHARTER, TAX COLLECTOR FOR THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS OF UNPAID COUNTY OR SPECIAL DISTRICT TAXES AGAINST ANY OF THE LANDS SHOWN ON THE ACCOMPANYING PARCEL MAP, EXCEPT FOR TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE. TAXES OR SPECIAL ASSESSMENTS WHICH ARE A LIEN BUT NOT YET PAYABLE, I ESTIMATE TO BE IN THE AMOUNT OF $ 2,550.18.

AP# 015-380-002

DATED THIS 23 DAY OF February, 2022.

DANIEL A. CHARTER
COUNTY OF COLUSA

TAX COLLECTOR
STATE OF CALIFORNIA

CONDITIONS OF APPROVAL:

THE CONDITIONS OF APPROVAL FOR THE DEVELOPMENT OF THE PARCELS CREATED PER THIS PARCEL MAP SHALL BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS APPROVED BY THE PLANNING COMMISSION ON MAY 1, 2019 PER RESOLUTION 19-004 AND ARE ON FILE WITH THE COLUSA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT. DEVELOPMENT OF THE PARCELS IS ALSO SUBJECT TO THE STANDARDS OF THE RURAL RESIDENTIAL (RR-2) ZONING DESIGNATION PER COUNTY CODE SECTION 44-2.30.20.

NOTE:
FUTURE PROPERTY OWNERS MAY BE AFFECTED BY THE COLUSA COUNTY'S RIGHT TO FARM ORDINANCE WHICH REQUIRES THAT A SELLER OF REAL PROPERTY IN COLUSA COUNTY SHALL DISCLOSE TO ALL PURCHASERS THAT THE PROPERTY MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM AGRICULTURAL USES AND THAT ALL PURCHASERS SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCE OR DISCOMFORT AS NORMAL AND NECESSARY TO FARM OPERATIONS.

OTHER INTERESTS:

1. REGULATIONS, LEVIES, LIENS AND ASSESSMENTS, IF ANY, OF SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT.
2. AGREEMENT FOR MAINTENANCE REPAIR EXECUTED BY WALNUT RANCH WATER COMPANY, A CORPORATION AND NEVIS INDUSTRIES, INC., A CORPORATION, RECORDED MARCH 13, 1978 IN BOOK 457 OF OFFICIAL RECORDS AT PAGE 235.
3. AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED FOR IRRIGATION PIPELINE GRANTED TO DAVID W. HOBLIT, ET UX, IN THT CERTAIN DOCUMENT RECORDED ON AUGUST 27, 1982 IN BOOK 520 OF OFFICIAL RECORDS AT PAGE 636.
4. AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS SHOWN ON FILED MAP FOR ROAD, AFFECTS THE WESTERLY 30 FEET.
5. AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED FOR ROAD, INGRESS AND UTILITIES GRANTED TO DEBBY L. BELL IN THAT CERTAIN DOCUMENT RECORDED ON SEPTEMBER 2, 2003 AS DOCUMENT NUMBER 2003-004749. AFFECTS THE SOUTHERLY 30 FEET.
6. AN EASEMENT OR RIGHT OF WAY WHICH MAY BE APPURTENANT TO SAID LANDS DISCLOSED BY DEED RECORDED DECEMBER 22, 1911 IN BOOK 75 OF DEEDS AT PAGE 153.

BOARD OF SUPERVISOR'S CERTIFICATE

I, WENDY G. TYLER, CLERK TO THE BOARD OF SUPERVISORS, DO HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF SAID COUNTY OF COLUSA, STATE OF CALIFORNIA, HAVE ON THIS ____ DAY OF _____, 2021, APPROVED THE PARCEL MAP FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED "TENTATIVE" PARCEL MAP HERETOFORE FILED AND APPROVED BY THE COLUSA COUNTY PLANNING COMMISSION ON MAY 1, 2019,
I HEREBY ACKNOWLEDGE THE RECEIPT OF SATISFACTORY SECURITY IN THE COLUSA COUNTY TAX COLLECTOR'S ESTIMATED AMOUNT OF $_____ TO INSURE PAYMENT OF TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE.

WENDY G. TYLER, CLERK TO THE BOARD OF SUPERVISORS
COUNTY OF COLUSA, STATE OF CALIFORNIA

DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LARRY GRAHAM ON NOVEMBER 5, 2019.
I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. THE MONUMENTS ARE OF THE CHARACTER SHOWN, AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

GERALD W. WHITE PLS 3653

LICENSED LAND SURVEYOR — GERALD W. WHITE — No. 3653 — STATE OF CALIFORNIA

8/31/21
DATE

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY DIRECTION AND SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I HEREBY STATE THAT THIS PARCEL MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE TIME OF TENTATIVE MAP APPROVAL AND I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DARYL K. PRIDE PLS 9150

LICENSED LAND SURVEYOR — DARYL K. PRIDE — No. 9150 — STATE OF CALIFORNIA

2/23/2022
DATE

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2021, AT _____ __.M. IN BOOK __ OF PARCEL MAPS AT PAGE ____ AT THE REQUEST OF GERALD W. WHITE.

FEE: $_____

FILE NO. _____-_____

ROSE GALLO VASQUEZ - COUNTY RECORDER

BY: _____
DEPUTY

PARCEL MAP NO. 19-1-1

SHOWING A PARCEL DIVISION
WITHIN A PORTION OF
PARCEL 4, BK. 2, PARCEL MAPS, PG. 186,
SECTION 31, T. 16 N., R. 1 W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA

FOR

LARJER INC., a California Corporation

BY

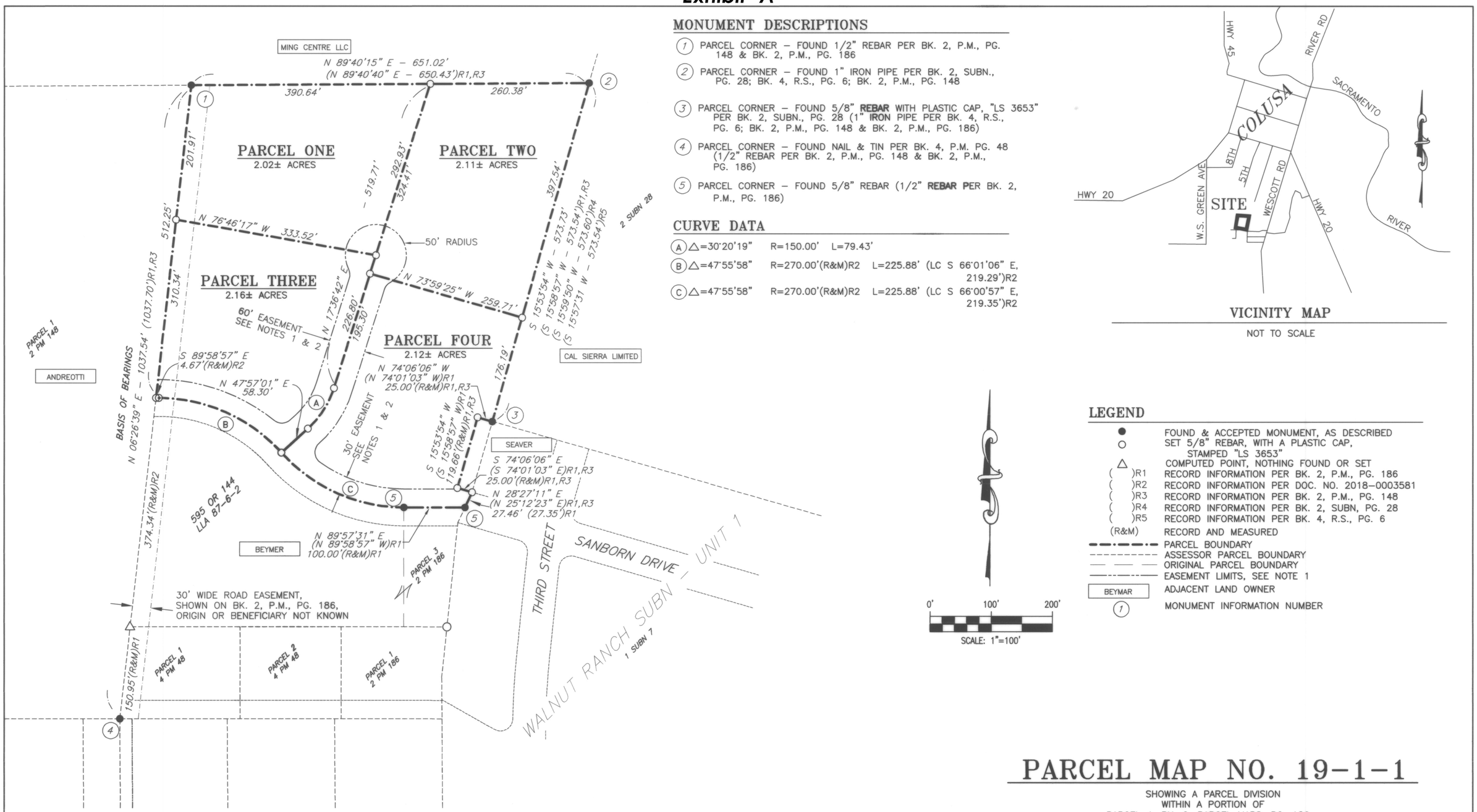
California Engineering Company, Inc.
Landon Division
510 WEST WOOD STREET
WILLOWS, CA 95988
(530) 934-7055
JULY, 2021

JOB NO. 18-225

SHEET 1 OF 2

Attachment: Exhibit "A" Final Parcel Map #19-1-1 Larjer, Inc. (8261 : Resolution for PM #19-1-1)

Exhibit "A"



MONUMENT DESCRIPTIONS

(1) PARCEL CORNER – FOUND 1/2" REBAR PER BK. 2, P.M., PG. 148 & BK. 2, P.M., PG. 186

(2) PARCEL CORNER – FOUND 1" IRON PIPE PER BK. 2, SUBN., PG. 28; BK. 4, R.S., PG. 6; BK. 2, P.M., PG. 148

(3) PARCEL CORNER – FOUND 5/8" **REBAR** WITH PLASTIC CAP, "LS 3653" PER BK. 2, SUBN., PG. 28 (1" **IRON** PIPE PER BK. 4, R.S., PG. 6; BK. 2, P.M., PG. 148 & BK. 2, P.M., PG. 186)

(4) PARCEL CORNER – FOUND NAIL & TIN PER BK. 4, P.M. PG. 48 (1/2" REBAR PER BK. 2, P.M., PG. 148 & BK. 2, P.M., PG. 186)

(5) PARCEL CORNER – FOUND 5/8" REBAR (1/2" **REBAR P**ER BK. 2, P.M., PG. 186)

CURVE DATA

(A)	△=30°20'19"	R=150.00'	L=79.43'
(B)	△=47°55'58"	R=270.00'(R&M)R2	L=225.88' (LC S 66°01'06" E, 219.29')R2
(C)	△=47°55'58"	R=270.00'(R&M)R2	L=225.88' (LC S 66°00'57" E, 219.35')R2

VICINITY MAP

NOT TO SCALE

LEGEND

●	FOUND & ACCEPTED MONUMENT, AS DESCRIBED
○	SET 5/8" REBAR, WITH A PLASTIC CAP, STAMPED "LS 3653"
△	COMPUTED POINT, NOTHING FOUND OR SET
( )R1	RECORD INFORMATION PER BK. 2, P.M., PG. 186
( )R2	RECORD INFORMATION PER DOC. NO. 2018–0003581
( )R3	RECORD INFORMATION PER BK. 2, P.M., PG. 148
( )R4	RECORD INFORMATION PER BK. 2, SUBN, PG. 28
( )R5	RECORD INFORMATION PER BK. 4, R.S., PG. 6
(R&M)	RECORD AND MEASURED
	PARCEL BOUNDARY
	ASSESSOR PARCEL BOUNDARY
	ORIGINAL PARCEL BOUNDARY
	EASEMENT LIMITS, SEE NOTE 1
BEYMAR	ADJACENT LAND OWNER
(1)	MONUMENT INFORMATION NUMBER

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF PARCEL FOUR, BOOK 2 OF PARCEL MAPS AT PAGE 186, SHOWN AS AS "N 00°26'39" E".

RECORD REFERENCES

DOCUMENT NUMBER 2018–0003581
BOOK 1, RECORD OF SURVEYS, PAGE 118

BOOK 2, PARCEL MAPS, PAGE 186
BOOK 2, PARCEL MAPS, PAGE 148
BOOK 4, PARCEL MAPS, PAGE 48

BOOK 1, SUBDIVISIONS, PAGE 7
BOOK 2, SUBDIVISIONS, PAGE 28

NOTES

1. EASEMENT, AS SHOWN, FOR INGRESS, EGRESS, PUBLIC UTLITY AND DRAINAGE PURPOSES FOR THE BENEFIT OF PARCELS ONE, TWO, THREE AND FOUR TO BE CREATED WITH THE FILING OF THIS PARCEL MAP.
2. PARCELS 1 THROUGH 4 OF THIS PARCEL MAP ARE SUBJECT TO A ROAD MAINTENANCE AGREEMENT FOR THE PRIMARY ACCESS ROAD TO BE CONSTRUCTED PRIOR TO ISSUANCE OF BUILDING PERMITS. A DRAFT COPY OF SAID AGREEMENT IS ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT.

PARCEL MAP NO. 19–1–1

SHOWING A PARCEL DIVISION
WITHIN A PORTION OF
PARCEL 4, BK. 2, PARCEL MAPS, PG. 186,
SECTION 31, T. 16 N., R. 1 W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA

FOR

LARJER INC., a California Corporation

BY

California Engineering Company, Inc.
Landon Division
510 WEST WOOD STREET
WILLOWS, CA 95988
(530) 934–7055

JULY, 2021

JOB NO. 18–225 SHEET 2 OF 2

Attachment: Exhibit "A" Final Parcel Map #19-1-1 Larjer, Inc. (8261 : Resolution for PM #19-1-1)

RESOLUTION 19 - 004

A RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION RECOMMENDING ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF A ZONING AMENDMENT (ZA #19-1-1) AND A TENTATIVE PARCEL MAP (TPM #19-1-1) FOR THE SUBDIVISION OF AN 8.4± ACRE PARCEL (015-380-002) INTO FOUR 2.1± ACRE PARCELS

WHEREAS, on January 10, 2019 an application was filed by Larjer, Inc. (Larry Graham) requesting a zoning amendment to an 8.4± acre parcel so it could be subdivided through a tentative parcel map;

WHEREAS, said application requests changing an 8.4± acre parcel, Assessor Parcel Number (APN) 015-380-002 ("Property"), from Rural Residential (RR-5) zoning to Rural Residential (RR-2) zoning as shown on Exhibits "A", "B" and "C" to this Resolution ("ZA #19-1-1");

WHEREAS, said application requests approval of a Tentative Parcel Map ("TPM #19-1-1") to subdivide the existing 8.4± acre Property into a 2.1± acre parcel (Parcel #1), a second 2.1± acre parcel (Parcel #2), a third 2.1± acre parcel (Parcel #3) and a fourth 2.1± acre parcel (Parcel #4);

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and has prepared an Initial Study and as a result of the analysis of the Initial Study prepared a proposed Mitigated Negative Declaration under CEQA for the proposed project;

WHEREAS, a Notice of Intent to adopt the proposed Mitigated Negative Declaration and a Public Hearing Notice for the proposed Tentative Parcel Map was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on the proposed Zoning Amendment (ZA #19-1-1), and Tentative Parcel Map (TPM #19-1-1) for the Property as shown on Exhibits "A", "B" and "C" attached to this resolution; and

WHEREAS, during said hearing, the Planning Commission considered the requested applications, the Planning Unit staff report, and all comments and evidence submitted into evidence at the hearing and staff's proposed environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, based on its analysis of all evidence and testimony considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the

Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (8261 : Resolution for PM #19-1-1)

health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be unreasonably incompatible with surrounding land uses with the incorporation of mitigation measures identified in the Initial Study.

3. The project is in a zoning classification conditionally suitable for the proposed use.

4. The configuration of the parcels and improvement of the property will not conflict with easements, access through, or use of the property.

5. Approval of this project will not be detrimental to the public health, safety and welfare, with compliance of the required conditions and mitigation measures.

6. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Rural Residential (RR) land use designation.

7. The project is consistent with the Colusa County Zoning Ordinance's Rural Residential (RR-2) regulations.

8. The project will not have a significant impact on cultural or historic resources with implementation of the mitigation measures and conditions of approval presented in Exhibit D.

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a Mitigated Negative Declaration with Mitigation Measures and in doing so:

   A. Find that the Initial Study was completed in accordance with the California Environmental Quality Act; and the study identified potential significant environmental effects and includes appropriate Mitigation Measures attached as Exhibit A that would mitigate such effects to a level less than significant.

   B. Find the Mitigated Negative Declaration reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass Zoning Amendment, ZA #19-1-1 as shown on Exhibit "A" and Exhibit "B" prepared by the Colusa County Community Development staff, and approve the Tentative Parcel Map, TPM #19-1-1 as shown on Exhibit "C" prepared by the California Engineering Company dated January 10, 2019 attached to the Planning Commission staff report of May 1, 2019 and on file with the Colusa County Community Development Department.

Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (8261 : Resolution for PM #19-1-1)

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 1st day of May 2019, by the following vote:

AYES: Commissioners Barry Morrell, Dave Mccullough, Don Parsons, and Gail Beduhn.

NOES: None.

ABSENT: None.

Gail Bedhun, Chairman
Planning Commission

ATTEST: Greg Plucker
Secretary to the Planning Commission
Director of the Community Development Department

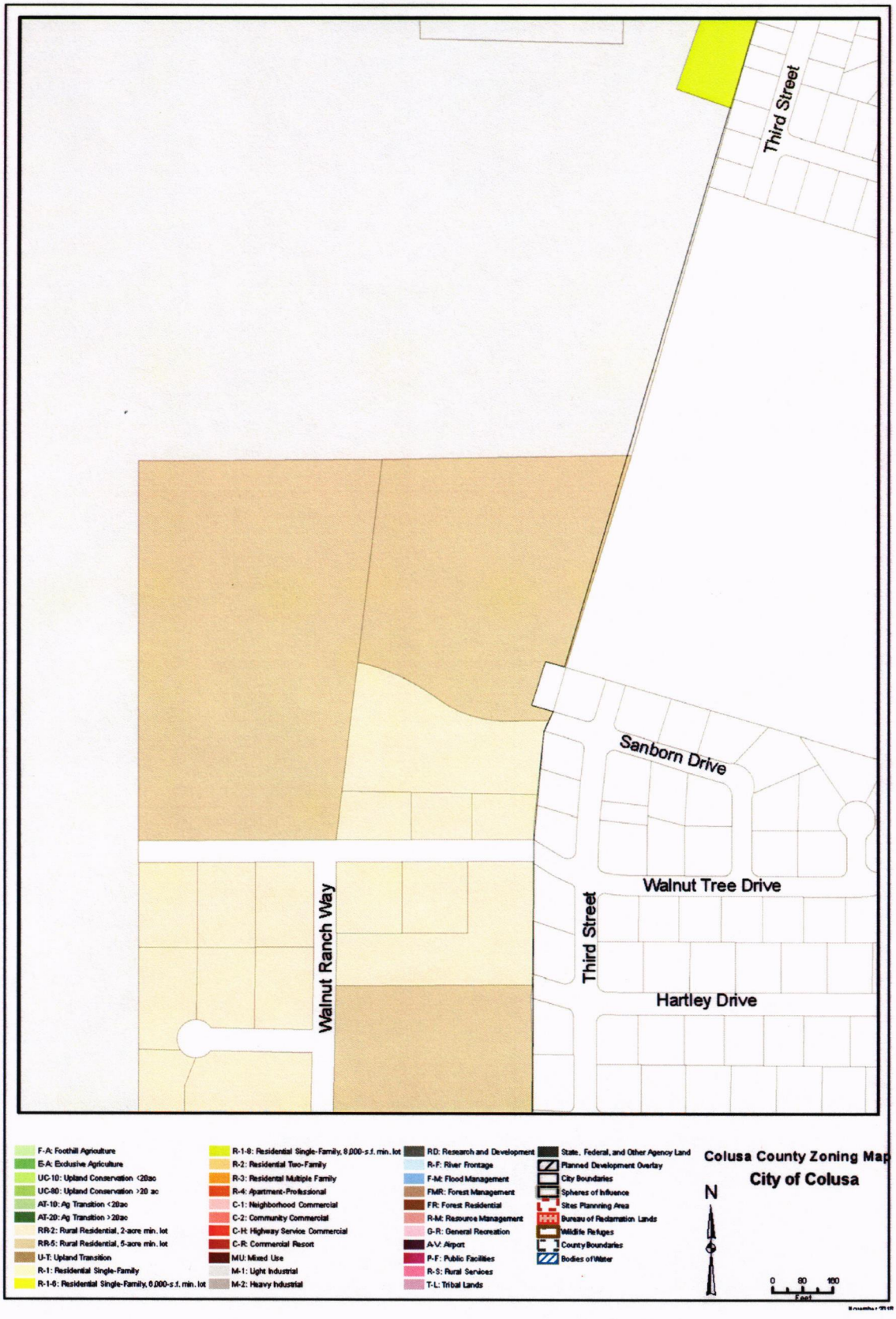
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

Marcos Kropf, County Counsel

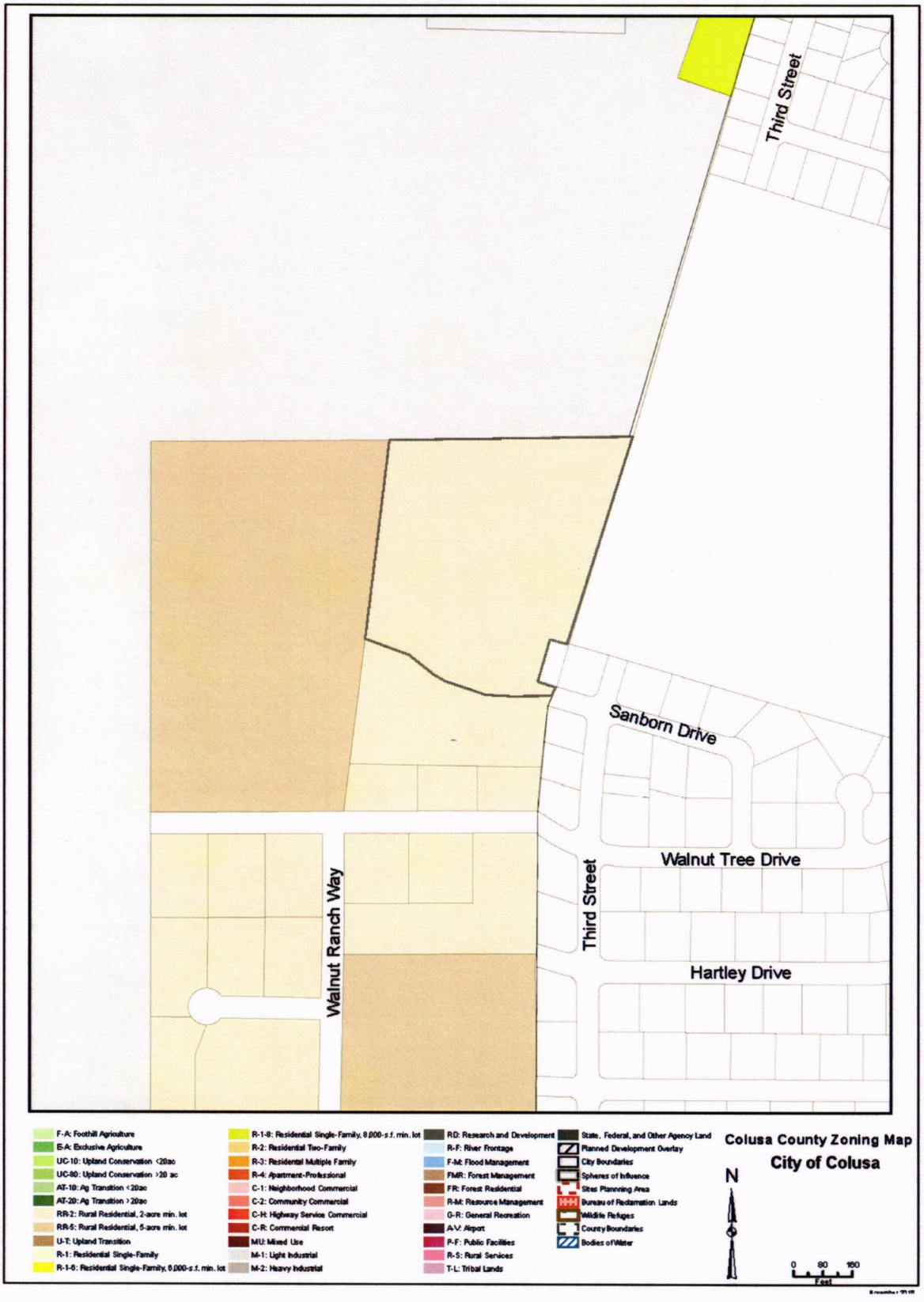
Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (8261 : Resolution for PM #19-1-1)

Exhibit A
Existing Zoning



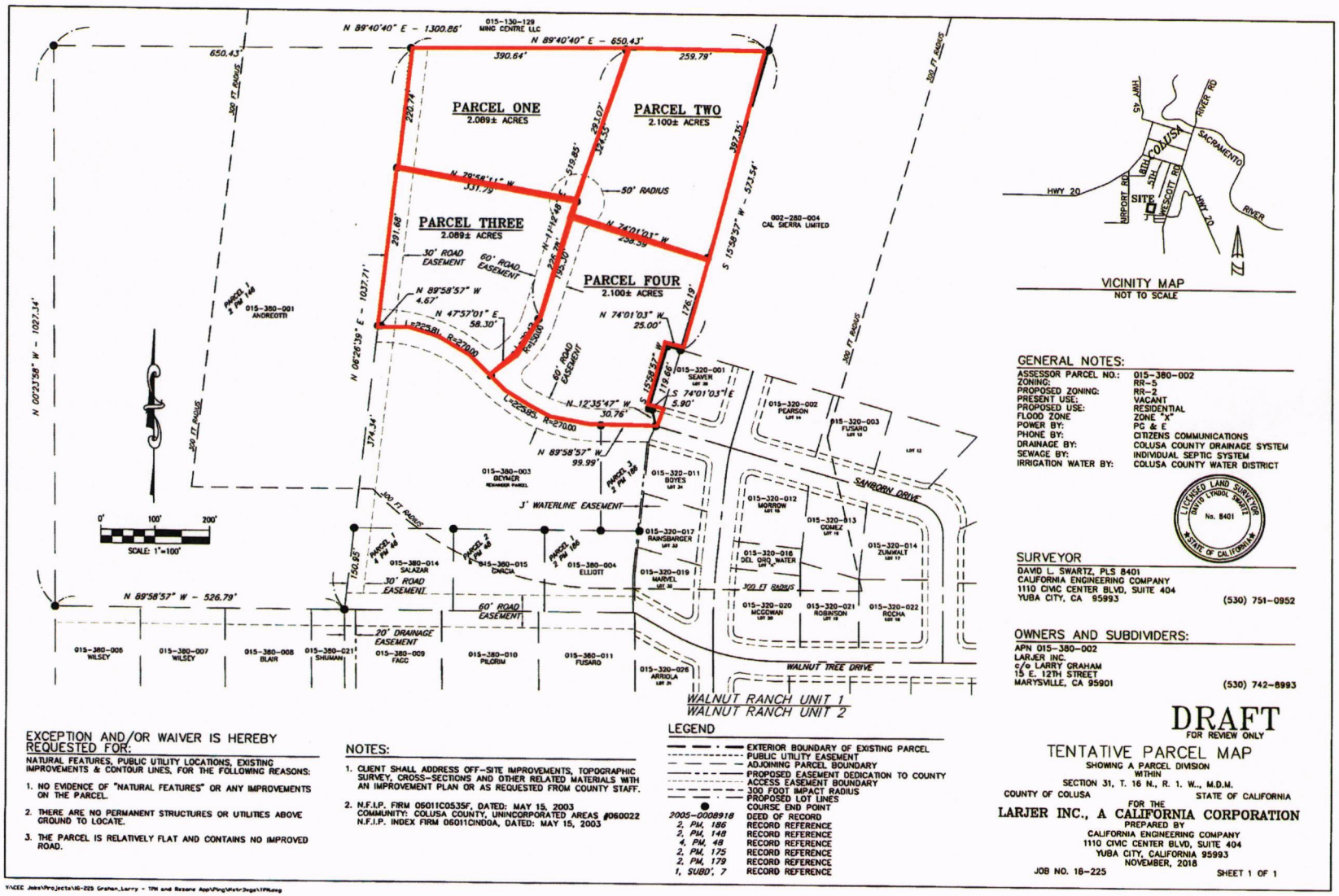
Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (8261 : Resolution for PM #19-1-1)

Exhibit B
Proposed Zoning



Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (8261 : Resolution for PM #19-1-1)

Exhibit C



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

ASSESSOR PARCEL NO.:	015-380-002
ZONING:	RR-5
PROPOSED ZONING:	RR-2
PRESENT USE:	VACANT
PROPOSED USE:	RESIDENTIAL
FLOOD ZONE	ZONE "X"
POWER BY:	PG & E
PHONE BY:	CITIZENS COMMUNICATIONS
DRAINAGE BY:	COLUSA COUNTY DRAINAGE SYSTEM
SEWAGE BY:	INDIVIDUAL SEPTIC SYSTEM
IRRIGATION WATER BY:	COLUSA COUNTY WATER DISTRICT

LICENSED LAND SURVEYOR DAVID LYNDOL SWARTZ No. 8401 STATE OF CALIFORNIA

SURVEYOR
DAVID L. SWARTZ, PLS 8401
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CA 95993
(530) 751-0952

OWNERS AND SUBDIVIDERS:
APN 015-380-002
LARJER INC.
c/o LARRY GRAHAM
15 E. 12TH STREET
MARYSVILLE, CA 95901
(530) 742-8993

EXCEPTION AND/OR WAIVER IS HEREBY REQUESTED FOR:
NATURAL FEATURES, PUBLIC UTILITY LOCATIONS, EXISTING IMPROVEMENTS & CONTOUR LINES, FOR THE FOLLOWING REASONS:

1. NO EVIDENCE OF "NATURAL FEATURES" OR ANY IMPROVEMENTS ON THE PARCEL.
2. THERE ARE NO PERMANENT STRUCTURES OR UTILITIES ABOVE GROUND TO LOCATE.
3. THE PARCEL IS RELATIVELY FLAT AND CONTAINS NO IMPROVED ROAD.

NOTES:

1. CLIENT SHALL ADDRESS OFF-SITE IMPROVEMENTS, TOPOGRAPHIC SURVEY, CROSS-SECTIONS AND OTHER RELATED MATERIALS WITH AN IMPROVEMENT PLAN OR AS REQUESTED FROM COUNTY STAFF.
2. N.F.I.P. FIRM 06011C0535F, DATED: MAY 15, 2003 COMMUNITY: COLUSA COUNTY, UNINCORPORATED AREAS #060022 N.F.I.P. INDEX FIRM 06011CIND0A, DATED: MAY 15, 2003

LEGEND

	EXTERIOR BOUNDARY OF EXISTING PARCEL
	PUBLIC UTILITY EASEMENT
	ADJOINING PARCEL BOUNDARY
	PROPOSED EASEMENT DEDICATION TO COUNTY
	ACCESS EASEMENT BOUNDARY
	300 FOOT IMPACT RADIUS
	PROPOSED LOT LINES
●	COURSE END POINT
2005-0008918	DEED OF RECORD
2, PM, 186	RECORD REFERENCE
2, PM, 148	RECORD REFERENCE
4, PM, 48	RECORD REFERENCE
2, PM, 175	RECORD REFERENCE
2, PM, 179	RECORD REFERENCE
1, SUBD', 7	RECORD REFERENCE

DRAFT
FOR REVIEW ONLY

TENTATIVE PARCEL MAP
SHOWING A PARCEL DIVISION WITHIN
SECTION 31, T. 16 N., R. 1. W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA
FOR THE
LARJER INC., A CALIFORNIA CORPORATION
PREPARED BY
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CALIFORNIA 95993
NOVEMBER, 2018

JOB NO. 18-225 SHEET 1 OF 1

Y:\CEC Jobs\Projects\18-225 Graham_Larry - TPM and Rezone App\Dwg\Mstr Dwgs\TPM.dwg

Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1

Exhibit D

Tentative Parcel Map Conditions of for Larjer TPM #19-1-1, Tentative Parcel Map dividing an existing 8.4± acre parcel into parcel 1 – 2.1± acres, Parcel 2 – 2.1± acres, Parcel 3 – 2.1± acres, and Parcel 4 – 2.1± acres

CONDITIONS OF APPROVAL:

Department of Planning and Building

1. Approval of Tentative Parcel Map #19-1-1 is subject to the Board of Supervisor's approval of the ZA #19-1-1.

2. The final Parcel Map shall conform to Tentative Map #19-1-1 submitted and on file at the Colusa County Department of Planning and Building and as approved by the Colusa County Planning Commission. Major revisions to the Parcel Map as determined by the County Surveyor shall not occur without prior formal approval by the Colusa County Planning Commission.

3. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.

4. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.

5. If cultural or historic resources are encountered on the project site, the applicant shall halt work immediately and notify the Colusa County Department of Planning & Building and a professionally licensed archaeologist. The archaeologist shall assess the resources and develop appropriate management recommendations for archaeological resource treatment. (MM).

Environmental Health

6. Prior to new well construction, the applicant shall ensure that any abandoned wells shall be destroyed under permit and inspection by Environmental Health.

7. During the Building Permit Project Routing Form process the applicant shall contact Environmental Health to apply for on-site sewage disposal permit and well permit.

Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (8261 : Resolution for PM #19-1-1)

Public Works

7. Existing easements for these properties, including those which lie outside of the Parcel Map Boundary shall be shown on final map. Easements that will be utilized for both access and utilities shall be a minimum of 60-feet width.

8. Prior to final Parcel Map approval the applicant shall submit a private road maintenance agreement to Public Works for review and approval.

9. Prior to final Parcel Map approval the applicant shall submit a drainage plan to Public Works for review and approval to ensure that drainage does not negatively impact neighboring properties.

10. Prior to the issuance of any building permits, all weather access roads shall be constructed to the building site, conforming to County Standards and Fire Department requirements (a minimum of 6 to 8 inches of packed gravel).

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code. Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C,D,E) of the Colusa County Code.

Attachment: Commission Resolution No. 19-004 Recommending Adoption of TPM #19-9-1 and ZA #19-1-1 (8261 : Resolution for PM #19-1-1)

Planning Commission
546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

Meeting: 05/01/19 09:00 AM
Department: Planning Commission
Category: Public Hearing
Prepared By: Kent Johanns
Initiator: Kent Johanns
Sponsors:
DOC ID: 4996 A

PLANNING COMMISSION (ID # 4996)

Detail

Applicant: Larjer, Inc. (Larry Graham)
File: ZA #19-1-1, TPM #19-1-1
General Plan: Rural Residential (RR), Urban Residential (UR)
Zoning: Rural Residential (R-R)

Formal Title / Summary

Resolution Recommending the Board of Supervisors adopt a Mitigated Negative Declaration and Approve a Zoning Amendment and a Tentative Parcel Map for Larjer, Inc.

Action Requested

9:00 a.m. Public Hearing and approval of a Resolution Recommending Adoption of Mitigated Negative Declaration and Mitigation Monitoring Program (ED# 19-1) and Approval of a Zoning Amendment (ZA #19-1-1) and Tentative Parcel Map (TPM#19-1-1), for Larjer, Inc.

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The project is a request for Zoning Amendment (ZA) and Tentative Parcel Map (TPM) application by Larjer, Inc. (Larry Graham) proposing to rezone a 8.4± acre parcel from Rural Residential (RR-5) to Rural Residential (RR-2), in order to approve a Tentative Parcel Map resulting in four lots (Parcel #1 - 2.1± acres, Parcel #2 - 2.1± acres, Parcel 3# - 2.1± acres, and Parcel #4 - 2.1± acres).

APN:

015-380-002

LOCATION:

The project site is located west of the Walnut Ranch Subdivision at the end of Sanborn Drive adjacent to the southern portion of the City of Colusa.

PROJECT AND SITE DESCRIPTION:

The application requests the approval of a Zoning Amendment changing the zoning from RR-5 to RR-2. Approval of the Zoning Amendment would allow the approval of the associated Tentative Parcel Map. The tentative map would result in the creation four parcels from the existing 8.4± acre parcel. The Tentative Parcel Map will result in the following parcels; Parcel 1 - 2.1± acres, Parcel 2 - 2.1± acres, Parcel 3 - 2.1± acres, and Parcel 4 - 2.1± acres A 60 -foot wide easement is proposed for access and utility

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

purposes for the benefit of Parcels 1, 2, 3 and 4 from Sanborn Drive. The project site is vacant, so the project has the potential result in an additional four homes and accessory buildings. The applicant has indicated the purpose of the project is to create lots for rural residential development.

ANALYSIS:

General Plan and Zoning

The property has a General Plan land use designation of Rural Residential (R-R) and zoning classification of Rural Residential (RR-5). During the 2014 Zoning Code update process the property was rezoned to RR-5 from the previous Rural Residential one acre minimum standard. Considering the size of existing parcel at 8.4± acres the parcel could not be divided. The approval of the rezone will be consistent with the General Plan designation of R-R and would allow the property to be developed consistent with others in the area.

Surrounding Land Use and Compatibility

The project site is currently vacant with residential uses (1/3 acre lots on septic tanks) located to the east, rural residential lots located to the south (ranging in size from 0.9 acres to 3 acres) and agricultural uses to west and north. The project is considered to be compatible with the agricultural land uses to the north and west given the large parcel sizes and with notification procedures required by the Colusa County Right to Farm Ordinance. The project can also be considered compatible with the large lot residential uses to the east in that it provides a more rural transition to the agricultural used to the west and north. The properties to the south are currently developed for rural residential uses.

Issues and Concerns

The applicant has owned the parcel for many years and had previously applied for entitlements prior to the housing crash of the late 2000s. In previous communications staff has recommended that the applicant annex to the City of Colusa to acquire city water and sewer services and develop the property at a higher density. However, the applicant prefers to build rural residential custom homes at this location. Staff believes that the 2+ acre size lots would provide an appropriate transition from the smaller lots to the east and south to the agricultural uses to the north and west.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Zoning Amendment and Tentative Parcel Map are projects under CEQA. The environmental analysis concluded the project has the potential to impact cultural resources should construction activities occur. A mitigation measure has been developed to reduce potential impacts to a less than significant level and

incorporated into the Initial Study. The CEQA analysis resulted in the proposed Mitigated Negative Declaration (MND).

SUMMARY

The proposed subdivision is consistent with the General Plan and Zoning requirements upon Board of Supervisors approval of the rezoning application. No significant impacts to the environment will occur with implementation of the mitigation measures and conditions of approval. Based upon the totality of the record, staff is recommending the Planning Commission approve the project by making the motion previously listed.

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

RESOLUTION 19 - _____

A RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION RECOMMENDING ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF A ZONING AMENDMENT (ZA #19-1-1) AND A TENTATIVE PARCEL MAP (TPM #19-1-1) FOR THE SUBDIVISION OF AN 8.4± ACRE PARCEL (015-380-002) INTO FOUR 2.1± ACRE PARCELS

WHEREAS, on January 10, 2019 an application was filed by Larjer, Inc. (Larry Graham) requesting a zoning amendment to an 8.4± acre parcel so it could be subdivided through a tentative parcel map;

WHEREAS, said application requests changing an 8.4± acre parcel, Assessor Parcel Number (APN) 015-380-002 ("Property"), from Rural Residential (RR-5) zoning to Rural Residential (RR-2) zoning as shown on Exhibits "A", "B" and "C" to this Resolution ("ZA #19-1-1");

WHEREAS, said application requests approval of a Tentative Parcel Map ("TPM #19-1-1") to subdivide the existing 8.4± acre Property into a 2.1± acre parcel (Parcel #1), a second 2.1± acre parcel (Parcel #2), a third 2.1± acre parcel (Parcel #3) and a fourth 2.1± acre parcel (Parcel #4);

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and has prepared an Initial Study and as a result of the analysis of the Initial Study prepared a proposed Mitigated Negative Declaration under CEQA for the proposed project;

WHEREAS, a Notice of Intent to adopt the proposed Mitigated Negative Declaration and a Public Hearing Notice for the proposed Tentative Parcel Map was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on the proposed Zoning Amendment (ZA #19-1-1), and Tentative Parcel Map (TPM #19-1-1) for the Property as shown on Exhibits "A", "B" and "C" attached to this resolution; and

WHEREAS, during said hearing, the Planning Commission considered the requested applications, the Planning Unit staff report, and all comments and evidence submitted into evidence at the hearing and staff's proposed environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, based on its analysis of all evidence and testimony considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be unreasonably incompatible with surrounding land uses with the incorporation of mitigation measures identified in the Initial Study.

3. The project is in a zoning classification conditionally suitable for the proposed use.

4. The configuration of the parcels and improvement of the property will not conflict with easements, access through, or use of the property.

5. Approval of this project will not be detrimental to the public health, safety and welfare, with compliance of the required conditions and mitigation measures.

6. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Rural Residential (RR) land use designation.

7. The project is consistent with the Colusa County Zoning Ordinance's Rural Residential (RR-2) regulations.

8. The project will not have a significant impact on cultural or historic resources with implementation of the mitigation measures and conditions of approval presented in Exhibit D.

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a Mitigated Negative Declaration with Mitigation Measures and in doing so:

   A. Find that the Initial Study was completed in accordance with the California Environmental Quality Act; and the study identified potential significant environmental effects and includes appropriate Mitigation Measures attached as Exhibit A that would mitigate such effects to a level less than significant.

   B. Find the Mitigated Negative Declaration reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass Zoning Amendment, ZA #19-1-1 as shown on Exhibit "A" and Exhibit "B" prepared by the Colusa County Community Development staff, and approve the Tentative Parcel Map, TPM #19-1-1 as shown on Exhibit "C" prepared by the California Engineering Company dated January 10, 2019 attached to the Planning Commission staff report of May 1, 2019 and on file with the Colusa County Community Development Department.

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 1st day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gail Bedhun, Chairman
Planning Commission

ATTEST: Greg Plucker
Secretary to the Planning Commission
Director of the Community Development Department

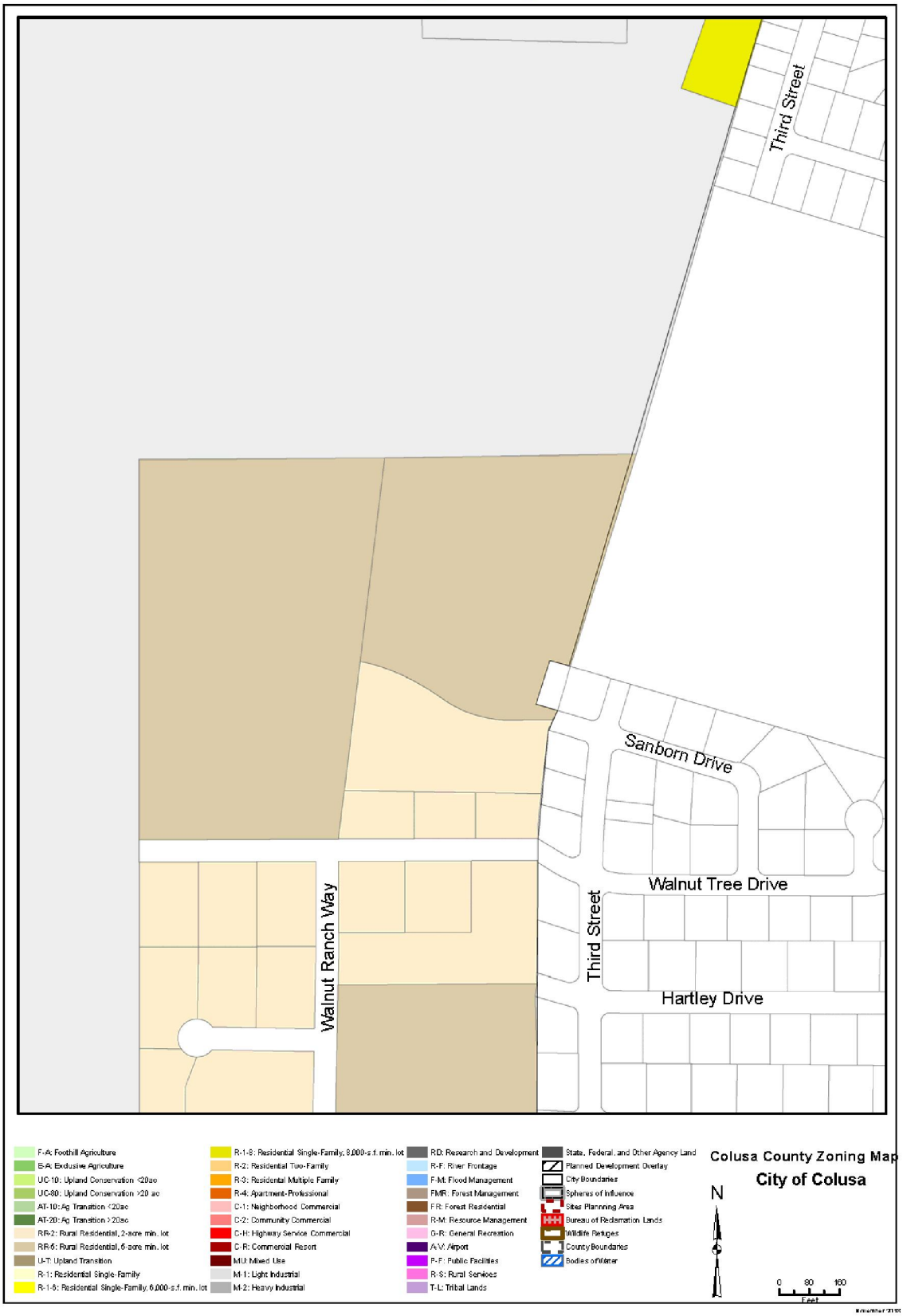
APPROVED AS TO FORM:

_____
Marcos Kropf, County Counsel

_____
Melissa Kitts, Deputy Clerk

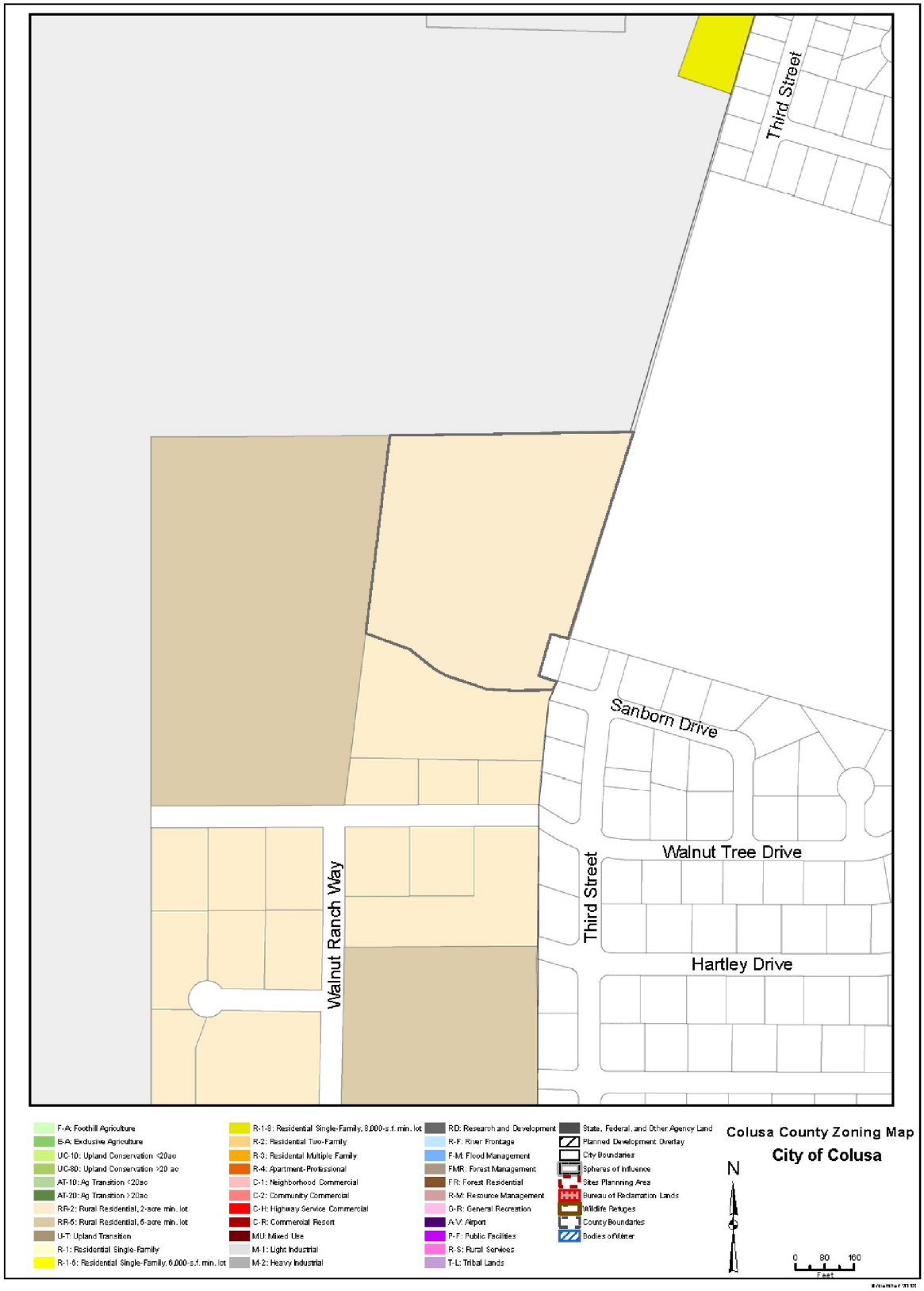
Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Exhibit A
Existing Zoning



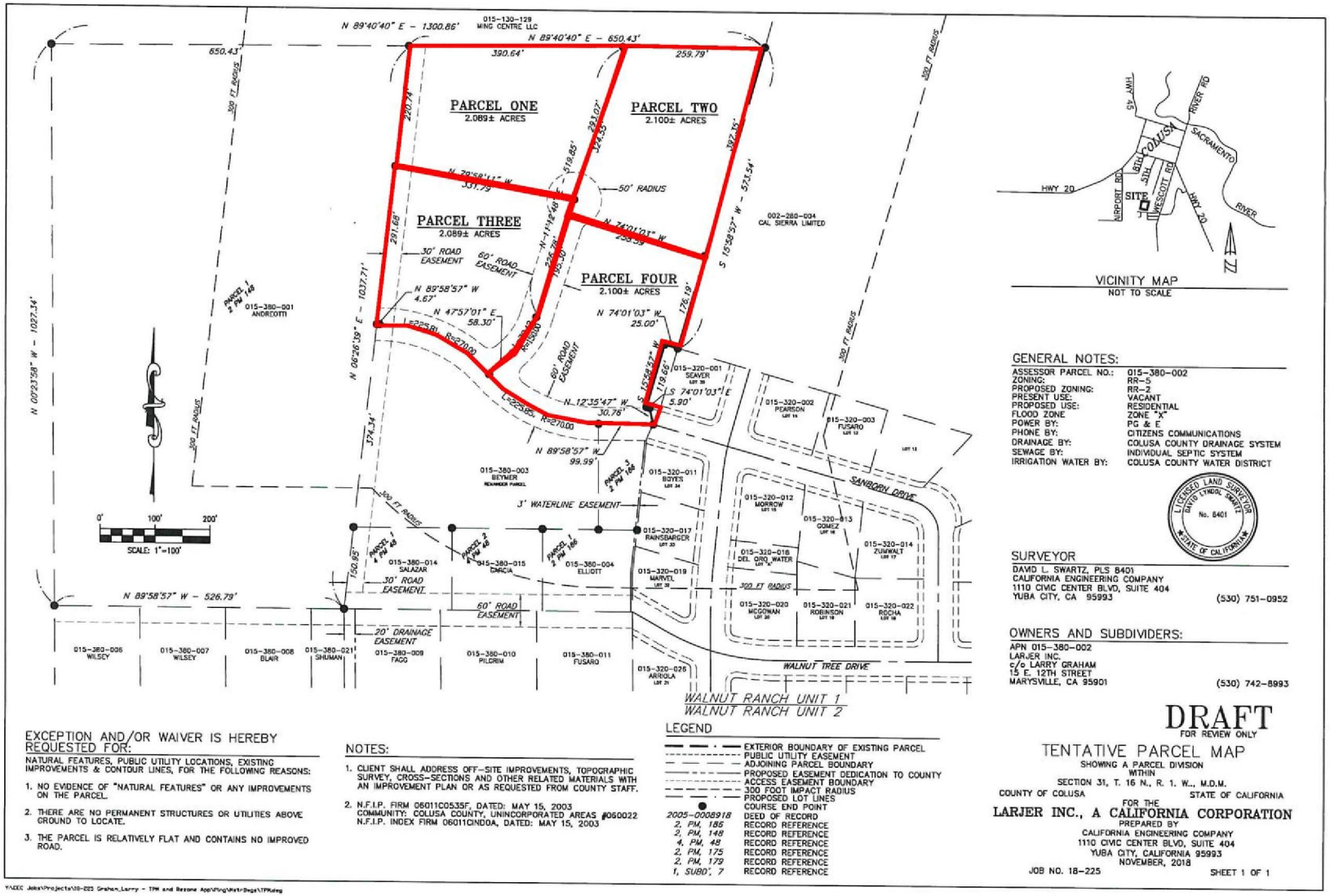
Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Exhibit B
Proposed Zoning



Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Exhibit C



GENERAL NOTES:

ASSESSOR PARCEL NO.:	015-380-002
ZONING:	RR-5
PROPOSED ZONING:	RR-2
PRESENT USE:	VACANT
PROPOSED USE:	RESIDENTIAL
FLOOD ZONE	ZONE "X"
POWER BY:	PG & E
PHONE BY:	CITIZENS COMMUNICATIONS
DRAINAGE BY:	COLUSA COUNTY DRAINAGE SYSTEM
SEWAGE BY:	INDIVIDUAL SEPTIC SYSTEM
IRRIGATION WATER BY:	COLUSA COUNTY WATER DISTRICT

LICENSED LAND SURVEYOR DAVID LYNDOL SWARTZ No. 8401 STATE OF CALIFORNIA

SURVEYOR

DAVID L. SWARTZ, PLS 8401
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CA 95993 (530) 751-0952

OWNERS AND SUBDIVIDERS:

APN 015-380-002
LARJER INC.
c/o LARRY GRAHAM
15 E. 12TH STREET
MARYSVILLE, CA 95901 (530) 742-8993

EXCEPTION AND/OR WAIVER IS HEREBY REQUESTED FOR:

NATURAL FEATURES, PUBLIC UTILITY LOCATIONS, EXISTING IMPROVEMENTS & CONTOUR LINES, FOR THE FOLLOWING REASONS:

1. NO EVIDENCE OF "NATURAL FEATURES" OR ANY IMPROVEMENTS ON THE PARCEL.
2. THERE ARE NO PERMANENT STRUCTURES OR UTILITIES ABOVE GROUND TO LOCATE.
3. THE PARCEL IS RELATIVELY FLAT AND CONTAINS NO IMPROVED ROAD.

NOTES:

1. CLIENT SHALL ADDRESS OFF-SITE IMPROVEMENTS, TOPOGRAPHIC SURVEY, CROSS-SECTIONS AND OTHER RELATED MATERIALS WITH AN IMPROVEMENT PLAN OR AS REQUESTED FROM COUNTY STAFF.
2. N.F.I.P. FIRM 06011C0535F, DATED: MAY 15, 2003 COMMUNITY: COLUSA COUNTY, UNINCORPORATED AREAS #060022 N.F.I.P. INDEX FIRM 06011CINDOA, DATED: MAY 15, 2003

LEGEND

	EXTERIOR BOUNDARY OF EXISTING PARCEL
	PUBLIC UTILITY EASEMENT
	ADJOINING PARCEL BOUNDARY
	PROPOSED EASEMENT DEDICATION TO COUNTY
	ACCESS EASEMENT BOUNDARY
	300 FOOT IMPACT RADIUS
	PROPOSED LOT LINES
●	COURSE END POINT
2005-0008918	DEED OF RECORD
2, PM, 185	RECORD REFERENCE
2, PM, 148	RECORD REFERENCE
4, PM, 48	RECORD REFERENCE
2, PM, 175	RECORD REFERENCE
2, PM, 179	RECORD REFERENCE
1, SUB0', 7	RECORD REFERENCE

DRAFT
FOR REVIEW ONLY

TENTATIVE PARCEL MAP

SHOWING A PARCEL DIVISION WITHIN
SECTION 31, T. 16 N., R. 1. W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA
FOR THE
LARJER INC., A CALIFORNIA CORPORATION
PREPARED BY
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CALIFORNIA 95993
NOVEMBER, 2018

JOB NO. 18-225 SHEET 1 OF 1

Y:\CEC Jobs\Projects\18-225 Graham_Larry - TPM and Rezone App\Eng\Mxd\Dwgs\TPM.dwg

Exhibit D

Tentative Parcel Map Conditions of for Larjer TPM #19-1-1, Tentative Parcel Map dividing an existing 8.4± acre parcel into parcel 1 – 2.1± acres, Parcel 2 – 2.1± acres, Parcel 3 – 2.1± acres, and Parcel 4 – 2.1± acres

CONDITIONS OF APPROVAL:

Department of Planning and Building

1. Approval of Tentative Parcel Map #19-1-1 is subject to the Board of Supervisor's approval of the ZA #19-1-1.

2. The final Parcel Map shall conform to Tentative Map #19-1-1 submitted and on file at the Colusa County Department of Planning and Building and as approved by the Colusa County Planning Commission. Major revisions to the Parcel Map as determined by the County Surveyor shall not occur without prior formal approval by the Colusa County Planning Commission.

3. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.

4. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.

5. If cultural or historic resources are encountered on the project site, the applicant shall halt work immediately and notify the Colusa County Department of Planning & Building and a professionally licensed archaeologist. The archaeologist shall assess the resources and develop appropriate management recommendations for archaeological resource treatment. (MM).

Environmental Health

6. Prior to new well construction, the applicant shall ensure that any abandoned wells shall be destroyed under permit and inspection by Environmental Health.

7. During the Building Permit Project Routing Form process the applicant shall contact Environmental Health to apply for on-site sewage disposal permit and well permit.

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Public Works

7. Existing easements for these properties, including those which lie outside of the Parcel Map Boundary shall be shown on final map. Easements that will be utilized for both access and utilities shall be a minimum of 60-feet width.

8. Prior to final Parcel Map approval the applicant shall submit a private road maintenance agreement to Public Works for review and approval.

9. Prior to final Parcel Map approval the applicant shall submit a drainage plan to Public Works for review and approval to ensure that drainage does not negatively impact neighboring properties.

10. Prior to the issuance of any building permits, all weather access roads shall be constructed to the building site, conforming to County Standards and Fire Department requirements (a minimum of 6 to 8 inches of packed gravel).

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code. Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C,D,E) of the Colusa County Code.

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Colusa County
Initial Study
Evaluation of Environmental Impacts

1. Project Title: **Larjer, Inc. (Larry Graham) Zoning Amendment & Tentative Parcel Map ED #19-1, ZA #19-1-1, TPM #19-1-1**

2. Lead agency name and address: **Colusa County**
Department of Planning and Building
220 12th Street
Colusa, CA 95932

3. Contact person and phone number: **Kent Johanns, Associate Planner**
(530) 458-0480

4. Project location: **The project site is located west of the Walnut Ranch Subdivision at the end of Sanborn Drive identified as APNs 015-380-002.**

5. Project sponsor's name and address: **Larjer, Inc. (Larry Graham)**
15 East 12th Street
Marysville, CA 95901

6. General Plan designation: **Rural Residential (RR)**

7. Zoning Classification: **Rural Residential (RR-5)**

8. Surrounding land uses and setting: **The project site is located in the Sacramento Valley region of Colusa County. The project site is located in an area which is utilized for residential, rural residential purposes and agricultural. The site is located in an un-incorporated area of the City of Colusa. The project site is relatively flat and not located in a FEMA Flood Zone. There are no structures or other improvements on the property.**

North - Current land usage is agricultural. The zoning is Light Industrial (M-1). The general plan land use designation is Industrial (I).

South - Current land usage is rural residential. The zoning is Rural Residential (RR-2). The general plan land use designation is Rural Residential (R-R).

East - Current land usage is vacant and residential. The zoning is Residential (City of Colusa). The general plan land use designation is Residential (City of Colusa).

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

West - Current land usage is residential/agricultural. The zoning is Rural Residential (RR-5). The general plan land use designation is Rural Residential (R-R).

9. Description of project (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.

The property involved in the Zoning Amendment and Tentative Parcel Map are identified as Assessor's Parcel Number APNs 015-380-002. The application requests the approval of the Zoning Amendment changing the zoning from RR-5 to RR-2. Approval of the Zoning Amendment would allow the approval of the associated Tentative Parcel Map. The tentative map would result in the creation four parcels from the existing 8.4± acre parcel. The Tentative Parcel Map will result in the following parcels; Parcel 1 – 2.1± acres, Parcel 2 – 2.1± acres, Parcel 3 – 2.1± acres, and Parcel 4 – 2.1± acres. A 60 -foot wide easement is proposed for access and utility purposes for the benefit of Parcels 1, 2, 3 and 4 from Sanborn Drive. The applicant has indicated the purpose of the project is to create lots for rural residential development. The project is currently vacant, so the project has the potential result an additional four homes and accessory buildings ion the area.

10. Other public agencies whose approval may be required (e.g., permits, financing approval, or participation agreement):

Colusa County Department of Public Works (Encroachment Permits upon future development)

Colusa County Department of Environmental Health (Well and Septic Permits upon future development)

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

[ ]	Aesthetics	[ ]	Agriculture and Forestry Resources	[ ]	Air Quality
[ ]	Biological Resources	[x]	Cultural Resources	[ ]	Geology/Soils
[ ]	Greenhouse Gas Emissions	[ ]	Hazards & Hazardous Materials	[ ]	Hydrology/Water Quality
[ ]	Land Use/Planning	[ ]	Mineral Resources	[ ]	Noise
[ ]	Population/Housing	[ ]	Public Services	[ ]	Recreation
[ ]	Transportation/Traffic	[ ]	Utilities/Service Systems	[ ]	Mandatory Findings of Significance

DETERMINATION (To be completed by the Lead Agency)**:**
On the basis of this initial evaluation:

[ ] I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

[x] I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

[ ] I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

[ ] I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

[ ] I Find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEAGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Project Planner _____ Date _____

Reviewed By _____ Date _____

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including of-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is make, and EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:
   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	**[ ]**	**[ ]**	**[ ]**	**[x]**
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway?	**[ ]**	**[ ]**	**[ ]**	**[x]**
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	**[ ]**	**[ ]**	**[x]**	**[ ]**
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	**[ ]**	**[ ]**	**[ ]**	**[x]**

Impact Discussion: Impact Discussion: The proposal calls for Zoning Amendment to change the zoning from Rural Residential (RR-5) to Rural Residential (RR-2) in order to approve the associated Tentative Subdivision Map. The subdivision of an existing 8.4± acre parcel into, Parcel 1 – 2.1+ acres, Parcel 2 – 2.1+ acres, Parcel 3 – 2.1± acres, and Parcel 4 – 2.1± acres will result in the possible construction of four residences. The proposed project is not anticipated to have substantial adverse effects on a scenic vista or substantially damage scenic resources. Future rural residential development has the potential to impact aesthetics. The fact that the Colusa County Zoning Ordinance development standards determine height and setback requirements, building materials and landscaping requirements, aesthetics will be addressed upon any future development. These standards will be used to mitigate potential visual characteristic degradation associated with future development of the property to a less than significant level. In addition, the project may, after future development, create additional light and glare, however, this is considered a less than significant impact due to the standards mentioned above.

Mitigation Measures: No mitigation is required

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection				

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant tot the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	**[ ]**	**[ ]**	**[x]**	**[ ]**
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	**[ ]**	**[ ]**	**[ ]**	**[x]**
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	**[ ]**	**[ ]**	**[ ]**	**[x]**
d) Result in the loss of forest land or conversion of forest land to non-forest use?	**[ ]**	**[ ]**	**[ ]**	**[x]**
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	**[ ]**	**[ ]**	**[ ]**	**[x]**

Impact Discussion: The project is located in an area residential, rural residential and agricultural west of the City of Colusa at the end of Sanborn Drive. The request is for a rezone to (RR-2) would will allow the associated tentative parcel map to be approved and create four parcels approximately 2.1± acres in size. The applicant has indicated that purpose of the change in zoning classification and tentative map is for rural residential development. The project is not anticipated to impact neighboring agricultural operations due to the rural nature of the development and the Colusa County Right to Farm Ordinance (Ordinance #410). The project site is not under Williamson Act contract. Nor is it expected to result in the conversion of farmland. As a result no significant impacts to agricultural resources are expected to occur.

Mitigation Measures: **No mitigation is required.**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality				

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

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management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	[ ]	[ ]	[x]	[ ]
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	[ ]	[ ]	[ ]	[x]
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	[ ]	[ ]	[ ]	[x]
d) Expose sensitive receptors to substantial pollutant concentration?	[ ]	[ ]	[ ]	[x]
e) Create objectionable odors affecting a substantial number of people?	[ ]	[ ]	[ ]	[x]

Impact Discussion : The allowable uses in the Rural Residential (RR-2) zoned areas are generally not considered to have significant impacts upon air quality. The change in zoning and associated parcel map will allow the construction of four additional residences on the project site. Dust maybe generated during construction. Due to the close proximity of neighboring residences to the east standard best management practices for dust mitigation will be applied during the building phase of this project should wind speeds exceed 15 miles per hour. These techniques include watering of exposed areas during the construction and cover of loose soil. Considering the small scale of this project and the inclusion of best management practices impacts related to dust generated from construction activities is not anticipated to be significant. Once grading and excavating phases of construction are completed no other impacts related to air quality are anticipated to result from the project. (2030 Colusa County General Plan Land Use Element)

Mitigation Measures: No mitigation required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in	[ ]	[ ]	[ ]	[x]

local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?				
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	[ ]	[ ]	[ ]	[x]
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, ect.) through direct removal, filling, hydrological interruption, or other means?	[ ]	[ ]	[ ]	[x]
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	[ ]	[ ]	[ ]	[x]
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	[ ]	[ ]	[ ]	[x]
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	[ ]	[ ]	[ ]	[x]

Impact Discussion: The project consists of a land division for rural residential development. Given the nature of the project area being developed with residential and agricultural uses the potential to affect biological resources is considered low. Due to a long history of farming there are no significant areas of native habitats and no special status species are anticipated to live on the project site. The limited amount of development currently allowable under the zoning classification is not anticipated to change the existing environment significantly. As a result, the project will not have an effect on biological resources. (2030 Colusa County General Plan Conservation Element)

Mitigation Measures: **No mitigation is required.**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	[ ]	[x]	[ ]	[ ]
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	[ ]	[x]	[ ]	[ ]

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c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	[ ]	[ ]	[ ]	[x]
d) Disturb any human remains, including those interred outside of formal cemeteries?	[ ]	[ ]	[ ]	[x]

Impact Discussion: The subject property is located in an area of developed agriculture and residential uses. The project site has been subject to a great deal of ground disturbance due to its agricultural history. The project is anticipated to result in the construction of four homes. Construction activities such as grading and excavating have the potential to disturb archaeological and/or historical resources. As standard mitigation measure us being applied to the project to prevent significant impacts to cultural resources. (2030 Colusa County General Plan Conservation Element)

Mitigation Measures: The following mitigation measure is recommended to reduce impacts related to cultural resources:

V. 1 (a and b) If cultural or historic resources are encountered on the project site, the applicant shall halt work immediately and notify the Colusa County Department of Planning & Building and a professionally licensed archaeologist. The archaeologist shall assess the resources and develop appropriate management recommendations for archaeological resource treatment.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VI. GEOLOGY RESOURCES – Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	[ ]	[ ]	[ ]	[x]
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	[ ]	[ ]	[ ]	[x]
ii) Strong seismic ground shaking?	[ ]	[ ]	[ ]	[x]
iii) Seismic-related ground failure, including liquefaction?	[ ]	[ ]	[ ]	[x]
iv) Landslides?	[ ]	[ ]	[ ]	[x]
b) Result in substantial soil erosion or the loss of topsoil?	[ ]	[ ]	[ ]	[x]

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c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	[ ]	[ ]	[ ]	[x]
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	[ ]	[ ]	[x]	[ ]
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	[ ]	[ ]	[ ]	[x]

Impact Discussion: The 2001 Soil Survey of Colusa County California produced by United States Department of Agriculture identifies soil on the project site as Moonbend Silt Loam. According to the Building Site Development Table (Table 14) found in the Soil Survey this soil can be subject to a significant amount of expansion (shrink-swell). Building Code requirements for dwellings require soils compaction test. Prior to construction of any homes compaction requirements as recommended by a Licensed Civil Engineer or Architect shall be performed. The results of these tests shall be reflected in the design specifications of the foundation plans and structural calculations for the. These tests and application of Uniform Building Code requirements will reduce any potential impacts of specific undetermined soil conditions to a less than significant level. The Soil Survey also indicates that the soils on the project site have limitations for the use of septic tanks and leach fields Sanitary Facilities Table (Table 16). During the building permit process the Department of Environmental Health will be consulted and the appropriate tests conducted by the applicant for well and septic permit approval. This will insure that no significant impacts will occur due to poor soil conditions for wastewater disposal. As a result, no significant impacts associated with soils and geology are expected. (2030 Colusa County General Plan Safety Element)

Mitigation Measure: No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	[ ]	[ ]	[x]	[ ]
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	[ ]	[ ]	[ ]	[x]

Impact Discussion: No significant change in land use is proposed by this application. The project is not expected to impact the State and Colusa County in terms of meeting the executive orders of AB 32 requirements of a 25% reduction in Green House Gas (GHG) emissions by 2020. As a result, the project will not have negative impact related to greenhouse gas emission. (2030 Colusa County General Plan Conservation Element)

Mitigation Measures: No mitigation required

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIAL – Would the project:				
a) Create a significant hazard to the public or the environment though the routine transport, use, or disposal of hazardous materials?	**[ ]**	**[x]**	**[ ]**	**[ ]**
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	**[ ]**	**[x]**	**[ ]**	**[ ]**
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	**[ ]**	**[ ]**	**[ ]**	**[x]**
d) Be located on a site which is included on a list of hazardous materials sites complied pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	**[ ]**	**[ ]**	**[ ]**	**[x]**
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	**[ ]**	**[ ]**	**[ ]**	**[x]**
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	**[ ]**	**[ ]**	**[ ]**	**[x]**
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	**[ ]**	**[ ]**	**[ ]**	**[x]**
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	**[ ]**	**[ ]**	**[ ]**	**[x]**

Impact Discussion: Ultimately the project consists of a land division of one existing parcels that is 8.39± acres in size into four 2.1 acre parcels for rural residential development. If development does occur it will be limited to four single family residences with accessory buildings. Residential development on rural parcels does not typically involve the use of hazardous materials. Federal and state regulations for the use of household chemicals will prevent any significant impacts related to residential use. (2030 Colusa County General Plan Safety Element)

Mitigation Measures: Mitigation Measures: No Mitigation Required

	Potentially Significant Impact	Less Than Significant with	Less Than Significant Impact	No Impact

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		Mitigation Incorporation		
IX. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements?	[ ]	[ ]	[ ]	[x]
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the projection rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	[ ]	[ ]	[ ]	[x]
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	[ ]	[ ]	[ ]	[x]
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	[ ]	[ ]	[ ]	[x]
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	[ ]	[ ]	[x]	[ ]
f) Otherwise substantially degrade water quality?	[ ]	[ ]	[ ]	[x]
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	[ ]	[ ]	[ ]	[x]
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	[ ]	[ ]	[ ]	[x]
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	[ ]	[ ]	[ ]	[x]
j) Inundation by seiche, tsunami, or mudflow?	[ ]	[ ]	[ ]	[x]

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Impact Discussion: The project consists of a land division of one existing parcel totaling 8.39±-acres into four parcels. Given the limited nature of future development allowed under the current zoning the project will not have a significant impact on water quality standards or waste discharge requirements. The project is not anticipated to have significant impacts related to drainage; however a drainage plan may be required prior to final Parcel Map for approval by the Department of Public Works. The project site is located in Zone X as shown on Panel 0535 of the Colusa County FEMA Flood Insurance Rate Map effective May 15, 2003. Areas designated as Zone X are considered to be outside the 100-year flood plain. Due to the limited nature of future development allowed under the current zoning no significant impacts related to hydrology and water quality are anticipated,

Mitigation Measures: No Mitigation Required

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING – Would the project:				
a) Physically divide an established community?	**[ ]**	**[ ]**	**[ ]**	**[x]**
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigation an environmental effect?	**[ ]**	**[ ]**	**[ ]**	**[x]**
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	**[ ]**	**[ ]**	**[ ]**	**[x]**

Impact Discussion: The project site is currently vacant with agricultural and residential uses surrounding the site. The property has a General Plan land use designation of Rural Residential (R-R) and zoning classification of Rural Residential (RR-5). During the 2014 Zoning Code update process the property was rezoned to RR-5 from the previous Rural Residential one acre minimum standard. Considering the size of existing parcel at 8.39 acres the parcel could not be divided. The approval of the rezone will be consistent with the General Plan designation of R-R and would allow the property to be consistent with other developed properties in the area. There are no established communities that would be physically divided by the project. There are no habitat conservation plans or natural community conservation plans in the area. As a result, no impacts associated with land use and planning will result from the project. (2030 Colusa County General Plan Land Use Element and Colusa County Zoning Ordinance)

Mitigation Measures: No mitigation required

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XI. MINERAL RESOURCES – Would the project:				

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a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	[ ]	[ ]	[ ]	[x]
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	[ ]	[ ]	[ ]	[x]

Impact Discussion: The project consists of a rezone and land division of one existing parcel totaling 8.39±acres into four parcels. The project has the potential to result in the construction of four homes. The project will not conflict with adopted energy plans by adhering to the Uniform Building Code, use non-renewable resources in a wasteful manner, or result in the loss of availability of a known mineral resource. (2030 Colusa County General Plan Conservation Element)

Mitigation Measures: No mitigation required.

XII. NOISE – Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standard of other agencies?	[ ]	[ ]	[ ]	[x]
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	[ ]	[ ]	[ ]	[x]
c) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	[ ]	[ ]	[x]	[ ]
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	[ ]	[ ]	[x]	[ ]
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	[ ]	[ ]	[ ]	[x]
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels	[ ]	[ ]	[ ]	[x]

Impact Discussion: Future construction activities on the project site may generate noise levels in excess of standards established in the Colusa County General Plan. There will be a substantial periodic or temporary increase in ambient noise levels if development takes place on the project site. The Colusa County noise ordinance limits noise levels created by uses or activities at nearby residences to 7:00 a.m. to 7:00 p.m. Monday through Saturday. As a result, impacts associated with noise are anticipated to be less than significant.

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Mitigation Measures: No mitigation is required

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	**[ ]**	**[ ]**	**[ ]**	**[x]**
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	**[ ]**	**[ ]**	**[ ]**	**[x]**
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	**[ ]**	**[ ]**	**[ ]**	**[x]**

Impact Discussion: The project calls for a rezone and land division of one existing parcel totaling 8.39±-acres into four parcels allowing the possibility of four homes being built. Given the location of the project, the size of the parcels and limited allowable development the project is not anticipated to have significant impacts on population and housing. (Colusa County General Plan Land Element 2030)

Mitigation Measures: No mitigation required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XIV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	**[ ]**	**[ ]**	**[ ]**	**[x]**
Fire protection?	**[ ]**	**[ ]**	**[x]**	**[ ]**

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Police protection?	[ ]	[ ]	[ ]	[x]
Schools?	[ ]	[ ]	[ ]	[x]
Parks?	[ ]	[ ]	[ ]	[x]
Other public facilities?	[ ]	[ ]	[ ]	[x]

Impact Discussion: The project is not anticipated to have an impact on public services other than fire protection. The project applicant shall at a minimum be required to provide twenty (20) foot all weather access road to the site. The applicant is required to provide adequate all weather access around storage areas and turn-around area for emergency apparatus. All weather surfaces shall be able to accommodate a 40,000 lb. emergency vehicle. The applicant has designed and is planning to construct a fire suppression system in consultation with the Sacramento River Fire Protection District as described in the project description. With the incorporation of these design features and fire department conditions, impacts to fire protection services are considered to be less than significant. (2030 Colusa County General Plan Safety Element)

Mitigation Measures: No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XV. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	[ ]	[ ]	[ ]	[x]
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	[ ]	[ ]	[ ]	[x]

Impact Discussion: The project site is not located in the vicinity of any public recreation areas. Recreation in the area is limited to private recreation activities such as hunting. Therefore, the project as proposed is not anticipated to have an adverse impact on recreation in the area. (2030 Colusa County General Plan Open Space)

Mitigation Measures: No mitigation is required.

	Potentially Significant Impact	Less Than Significant with	Less Than Significant Impact	No Impact

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		Mitigation Incorporation		
XVI. TRANSPORTATION/TRAFFIC – Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all mode of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	**[ ]**	**[ ]**	**[ ]**	**[x]**
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	**[ ]**	**[ ]**	**[ ]**	**[x]**
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	**[ ]**	**[ ]**	**[x]**	**[ ]**
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	**[ ]**	**[ ]**	**[ ]**	**[ ]**
e) Result in inadequate emergency access?	**[ ]**	**[ ]**	**[ ]**	**[x]**
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	**[ ]**	**[ ]**	**[ ]**	**[x]**

Impact Discussion: The project may result in the construction of four single family homes. A 60-foot easement is being proposed for access to Parcels 1, 2, 3, and 4. An additional 30-foot wide easement is located on the western border of property presumably for the benefit of the Ming Centre property to the north of the project site. The proposed easements for the access which are portrayed on the Tentative Parcel Map allow the proposed parcels and adjoining parcels will have adequate access. Due to the location and nature of the project no other impacts associated with traffic and transportation systems are expected. (Colusa County General Plan Circulation Element 2030)

Mitigation Measures: No mitigation required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:				

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a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	[ ]	[ ]	[ ]	[x]
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	[ ]	[ ]	[ ]	[x]
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	[ ]	[ ]	[ ]	[x]
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	[ ]	[ ]	[ ]	[x]
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	[ ]	[ ]	[ ]	[x]
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	[ ]	[ ]	[ ]	[x]
g) Comply with federal, state, and local statutes and regulation related to solid waste?	[ ]	[ ]	[ ]	[x]

Impact Discussion: All of the parcels created by this project may be developed for residential purposes in the future. Given that the area is not served by a wastewater treatment facility individual septic systems will be necessary. Potential impacts associated with utilities and service systems are addressed at the building permit stage. A septic permit application shall be obtained for any new structures requiring wastewater plumbing. Any future residential development of the proposed parcels will require a reliable potable source of water. A well permit shall be obtained prior to or during the building permit stage of any future development requiring plumbing. The project is not expected to have any impacts to utilities and service systems other than those mentioned above. Any solid waste generated by any future development will be handled by the Maxwell Transfer Station and outside County landfills. (Colusa County General Plan Community Services Element 2030)

Mitigation Measures: No mitigation required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE				

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a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	[ ]	[ ]	[ ]	[x]
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?	[ ]	[ ]	[ ]	[x]
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	[ ]	[ ]	[ ]	[x]

Impact Discussion: The project is not considered to have any potentially significant impact on the environment with the incorporation of the mitigation measures, appropriate design features and compliance with County agency requirements. Therefore, the project is not considered to degrade the existing environment or impact an endangered animal or plant species. Nor is the project expected to eliminate examples of California History or Pre-History. The project's impacts are considered to be limited due to design features incorporated into the project and compliance with conditions required by the County. The project will not result in impacts that are cumulatively significant. Given the nature of the project, it is not expected to have any adverse environmental impacts affecting human beings directly or indirectly. As a result, the project is not considered to have any significant cumulative impacts.

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CHECKLIST SOURCES

1. Colusa County General Plan.
2. Colusa County Zoning Ordinance.
3. Housing Element (Colusa County General Plan).
4. United States Geological Survey Topographic Maps.
5. Seismic Safety Element (Colusa County General Plan).
6. Soils Survey of Colusa County – USDA 2001.
7. Safety Element (Colusa County General Plan).
8. Noise Element (Colusa County General Plan).
9. Scenic Highways Element (Colusa County General Plan).
10. Annual Report on the Status of California State Listed Threatened and Endangered Animals and Plants.
11. Vascular Plants of Bear Valley, Walker Ridge and Surrounding Areas of Colusa and Lake Counties 1994.
12. California's Forests and Rangelands, State of California 1988.
13. A Planner's Guide for Oak Woodlands.
14. California Native Plant Society's Inventory of Rare and Endangered Plants of California 1994.
15. Restoring Central Valley Streams: A Plan for Action; Dept. of Fish & Game 1993.
16. Conservation Element (Colusa County General Plan).
17. Open Space Element (Colusa County General Plan).
18. Community Services Element (Colusa County General Plan).
19. Farmers and Neighbors: Land Use, Pesticides and Other Issues; UC Agricultural Issues Center 1995.
20. Index – Fire Hazard Severity Zone Maps; California Department of Forestry.
21. Hazardous Waste and Substances Sites List; State of California 1994.
22. California's Far North: County and Regional Profiles; University of California 1996.
23. Specific Project Review and Site Investigation by Staff.
24. Circulation Element (Colusa County General Plan).
25. Sacramento River Flood Control system Evaluation – Phase III – Mid Valley Area; State of California, U. S. Army Corps of Engineers & The Reclamation Board, March 1996.
26. Federal Emergency Management Agency Flood Insurance Rate Maps, May 15, 2003.
27. California Natural Diversity Database Website, 2011
28. Colusa County Air Pollution Control District, Rule 3.1
29. Additional Source Documentation as noted in the Initial Study

NOTE: All of the above listed Checklist sources are on file at the Colusa County Department of Planning & Building and Department of Public Works. Staff is available to assist you in checking any references.

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MITIGATION MONITORING PROGRAM LARJER TPM

The applicant shall be provided a copy of the Mitigation Monitoring Program. The applicant has already had an opportunity to review and discuss the following mitigation measures with County staff. The Mitigation Monitoring Program is a requirement of the California Environmental Quality Act (CEQA). Prior to recordation of the Final Map, the application shall provide his/her signature to this Mitigation Monitoring Program.

All appropriate County agencies shall be provided a copy of the Mitigation Monitoring Program. The applicant, future purchasers of the newly created parcels, applicants for building permits on these parcels, and contractors shall all be given copies of the Mitigation Monitoring Program. The responsibilities of the appropriate agencies and/or individuals is indicated with each mitigation measure and/or the Monitor column.

Mitigation Monitoring Program

Monitor	Mitigation Measure	Result	Date
Department of Planning and Building	If cultural or historic resources are encountered on the project site, the applicant shall halt work immediately and notify the Colusa County Planning & Building Department and contract with a professionally licensed archaeologist. The archaeologist shall assess the resources and develop appropriate management recommendations for archaeological resource treatment.		

Signature of Applicant (or Owner, or Contractor)

4/19/19
Date

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

PIONEER REVIEW: Please publish on
Wednesday, April 3, 2019.
POSTED: At the Colusa Courthouse on March 29, 2019.

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION AND NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the **Colusa County Community Development Department** invites public review and comment on the environmental documents prepared for the **Zoning Amendment #19-1-1 and Tentative Parcel Map #19-1-1, ED #19-1, Larjer Inc. (Larry Graham)** project. The public review period begins on April 4, 2019 and ends on April 23, 2019.

NOTICE IS ALSO HEREBY GIVEN THAT the **Colusa County Planning Commission** will conduct a Public Hearing on **May 1, 2019** at 9:00 a.m. in the County Board of Supervisors Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 to consider the following:

Zoning Amendment #19-1-1 and Tentative Parcel Map #19-1-1, ED #19-1, Larjer Inc. (Larry Graham) - A proposed Resolution recommending to the Colusa County Board of Supervisors to adopt a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program for a Zoning Amendment to change the Zoning designation from Rural Residential – 5 acre minimum (RR-5) to Rural Residential – 2 acre minimum (RR-2) and a Tentative Parcel Map to subdivide an 8.39±acre parcel into four parcels 2+acres in size, located west of the Walnut Ranch Subdivision at the end of Sanborn Drive adjacent to the southern portion of the City of Colusa; identified as APN 015-380-002.

The Colusa County Board of Supervisors will hold a duly noticed Public Hearing to consider this recommendation and approval/adoption at a later date.

All documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530) 458-0508 and at the Community Development Department, 220 12th Street, Colusa, CA (530)-458-0480. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Secretary to the Planning Commission, 220 12th Street, Colusa, CA (530) 458-0480, or by e-mail at tloudon@countyofcolusa.org. All persons are invited to attend and be heard.

If you challenge the proposed project or environmental determination in court, you may be limited to raising only those issues you or someone else raised a the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: March 29, 2019

By: _____
Melissa Kitts, Deputy Clerk

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

RESOLUTION 19 - 004

A RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION RECOMMENDING ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF A ZONING AMENDMENT (ZA #19-1-1) AND A TENTATIVE PARCEL MAP (TPM #19-1-1) FOR THE SUBDIVISION OF AN 8.4± ACRE PARCEL (015-380-002) INTO FOUR 2.1± ACRE PARCELS

WHEREAS, on January 10, 2019 an application was filed by Larjer, Inc. (Larry Graham) requesting a zoning amendment to an 8.4± acre parcel so it could be subdivided through a tentative parcel map;

WHEREAS, said application requests changing an 8.4± acre parcel, Assessor Parcel Number (APN) 015-380-002 ("Property"), from Rural Residential (RR-5) zoning to Rural Residential (RR-2) zoning as shown on Exhibits "A", "B" and "C" to this Resolution ("ZA #19-1-1");

WHEREAS, said application requests approval of a Tentative Parcel Map ("TPM #19-1-1") to subdivide the existing 8.4± acre Property into a 2.1± acre parcel (Parcel #1), a second 2.1± acre parcel (Parcel #2), a third 2.1± acre parcel (Parcel #3) and a fourth 2.1± acre parcel (Parcel #4);

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and has prepared an Initial Study and as a result of the analysis of the Initial Study prepared a proposed Mitigated Negative Declaration under CEQA for the proposed project;

WHEREAS, a Notice of Intent to adopt the proposed Mitigated Negative Declaration and a Public Hearing Notice for the proposed Tentative Parcel Map was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on the proposed Zoning Amendment (ZA #19-1-1), and Tentative Parcel Map (TPM #19-1-1) for the Property as shown on Exhibits "A", "B" and "C" attached to this resolution; and

WHEREAS, during said hearing, the Planning Commission considered the requested applications, the Planning Unit staff report, and all comments and evidence submitted into evidence at the hearing and staff's proposed environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, based on its analysis of all evidence and testimony considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the

health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be unreasonably incompatible with surrounding land uses with the incorporation of mitigation measures identified in the Initial Study.

3. The project is in a zoning classification conditionally suitable for the proposed use.

4. The configuration of the parcels and improvement of the property will not conflict with easements, access through, or use of the property.

5. Approval of this project will not be detrimental to the public health, safety and welfare, with compliance of the required conditions and mitigation measures.

6. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Rural Residential (RR) land use designation.

7. The project is consistent with the Colusa County Zoning Ordinance's Rural Residential (RR-2) regulations.

8. The project will not have a significant impact on cultural or historic resources with implementation of the mitigation measures and conditions of approval presented in Exhibit D.

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a Mitigated Negative Declaration with Mitigation Measures and in doing so:

   A. Find that the Initial Study was completed in accordance with the California Environmental Quality Act; and the study identified potential significant environmental effects and includes appropriate Mitigation Measures attached as Exhibit A that would mitigate such effects to a level less than significant.

   B. Find the Mitigated Negative Declaration reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass Zoning Amendment, ZA #19-1-1 as shown on Exhibit "A" and Exhibit "B" prepared by the Colusa County Community Development staff, and approve the Tentative Parcel Map, TPM #19-1-1 as shown on Exhibit "C" prepared by the California Engineering Company dated January 10, 2019 attached to the Planning Commission staff report of May 1, 2019 and on file with the Colusa County Community Development Department.

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 1st day of May 2019, by the following vote:

AYES: Commissioners Barry Morrell, Dave Mccullough, Don Parsons, and Gail Beduhn.

NOES: None.

ABSENT: None.

Gail Bedhun, Chairman
Planning Commission

ATTEST: Greg Plucker
Secretary to the Planning Commission
Director of the Community Development Department

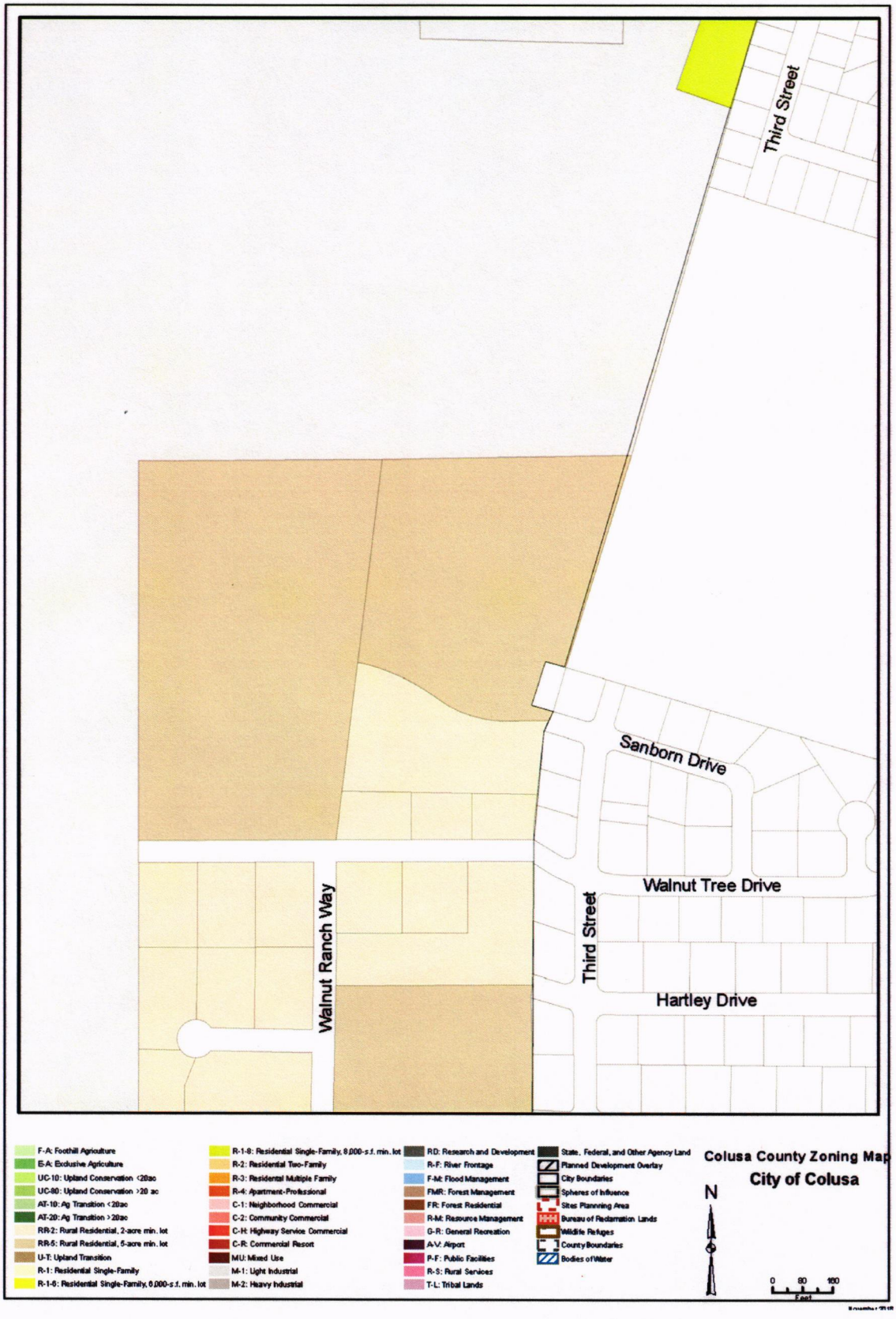
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

Marcos Kropf, County Counsel

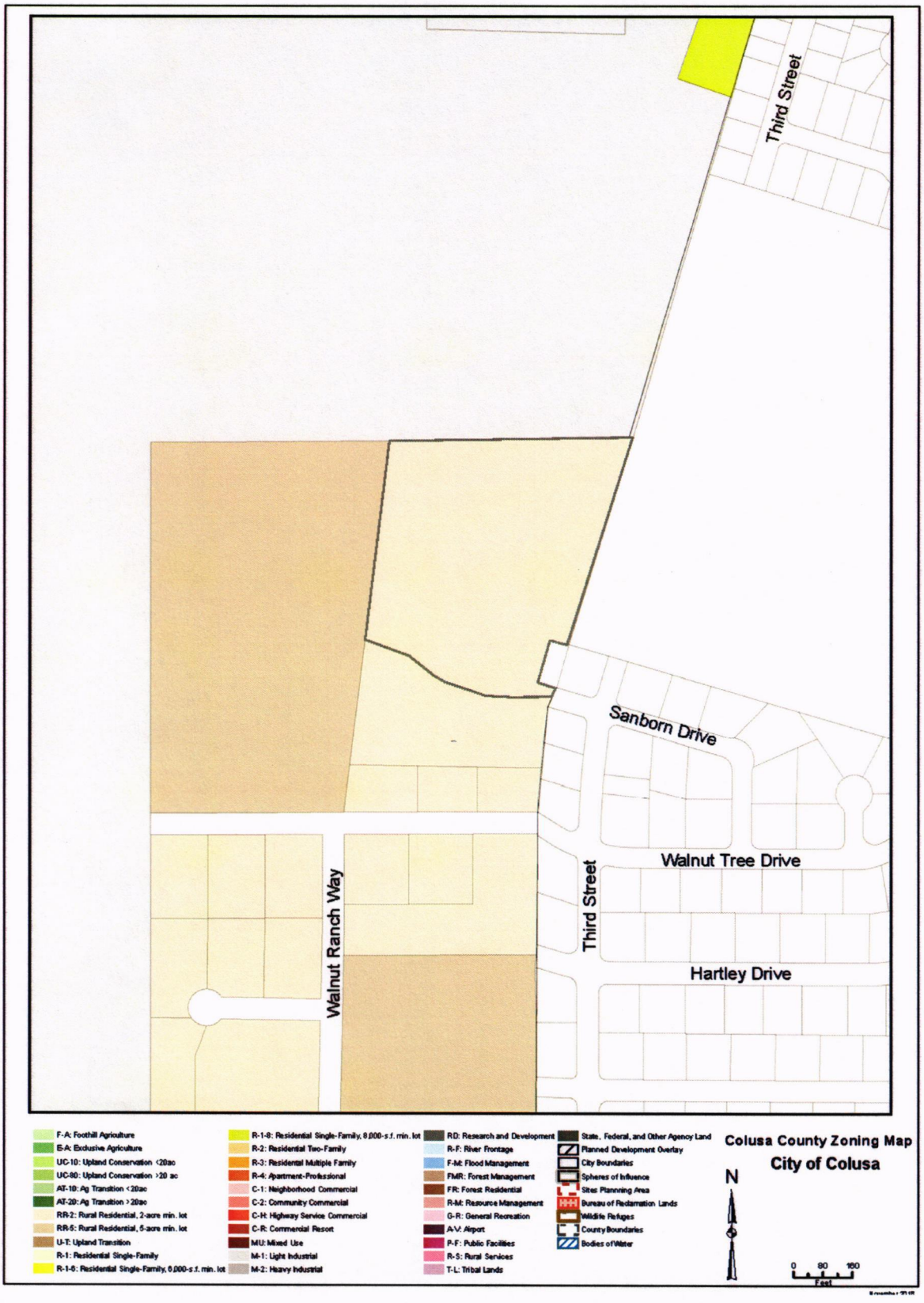
Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Exhibit A
Existing Zoning



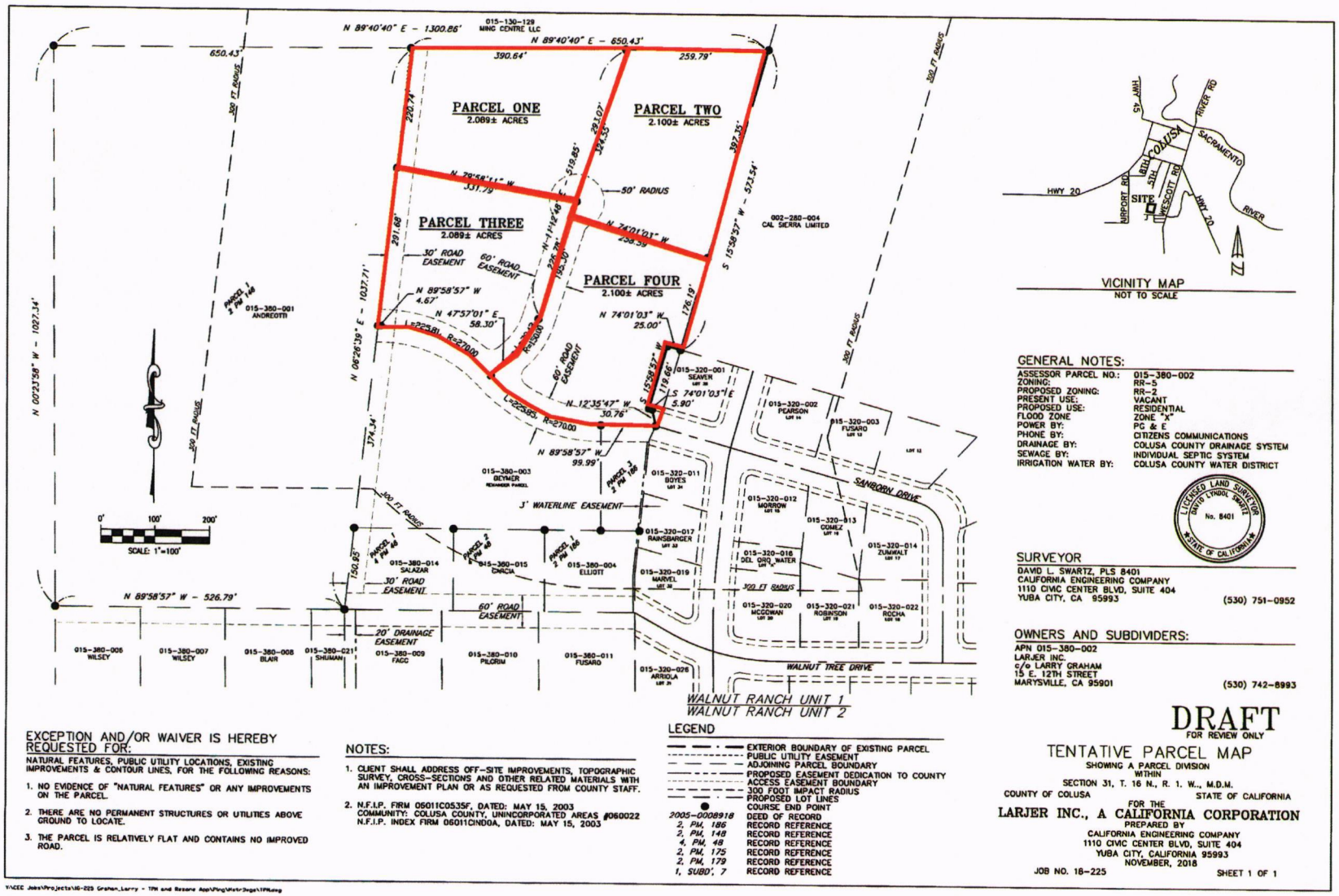
Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Exhibit B
Proposed Zoning



Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Exhibit C



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

ASSESSOR PARCEL NO.:	015-380-002
ZONING:	RR-5
PROPOSED ZONING:	RR-2
PRESENT USE:	VACANT
PROPOSED USE:	RESIDENTIAL
FLOOD ZONE	ZONE "X"
POWER BY:	PG & E
PHONE BY:	CITIZENS COMMUNICATIONS
DRAINAGE BY:	COLUSA COUNTY DRAINAGE SYSTEM
SEWAGE BY:	INDIVIDUAL SEPTIC SYSTEM
IRRIGATION WATER BY:	COLUSA COUNTY WATER DISTRICT

LICENSED LAND SURVEYOR
DAVID LYNDOL SWARTZ
No. 8401
STATE OF CALIFORNIA

SURVEYOR
DAVID L. SWARTZ, PLS 8401
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CA 95993
(530) 751-0952

OWNERS AND SUBDIVIDERS:
APN 015-380-002
LARJER INC.
c/o LARRY GRAHAM
15 E. 12TH STREET
MARYSVILLE, CA 95901
(530) 742-8993

EXCEPTION AND/OR WAIVER IS HEREBY REQUESTED FOR:
NATURAL FEATURES, PUBLIC UTILITY LOCATIONS, EXISTING IMPROVEMENTS & CONTOUR LINES, FOR THE FOLLOWING REASONS:

1. NO EVIDENCE OF "NATURAL FEATURES" OR ANY IMPROVEMENTS ON THE PARCEL.
2. THERE ARE NO PERMANENT STRUCTURES OR UTILITIES ABOVE GROUND TO LOCATE.
3. THE PARCEL IS RELATIVELY FLAT AND CONTAINS NO IMPROVED ROAD.

NOTES:

1. CLIENT SHALL ADDRESS OFF-SITE IMPROVEMENTS, TOPOGRAPHIC SURVEY, CROSS-SECTIONS AND OTHER RELATED MATERIALS WITH AN IMPROVEMENT PLAN OR AS REQUESTED FROM COUNTY STAFF.
2. N.F.I.P. FIRM 06011C0535F, DATED: MAY 15, 2003
COMMUNITY: COLUSA COUNTY, UNINCORPORATED AREAS #060022
N.F.I.P. INDEX FIRM 06011CIND0A, DATED: MAY 15, 2003

LEGEND

— · — · —	EXTERIOR BOUNDARY OF EXISTING PARCEL
----------	PUBLIC UTILITY EASEMENT
— — — —	ADJOINING PARCEL BOUNDARY
— — — —	PROPOSED EASEMENT DEDICATION TO COUNTY
----------	ACCESS EASEMENT BOUNDARY
— — — —	300 FOOT IMPACT RADIUS
----------	PROPOSED LOT LINES
●	COURSE END POINT
2005-0008918	DEED OF RECORD
2, PM, 186	RECORD REFERENCE
2, PM, 148	RECORD REFERENCE
4, PM, 48	RECORD REFERENCE
2, PM, 175	RECORD REFERENCE
2, PM, 179	RECORD REFERENCE
1, SUBD', 7	RECORD REFERENCE

DRAFT
FOR REVIEW ONLY

TENTATIVE PARCEL MAP
SHOWING A PARCEL DIVISION
WITHIN
SECTION 31, T. 16 N., R. 1. W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA
FOR THE
LARJER INC., A CALIFORNIA CORPORATION
PREPARED BY
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CALIFORNIA 95993
NOVEMBER, 2018
JOB NO. 18-225 SHEET 1 OF 1

Y:\CEC Jobs\Projects\18-225 Graham_Larry - TPM and Rezone App\Dwg\Master Dwgs\TPM.dwg

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and

Exhibit D

Tentative Parcel Map Conditions of for Larjer TPM #19-1-1, Tentative Parcel Map dividing an existing 8.4± acre parcel into parcel 1 – 2.1± acres, Parcel 2 – 2.1± acres, Parcel 3 – 2.1± acres, and Parcel 4 – 2.1± acres

CONDITIONS OF APPROVAL:

Department of Planning and Building

1. Approval of Tentative Parcel Map #19-1-1 is subject to the Board of Supervisor's approval of the ZA #19-1-1.

2. The final Parcel Map shall conform to Tentative Map #19-1-1 submitted and on file at the Colusa County Department of Planning and Building and as approved by the Colusa County Planning Commission. Major revisions to the Parcel Map as determined by the County Surveyor shall not occur without prior formal approval by the Colusa County Planning Commission.

3. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.

4. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.

5. If cultural or historic resources are encountered on the project site, the applicant shall halt work immediately and notify the Colusa County Department of Planning & Building and a professionally licensed archaeologist. The archaeologist shall assess the resources and develop appropriate management recommendations for archaeological resource treatment. (MM).

Environmental Health

6. Prior to new well construction, the applicant shall ensure that any abandoned wells shall be destroyed under permit and inspection by Environmental Health.

7. During the Building Permit Project Routing Form process the applicant shall contact Environmental Health to apply for on-site sewage disposal permit and well permit.

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

Public Works

7. Existing easements for these properties, including those which lie outside of the Parcel Map Boundary shall be shown on final map. Easements that will be utilized for both access and utilities shall be a minimum of 60-feet width.

8. Prior to final Parcel Map approval the applicant shall submit a private road maintenance agreement to Public Works for review and approval.

9. Prior to final Parcel Map approval the applicant shall submit a drainage plan to Public Works for review and approval to ensure that drainage does not negatively impact neighboring properties.

10. Prior to the issuance of any building permits, all weather access roads shall be constructed to the building site, conforming to County Standards and Fire Department requirements (a minimum of 6 to 8 inches of packed gravel).

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code. Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C,D,E) of the Colusa County Code.

Attachment: Commission Staff Report and Draft Resolution Recommending Approval of ZA #19-1-1 and TPM #19-1-1 (8261 : Resolution for PM

RESOLUTION NO. 19 - 031

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING OF A MITIGATED NEGATIVE DECLARATION AND APPROVING TENTATIVE PARCEL MAP (TPM #19-1-1) FOR A 8.4± ACRE PARCEL (APN: 015-380-002) RESULTING IN FOUR 2.1± ACRE PARCELS

WHEREAS, on January 10, 2019 an application was filed by Larjer, Inc. (Larry Graham) on APN 015-380-002 for the approval of the proposed Tentative Parcel Map and Rezoning of the subject parcel;

WHEREAS, the application requests approval of the Tentative Parcel Map to subdivide an existing 8.4± acre property into a four 2.1± acre parcels; and

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and has prepared an Initial Study and as a result of the analysis in the Initial Study prepared a proposed Mitigated Negative Declaration for the proposed project;

WHEREAS, a Notice of Intent to adopt the proposed Mitigated Negative Declaration and a Public Hearing Notice for the proposed Tentative Parcel Map was noticed and published in accordance with all applicable requirements;

WHEREAS, the Colusa County Planning Commission conducted a public hearing on May 1, 2019 on the proposed Tentative Parcel Map (TPM #19-1-1) and accompany rezoning application (ZA#19-1-1), and recommended approval to the Board of Supervisors of the applications through the adoption of Resolution 19-004:

WHEREAS, in accordance with California Government Code Sections 65358 and 65850 et seq., the Colusa County Board of Supervisors conducted a public hearing on June 25, 2019 for the proposed Tentative Parcel Map (TPM #19-1-1) and rezoning application; and

WHEREAS, during said hearing, the Board of Supervisors considered the requested application, the Planning Unit staff report, and all comments and evidence submitted into evidence at said hearing and staff's proposed environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts a Mitigated Negative Declaration with Mitigation Measures and in doing so:

1 Finds that the Initial Study was completed in accordance with the California Environmental Quality Act; that the study identified potential significant environmental effects and includes appropriate Mitigation Measures attached as found in Attachment 3 (CEQA Documents) of staff report that would mitigate such effects to a level less than significant; and

2. Finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the County, which is the lead agency.

BE IF FURTHER RESOLVED that the Board approves the Tentative Parcel Map, TPM #19-1-1 contingent upon the rezoning of the property as proposed in Zoning Amendment #19-1-1) becoming

Attachment: Board Resolution No. 19-031 Adopting MND/MMRP and Approving TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

effective, as shown on Exhibit "A" prepared by the California Engineering Company dated January 10, 2019 attached to this resolution and on file with the Colusa County Community Development Department.

BE IT FURTHER RESOLVE that the Board finds:

A. The proposed project will not impair the integrity and character of the zone in which the land lies, and that the use would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

1. The project would not be unreasonably incompatible with surrounding land uses with the incorporation of mitigation measures identified in the Initial Study.

2. The project is in a zoning classification conditionally suitable for the proposed use.

3. The configuration of the parcels and improvement of the property will not conflict with easements, access through or use of the property.

4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions and mitigation measures.

B. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Rural Residential (RR) land use designation.

C. The project is consistent with the Colusa County Zoning Ordinance's Rural Residential (RR-2) regulations.

D. The project will not have a significant impact on cultural or historic resources with implementation of the mitigation measures and conditions of approval presented in Exhibit B.

PASSED AND ADOPTED by the Colusa County Board of Supervisors, State of California, this 25th day of June 2019, by the following vote:

AYES: Supervisors Denise J. Carter, Gary J. Evans, Jose Merced Corona, John D. Loudon, and Kent S. Boes.

NOES: None.

ABSENT: None.

Kent S. Boes, Chairperson
Board of Supervisors

Attachment: Board Resolution No. 19-031 Adopting MND/MMRP and Approving TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

ATTEST: Wendy Tyler, Clerk
of the Board of Supervisors

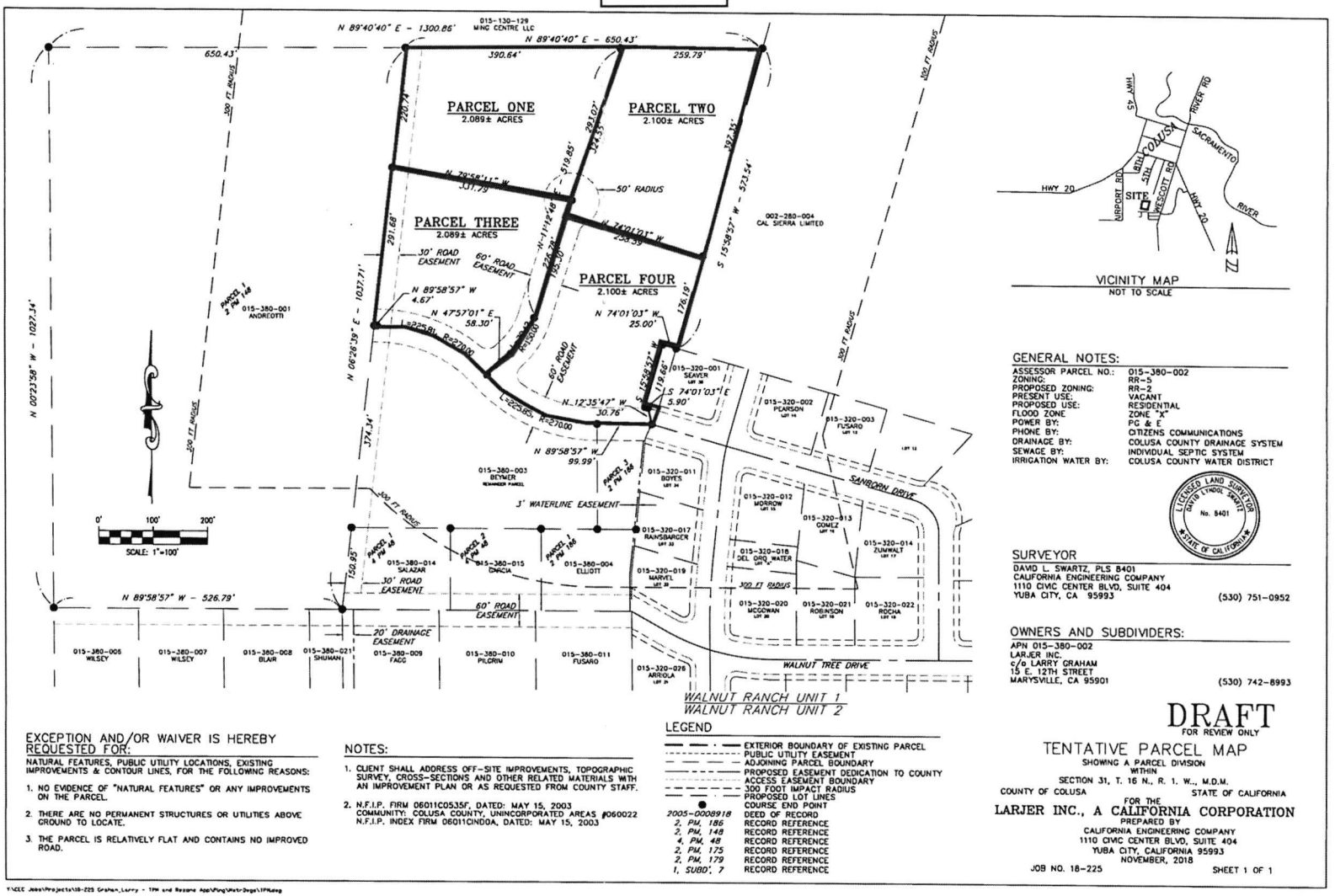
By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
For Marcos A. Kropf, County Counsel

Attachment: Board Resolution No. 19-031 Adopting MND/MMRP and Approving TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

Exhibit A



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

ASSESSOR PARCEL NO.:	015-380-002
ZONING:	RR-5
PROPOSED ZONING:	RR-2
PRESENT USE:	VACANT
PROPOSED USE:	RESIDENTIAL
FLOOD ZONE	ZONE "X"
POWER BY:	PG & E
PHONE BY:	CITIZENS COMMUNICATIONS
DRAINAGE BY:	COLUSA COUNTY DRAINAGE SYSTEM
SEWAGE BY:	INDIVIDUAL SEPTIC SYSTEM
IRRIGATION WATER BY:	COLUSA COUNTY WATER DISTRICT

LICENSED LAND SURVEYOR DAVID L. SWARTZ No. 8401 STATE OF CALIFORNIA

SURVEYOR

DAVID L. SWARTZ, PLS 8401
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CA 95993
(530) 751-0952

OWNERS AND SUBDIVIDERS:

APN 015-380-002
LARJER INC.
c/o LARRY GRAHAM
15 E. 12TH STREET
MARYSVILLE, CA 95901
(530) 742-8993

EXCEPTION AND/OR WAIVER IS HEREBY REQUESTED FOR:

NATURAL FEATURES, PUBLIC UTILITY LOCATIONS, EXISTING IMPROVEMENTS & CONTOUR LINES, FOR THE FOLLOWING REASONS:

1. NO EVIDENCE OF "NATURAL FEATURES" OR ANY IMPROVEMENTS ON THE PARCEL.
2. THERE ARE NO PERMANENT STRUCTURES OR UTILITIES ABOVE GROUND TO LOCATE.
3. THE PARCEL IS RELATIVELY FLAT AND CONTAINS NO IMPROVED ROAD.

NOTES:

1. CLIENT SHALL ADDRESS OFF-SITE IMPROVEMENTS, TOPOGRAPHIC SURVEY, CROSS-SECTIONS AND OTHER RELATED MATERIALS WITH AN IMPROVEMENT PLAN OR AS REQUESTED FROM COUNTY STAFF.
2. N.F.I.P. FIRM 06011C0535F, DATED: MAY 15, 2003
   COMMUNITY: COLUSA COUNTY, UNINCORPORATED AREAS #060022
   N.F.I.P. INDEX FIRM 06011CIND0A, DATED: MAY 15, 2003

LEGEND

	EXTERIOR BOUNDARY OF EXISTING PARCEL
	PUBLIC UTILITY EASEMENT
	ADJOINING PARCEL BOUNDARY
	PROPOSED EASEMENT DEDICATION TO COUNTY
	ACCESS EASEMENT BOUNDARY
	300 FOOT IMPACT RADIUS
	PROPOSED LOT LINES
●	COURSE END POINT
2005-0008918	DEED OF RECORD
2, PM, 186	RECORD REFERENCE
2, PM, 148	RECORD REFERENCE
4, PM, 48	RECORD REFERENCE
2, PM, 175	RECORD REFERENCE
2, PM, 179	RECORD REFERENCE
1, SUBD', 7	RECORD REFERENCE

DRAFT
FOR REVIEW ONLY

TENTATIVE PARCEL MAP

SHOWING A PARCEL DIVISION
WITHIN
SECTION 31, T. 16 N., R. 1. W., M.D.M.
COUNTY OF COLUSA STATE OF CALIFORNIA
FOR THE
LARJER INC., A CALIFORNIA CORPORATION
PREPARED BY
CALIFORNIA ENGINEERING COMPANY
1110 CIVIC CENTER BLVD, SUITE 404
YUBA CITY, CALIFORNIA 95993
NOVEMBER, 2018

JOB NO. 18-225 SHEET 1 OF 1

Y:\CEC Jobs\Projects\18-225 Graham_Larry - TPM and Rezone App\Dwg\Metric Dwgs\1PM.dwg

Attachment: Board Resolution No. 19-031 Adopting MND/MMRP and Approving TPM #19-1-1 (8261 :

Exhibit B

Tentative Parcel Map Conditions of for Larjer TPM #19-1-1, Tentative Parcel Map dividing an existing 8.4± acre parcel into parcel 1 – 2.1± acres, Parcel 2 – 2.1± acres, Parcel 3 – 2.1± acres, and Parcel 4 – 2.1± acres

CONDITIONS OF APPROVAL:

Department of Planning and Building

1. Approval of Tentative Parcel Map #19-1-1 is subject to the Board of Supervisor's approval of the ZA #19-1-1.

2. The final Parcel Map shall conform to Tentative Map #19-1-1 submitted and on file at the Colusa County Department of Planning and Building and as approved by the Colusa County Planning Commission. Major revisions to the Parcel Map as determined by the County Surveyor shall not occur without prior formal approval by the Colusa County Planning Commission.

3. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.

4. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.

5. If cultural or historic resources are encountered on the project site, the applicant shall halt work immediately and notify the Colusa County Department of Planning & Building and a professionally licensed archaeologist. The archaeologist shall assess the resources and develop appropriate management recommendations for archaeological resource treatment. (MM).

6. Prior to final Parcel Map approval, a notation shall be included on the final Parcel map to the satisfaction of the Community Development Director informing future property owners of Colusa County's Right to Farm Ordinance which requires that a seller of real property in Colusa County shall disclose to all purchasers that the property may be subject to inconvenience or discomfort arising from agricultural uses and that all purchasers should be prepared to accept such inconvenience or discomfort as normal and necessary to farm operations.

Environmental Health

7. Prior to new well construction, the applicant shall ensure that any abandoned wells shall be destroyed under permit and inspection by Environmental Health.

Attachment: Board Resolution No. 19-031 Adopting MND/MMRP and Approving TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

8. During the Building Permit Project Routing Form process the applicant shall contact Environmental Health to apply for on-site sewage disposal permit and well permit.

Public Works

9. Existing easements for these properties, including those which lie outside of the Parcel Map Boundary shall be shown on final map. Easements that will be utilized for both access and utilities shall be a minimum of 60-feet width.

10. Prior to final Parcel Map approval the applicant shall submit a private road maintenance agreement to Public Works for review and approval.

11. Prior to final Parcel Map approval the applicant shall submit a drainage plan to Public Works for review and approval to ensure that drainage does not negatively impact neighboring properties.

12. Prior to the issuance of any building permits, all weather access roads shall be constructed to the building site, conforming to County Standards and Fire Department requirements (a minimum of 6 to 8 inches of packed gravel).

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code. Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C,D,E) of the Colusa County Code.

Attachment: Board Resolution No. 19-031 Adopting MND/MMRP and Approving TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

ORDINANCE NO. 800

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM AND AMENDING COUNTY ZONING MAPS TO REZONE AN 8.4±-ACRE SITE TO RURAL RESIDENTIAL (RR-2)

The Board of Supervisors of the County of Colusa ordains as follows:

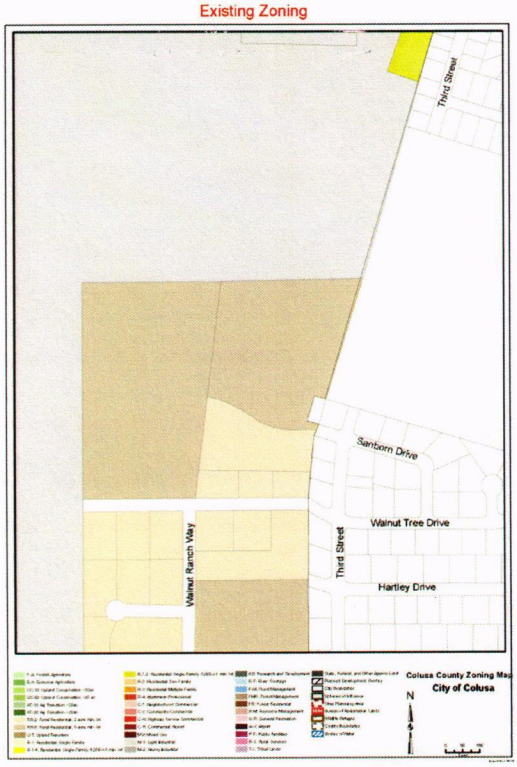
SECTION 1.

This ordinance is subject to the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared. The CEQA documents were noticed in accordance with California Government Code sections 65358 and 65850 et seq., prior to the Colusa County Planning Commission conducting a public hearing on the proposed GPA #19-1-1 and ZA #19-1-1 on May 1, 2019. No comments were received during public review period. The Planning Commission recommended adoption of the MND and MMRP by the Board of Supervisors.

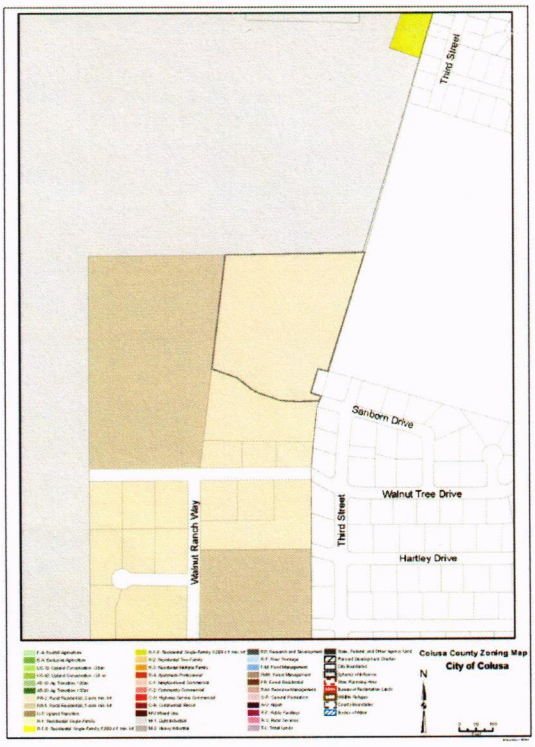
SECTION 2.

The official zoning maps of Colusa County are amended to change the zoning designation of APN: 015-380-002 from Rural Residential (RR-5) to Rural Residential (RR-2) as shown below:

Existing Zoning



Proposed Zoning



Attachment: Board Ordinance #800 Approving Rezone #19-1-1 (8261 : Resolution for PM #19-1-1)

SECTION 3.

The provisions of this ordinance are severable and if any provision or its application in a particular circumstance is held invalid, the remainder of the ordinance amendment, including the application of such part or provision in other circumstances, shall not be affected and shall continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

SECTION 4.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced and passed at a regular meeting of the Board of Supervisors held on the 25th day of June, 2019 by the following vote:

AYES: Supervisors Denise J. Carter, Gary J. Evans, Jose Merced Corona, John D. Loudon, and Kent S. Boes.

NOES: None.

ABSENT: None.

Kent S. Boes, Chairperson
Board of Supervisors

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

By: _____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

Jennifer Sutton,
Senior Deputy County Counsel

Attachment: Board Ordinance #800 Approving Rezone #19-1-1 (8261 : Resolution for PM #19-1-1)

PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of __April 19_____ ,2022, applicable to the undersigned parcel owners and users.

RECITALS

WHEREAS, Sanborn Court, is a private road situated in COLUSA, County of COLUSA, State of CALIFORNIA and

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvement to the ROAD: and

WHEREAS, it is agreed that future parcel owners or users will be bound by this agreement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Road shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, serviced and emergency vehicles.

2. Utility Easement. The Road shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. Road Manager. A Road Manager shall be elected by the majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Manager shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

4. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of all parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Manager, costs estimates will be provided, and an agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the owner performing such work shall become liable for the entire cost thereof. Unless suck work is deemed an emergency.

5. Parking. For the safety of the residents, no machinery, trailer, vehicles or other property maybe stored or parked upon the Private Road, except parking of vehicles for the limited periods of time (not to exceed twelve hours).

Attachment: Signed Road Maintenance Agreement TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

6. Cost Sharing. Road maintenance, snowplowing, and road improvements costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road.

7. Definition of a Parcel/Parcel Owner. A parcel is defined as a land having a parcel identification number and having frontage on the road. Each parcel is addressed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represent one vote in the matters covered by the Agreement). When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of the record.

8. Future Parcels. Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing, and improvement costs incurred after the split as determined using the formula contained in Paragraph No 6 above.

9. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

11. Amendment. This Agreement may be amended only by two-thirds majority consent of all parcel owners.

12. Enforcement. This Agreement may be enforced by a majority of parcel owners. If a court action of lawsuit is necessary to enforce this Agreement the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

13. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for the local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator, all parties shall share in the cost of any arbitration.

14. Notices. Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

15. Invalidity. Should any prevision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

16. Other Agreements. This Private Road Maintenance Agreement replaced all previous Private Road Maintenance Agreements regarding the described Private Road.

17. Recording This Document. Original and amended copies of this document, shall be recorded and provided to each parcel owner.

Attachment: Signed Road Maintenance Agreement TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

PRIVATE ROAD MAINTENANCE AGREEMENT ACKNOWLEDGMENT

Signed,

Name	Date
Name	Date
Name	Date
Name	Date
Name	Date
Name	4/19/22 Date

The Foregoing instrument was acknowledged/Subscribed and sworn to before me on April 19, 2022 by Larry Graham

/s/_____

Notary public, State of California, Count of Sutter
My Commission Expires Sept 24, 2023
Acting in the County of Yuba

ANNE E. GOMES
Notary Public - California
Sutter County
Commission # 2306590
My Comm. Expires Sep 24, 2023

Attachment: Signed Road Maintenance Agreement TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

COUNTY OF COLUSA - CASH RECEIPT DEPOSIT

Date: 2/14/2022 Prepared By: STEPHANIE JUAREZ

Dept Name: TTC Payment from: Pre Payment of Taxes

Description: 015-380-002

Select Backup Submission Option: Backup Included

AMOUNT	TENDER TYPE
	Cash
2,550.18	Check
	Direct Deposit
	Other
2,550.18	TOTAL

Please deposit the following:

SUBSYSTEM GROUP	SUBSYSTEM ID	FUND-OBJ-DEPT-PROJ	DESCRIPTION	Amount Debit	Amount Credit
	ptk-o	756-24393-000-4	015-380-002 PrePayment		2,550.18
			TOTAL DR-CR	-	2,550.18
			NET DEPOSIT		2,550.18

Email for Receipt:

spjuarez@countyofcolusa.com

Treasurer's Use Only

Received by: Sjuarez

Receipt No. 203242

Attachment: Larjer Tax Prepay Parcel Map TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

Parcel Map Pre-Paid Taxes

Assessment Number: 015-380-002

Name on Current Roll: LARJER INC A CA CORPORATION

Payment of Estimated Tax for Fiscal Year: 2022 / 2023

Current Fiscal Year: 2021 / 2022

Current Taxes: 2475.90

Current Supplemental:

Prior Supplemental:

Subtotal: 2475.90

Subtotal X 3%: 74.28

Total Estimated Taxes: 2550.18

Paid by: Larjer Inc

Address: 10 10th st
Marysville, CA 95901

Date Paid:

Deposit Receipt #: 203242

JE # _____ Date: _____
(Transferring from trust to taxes)

Attachment: Larjer Tax Prepay Parcel Map TPM #19-1-1 (8261 : Resolution for PM #19-1-1)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: April 26, 2022

DEPARTMENT: Probation

FROM: Fanny Reynoso

SUBJECT: Resolution for SB 823 Grant Funding

Adopt a Resolution authorizing the Chief Probation Officer or County Administrative Officer to Apply for, Execute, and Accept the Youth Programs and Facilities Grant From the Board of State and Community Corrections (BSCC).

Detailed Description/Background of request

Governor Newsom signed Senate Bill 823 which began the closure of the state's Division of Juvenile Justice (DJJ), realigning those state functions to county governments. Under SB 823, DJJ intake will close for most youth on July 1, 2021, and counties then become fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

As part of SB 823, $9.6 million was set aside for the BSCC to award one-time grants to counties for the purpose of proving resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care. Colusa County has been awarded $167,529.00.

Colusa County is delegating their grant funds to Yuba County, as the lead agency, to complete said infrastructure project.

Before grant funds can be reimbursed, the grantee must submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement.

Prior Board Action

On September 28, 2021 the Board approved the SB823 Grant standard agreement with the Board of State and Community Corrections.

On March 23, 2022 BSCC reached out with an updated grant agreement. The mailing address was updated to match the GovtTIN address. Upon Board's approval of Resolution the CAO will sign updated grant agreement.

Fiscal Impact/Funding Source

Action for the Clerk
Scan and email the resolution and signed updated Grant Agreement to SB823Grant@bscc.ca.gov
and cc Michael Rogers and Fanny Reynoso

ATTACHMENTS:

- SB 823 Resolution 3-28-22 (DOCX)
- Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (PDF)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING COLUSA COUNTY CHIEF PROBATION OFFICER OR COUNTY ADMINISTRATIVE OFFICER TO EXECUTE, AND ACCEPT THE YOUTH PROGRAMS AND FACILITIES GRANT FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)

WHEREAS, On September 30, 2020, Governor Newsom signed Senate Bill 823, which began the closure of the state's Division of Juvenile Justice, realigning those state functions to county governments; and;

WHEREAS, as part of SB 823, $9.6 million was set aside for the Board of State and Community Corrections (hereafter referred to as the BSCC), to award the non-match grants to counties through the Youth Programs and Facilities Grant Program, for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care; and

WHEREAS, Yuba, Sutter and Colusa counties, under the authority of a Joint Powers Agreement, operate facilities located on the Tri-County Youth Rehabilitation Campus located in Yuba County; and

WHEREAS, Yuba, Sutter and Colusa counties desire to complete infrastructure repairs to the Secure Housing Unit to resolve deferred maintenance of interior paint and exterior block wall sealing; create an outdoor recreation space; and establish a trauma informed interior space where youth can thrive and be reintegrated into the community; and

WHEREAS, Yuba, Sutter and Colusa counties have applied for and been approved for grant funding of at least $144,000 each; and

WHEREAS, Sutter and Colusa counties have indicated an intent to delegate their grant funds to Yuba county, as the lead agency, to complete said infrastructure project; and

WHEREAS, this resolution desires to have the Board of Supervisors authorize and delegate authority to the Chief Probation Officer or County Administrative Officer to execute the grant agreement and all other documents, receive and disperse funds in accordance with the grant terms and conditions, prepare for the project, construction of the project, administer the grant program, and project closeout; and

WHEREAS, the grant funds received hereunder shall not be used to supplant expenditures controlled by this body; and

WHEREAS, the Colusa County Probation Department agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Attachment: SB 823 Resolution 3-28-22 (8294 : Resolution for SB 823 Grant Funding)

WHEREAS, Colusa affirms intent to delegate funds under this agreement to Yuba County Probation Department.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors authorizes and delegates authority to the Chief Probation Officer or County Administrative Officer to execute the Grant Agreement and all necessary related documents, accept and administer grant funding from BSCC Youth Programs and Facilities Grant Program in accordance with the Grant terms and conditions, for the completion of infrastructure improvements to the Secure Housing Unit, subject to approval by County Counsel.

PASSED AND ADOPTED this _____ day of _____, ____ by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair

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

By _____, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: SB 823 Resolution 3-28-22 (8294 : Resolution for SB 823 Grant Funding)

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID:5227-Colusa823PartB

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORIITY NUMBER (If Applicable
Colusa823PartB	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

County of Colusa

2. The term of this Agreement is:

START DATE

JUNE 10, 2021

THROUGH END DATE

JUNE 1, 2024

3. The maximum amount of this Agreement is:

$167,529.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Youth Programs and Facilities Grant Program (YPFG) – Request for Application	*
Attachment 2	YPFG Grant Application	10
Appendix A	YPFG Scoring Panel	1

** This item is hereby incorporated by reference and can be viewed at: https://www.bscc.ca.gov/youth-programs-and-facilities-grant-program-ypgp/*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Colusa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
546 Jay Street, Suite 202	Colusa	CA	95932

PRINTED NAME OF PERSON SIGNING	TITLE
Wendy Tyler	Chief Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Kathleen T. Howard	Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Youth Programs and Facilities Grant Program (YPFG)

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and County of Colusa (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. On September 30, 2020, Governor Newsom signed Senate Bill 823 (Chapter 337, Statutes of 2020), which began the closure of the state's Division of Juvenile Justice, realigning those state functions to county governments. Under SB 823, DJJ intake will close for most youth on July 1, 2021, and counties then become fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

As part of SB 823, $9.6 million was set aside for the Board of State and Community Corrections to "award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care." (Welf. & Inst. Code, § 2250, subd. (a).)

B. Grantee agrees to administer the project in accordance with Attachment 1: YPFG Request for Application (incorporated by reference) and Attachment 2: YPFG Grant Application, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Wendy Tyler
Title: Chief Administrative Officer
Address: 547 Market Street, Room 102, Colusa CA 95932
Phone: (530) 458-0737
Email: wtyler@countyofcolusa.com

Designated Financial Officer authorized to receive warrants:

Name: Fanny Reynoso
Title: Fiscal Analyst
Address: 532 Oak Steet, Colusa CA 95932
Phone: (530) 458-0693.
Email: freynoso@countyofcolusa.com

Project Director authorized to administer the project:

Name: Jamie Sachs
Title: Supervising Probation Officer
Address: 532 Oak Steet, Colusa CA 95932

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT A: SCOPE OF WORK

Phone: (530) 458-2895
Email: jsachs@countyofcolusa.com

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application.

5. REPORTING REQUIREMENTS

By July 31, 2024, each grantee that receives a grant from the Youth Programs and Facilities Grant Program shall submit a Final Report to the BSCC with the following information:

1. An accounting of expenditures.
2. A description of the physical and system enhancements made.
3. How many regional placement beds were supported with the funding.
4. What proportion of the regional placement beds were contracted to other counties and which counties.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection,

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT A: SCOPE OF WORK

examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the YPFG Scoring Panel (See Appendix A) from receiving funds from the YPFG grants awarded under this RFA. Applicants who are awarded grants under this RFA are responsible for reviewing the YPFG Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the YPFG Scoring Panel.

B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

B. All project expenditures and any county match contributions must be incurred by the end of the grant project period, June 1, 2024, and included on the invoice due July 15, 2024. Project expenditures incurred after June 1, 2024 will not be reimbursed.

D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits.

Quarterly Invoicing Periods:	**Due no later than:**
1. June 10, 2021 to August 31, 2021	October 15, 2021
2. September 1, 2021 to November 30, 2021	January 15, 2022
3. December 1, 2021 to February 28, 2022	April 15, 2022
4. March 1, 2022 to May 31, 2022	July 15, 2022
5. June 1, 2022 to August 31, 2022	October 15, 2022
6. September 1, 2022 to November 30, 2022	January 15, 2023
7. December 1, 2022 to February 28, 2023	April 15, 2023
8. March 1, 2023 to May 31, 2023	July 15, 2023
9. June 1, 2023 to August 31, 2023	October 15, 2023
10. September 1, 2023 to November 30, 2023	January 15, 2024
11. December 1, 2023 to February 29, 2024	April 15, 2024
12. March 1, 2024 to June 1, 2024	July 15, 2024

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid through YPFG funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 823 (Statutes of 2020, Chapter 337).

B. If YPFG funding is reduced or falls below estimates contained within the YPFG Request for Application, the BSCC shall have the option to either cancel this Grant Agreement with no

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the Final Report;

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

LINE ITEMS	SB 823 BUDGET		
	STATE REIMBURSED	CASH CONTRIBUTION	TOTAL
1. Construction	$159,940.00	$0.00	$159,940.00
2. Architectural	$0.00	$0.00	$0.00
3. Fixed Furnishings/Equipment	$3,037.00	$0.00	$3,037.00
4. Moveable Furnishings/Equipment	$4,552.00	$0.00	$4,552.00
5. Construction Management	$0.00	$0.00	$0.00
6. Transportation/Equipment	$0.00	$0.00	$0.00
7. Training Materials/Supplies	$0.00	$0.00	$0.00
8. Programing Materials/Supplies	$0.00	$0.00	$0.00
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	$0.00	$0.00	$0.00
10. Other County Costs	$0.00	$0.00	$0.00
Total Project Costs	$167,529.00	$0.00	$167,529.00
Percentage of Total	100.00%	0.00%	100.00%

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the YPFG RFA and described in Appendix D.

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Item 6 of the original Application Package checklist, Appendix D.)

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: YPFG Request for Application Request and Attachment 2: YPFG Grant Application.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

   1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

   2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: YPFG Request for Application Request and Attachment 2: YPFG Grant Application, or approved modifications; and

   3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC County Facilities Construction Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC County Facilities Construction Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC County Facilities Construction Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

render a final decision. If the Grantee does not appeal the decision of the BSCC County Facilities Construction Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

Youth Programs and Facilities Grant Program (YPFG)

Part B All County Distribution Application Package Coversheet

Submitted by:
COLUSA COUNTY

Date Submitted:
May 12, 2021

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

Part B All County Distribution Application Checklist

	Required Items:	✓
1	Cover Sheet (previous page) • Insert Applicant Name and Date of Submission	☒
2	YPFG Proposal Checklist • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	☒
3	Applicant Information Form • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	☒
4	Application Narrative • 2 pages or fewer	☒
5	Budget Attachment	☒
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	☒
	Optional:	
7	Governing Board Resolution (Appendix E) *Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.*	☐

I have reviewed this checklist and verified that all required items are included in this proposal packet.

x Wendy S Tyler

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

Part B All County Distribution Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT Colusa County		TAX IDENTIFICATION #: 94-63000508	
STREET ADDRESS 532 Oak Street	CITY Colusa	STATE CA	ZIP CODE 95932
MAILING ADDRESS (if different) 532 Oak Street	CITY Colusa	STATE CA	ZIP CODE 95932

C. PROJECT TITLE:	Tri-County Infrastructure Project

D. PROJECT SUMMARY (100-150 words):

Effective July 1, 2021, the Department of Juvenile Justice will close intake to most youth which creates a great responsibility for counties to enhance housing, programming, and treatment of these youth. This population of youth tend to be more sophisticated, commit crimes of greater severity, and present higher risk to the community and other youth within the facilities. The Tri-County Infrastructure Project (TCIP) will utilize an existing Secure Housing Unit (SHU) to house these long term "Secure Track" youth separate from the general population. The SHU facility has been vacant for an extended period of time and needs to be updated in order to provide a trauma informed space where these youth can thrive and be reintegrated into the community. Our intention is to utilize these grant funds to complete the updates to the SHU facility.

E. GRANT FUNDS REQUESTED: (See Appendix F: County Juvenile Population Index)

$47,086

F. DEFERRED SPENDING: Is the application for a deferred spending award?	☒ YES ☐ NO
G. LEAD PUBLIC AGENCY:	Colusa County Probation

H. PROJECT DIRECTOR:

NAME **Jamie Sachs**	TITLE **Supervising Probation Officer**		TELEPHONE NUMBER **(530) 458-0665**
STREET ADDRESS **532 Oak Street**			FAX NUMBER **(530) 458-2895**
CITY **Colusa**	STATE **CA**	ZIP CODE **95932**	EMAIL ADDRESS **jsachs@countyofcolusa.org**

I. FINANCIAL OFFICER:

NAME **Fanny Reynoso**	TITLE **Fiscal Analyst**	TELEPHONE NUMBER **(530) 458-0693**	
STREET ADDRESS **532 Oak Street**	FAX NUMBER **(530) 458-2895**		
CITY **Colusa**	STATE **CA**	ZIP CODE **95932**	EMAIL ADDRESS **freynoso@countyofcolusa.org**

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
532 Oak Street	Colusa	CA	95932

J. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
Jamie Sachs	Supervising Probation Officer	(530) 458-0665	
STREET ADDRESS		FAX NUMBER	
532 Oak Street		(530) 458-2895	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Colusa	Ca	95993	jsachs@countyofcolusa.org

J. DAY-TO-DAY FISCAL CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
Fanny Reynoso	Fiscal Analyst	(530) 458-0693	
STREET ADDRESS		FAX NUMBER	
532 Oak Street		(530) 458-2895	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Colusa	CA	95932	freynoso@countyofcolusa.org

L. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Wendy Tyler	County Administrative Officer	(530) 458-0737	wtyler@countyofcolusa.com
STREET ADDRESS	CITY	STATE	ZIP CODE
547 Market Street, Room 102	Colusa	CA	95932
EMAIL ADDRESS			
wtyler@countyofcolusa.com			

APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)	DATE
X Wendy S Tyler	5/10/21

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

Application Narrative

Section 1: Project Need

1.1. The Tri-County Youth Rehabilitation Campus is located in Marysville, California, providing services to the counties of Yuba, Sutter, and Colusa. Juvenile Hall is a 60 bed, 24-hour maximum-security facility for youth of all genders. Maxine Singer Youth Guidance Center, "Camp Singer", is a 48 male bed facility and a 12 bed female facility developed as an alternative to out of home placements and extended stays at Juvenile Hall.

The Secured Housing Unit (SHU) sits adjacent to the Juvenile Hall and contains 15 of the beds (seven rooms with two beds each and one room with a single bed). We anticipate that DJJ realigned youth will initially be housed in the SHU. We know from analyses of our juvenile data that over 50% of youth we have served in the past have childhood trauma scores of 4 or more, and that these scores predict behaviors requiring intense trauma-focused therapeutic efforts. Our data indicates that this has been particularly true for youth committed to DJJ, and we recognize the need for trauma-focused approaches; in order to provide optimal intervention strategies.

Therefore, our project need for these funds is focused on transforming the SHU from a severe, institutional setting into a domain where DJJ youth will have an improved, calming, less stressful, more rehabilitative environment particularly conducive to addressing behaviors arising from effects of childhood trauma.

The target population will be high risk, high needs youth who commit offenses of greater severity [707(b) WI offenses]. Most of these youth have a lengthy history of delinquent behavior, trauma, and lack of prosocial supports. These youth also pose more risk to the community and require a higher level of security and intensive services/programming. The SHU provides this level of security and keeps them separated from the younger, less sophisticated population. Infrastructure upgrades will optimize our ability to provide trauma-based therapies.

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

1.2. The Secured Housing Unit holds a maximum of 15 individuals. Length of stay will vary as long-term higher-risk youths transition from the SHU to Juvenile Hall and Camp Singer.

Section 2: Project Description

2.1. Because our campus is a Tri-County Facility located in Yuba County, Yuba County will take the lead on infrastructure changes. Colusa County will delegate our grant funds to this project.

The SHU has been unoccupied for an extended period and is in need of updating. The exterior walls need to be sealed as moisture presents a bubbling issue with the interior paint. Interior and exterior walls, doors, and door/window frames will be painted. An epoxy flooring finish will be applied to the concrete flooring with designs that create space separation. New shower doors will be installed to provide youth with more privacy. Institutional non-ADA-compliant seating will be removed and new, more comfortable ADA-compliant seating will be installed in the dining area. Additional space will be reconfigured with furniture to provide de-escalation / calming areas. An outdoor area, currently unusable by SHU occupants due to lack of security features will have fencing, landscaping, and outdoor seating installed to provide outdoor recreation, therapy, and vocational gardening opportunities to SHU occupants.

2.2. Currently, the environment in the SHU is harsh and has an institutional feel. For example, there are no opportunities for therapeutic activities, there are no de-escalation / calming locations, the only opportunity for outside activity is an open concrete square with a single basketball hoop, and many of the interior and exterior concrete block walls have damaged paint (bubbling) as previously mentioned.

Regulating environments conducive to treating trauma-impacted youth consist of warm colors, should have some natural artistic appeal, and comfortable seating. The proposed improvements will provide SHU occupants with calm music, sunlight, a generally more pleasant environment, and increased opportunities for therapeutic interventions.

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

Senate Bill 823 Request for Applications
Budget Table
April 1, 2021

Applicant:	COLUSA COUNTY		
LINE ITEMS	SB 823 BUDGET		
	STATE REIMBURSED	CASH CONTRIBUTION	TOTAL
1. Construction			$ -
2. Architectural			$ -
3. Fixed Furnishings/Equipment			$ -
4. Moveable Furnishings/Equipment			$ -
5. Construction Management			$ -
6. Transportation/Equipment			$ -
7. Training Materials/Supplies			$ -
8. Programing Materials/Supplies			$ -
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)			$ -
10. Other			$ -
Total Project Costs	$ 47,086.00	$ -	$ 47,086.00
Percentage of Total	100%	0%	100%

Per instructions, this is a placeholder budget requesting the full amount available. This project will utilize combined grant amounts for Yuba, Sutter, and Colusa Counties; Colusa County will delegate grant funds to Yuba County as the institution is located and administered in Yuba County. Due to limited grant preparation time, final costs have not yet been determined for planned improvements. Preliminary estimates suggest that total project cost will exceed grant funding from Yuba, Sutter, and Colusa Counties so that grant funds will be supplemented by internal funding to complete improvements. A modified application with more complete information will be submitted November 12, 2021.

Provide an explanation below of how the dollar figures were determined for each of the budget categories above that contain dollar amounts. Every cash contribution line item shall be included with a reporting of the full amount budgeted unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each budget category explanation below, include how state funding and the county contribution dollar amounts have been determined and calculated (be specific).

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Senate Bill 823 Request for Applications
Budget Table
April 1, 2021

LINE ITEMS	COMMENTS
1. Construction	Describe any construction costs associated with the project: TBD
2. Architectural	Describe the county's current stage in the architectural process: b)Define the budgeted amount for architectural design: TBD
3. Fixed Furnishings/Equipment	Describe the items to be purchased and installed for the project: TBD
4. Moveable Furnishings/Equipment	Describe the items to be purchased and where they are to be placed for the project: TBD
5. Construction Management	Describe which portions/phases of the construction management services the county intends to claim as a)State Reimbursed b)Cash Contribution TBD
6. Transportation Equipment	Describe the equipment to be purchased and the expected use TBD:

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Senate Bill 823 Request for Applications
Budget Table
April 1, 2021

7. Training Materials/Supplies	Describe the training materials and supplies to be purchased: TBD
8. Programing Materials/Supplies	Describe the programming materials and supplies to be purchased: TBD
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	Describe any one-time personnel costs associated with the project: TBD
10. Other	Describe any other cash contribution costs associated with the project:

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Appendix D: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Wendy Tyler	TITLE CAO	TELEPHONE NUMBER (530) 458-0737	
STREET ADDRESS 547 Market Street, Room 102	CITY Colusa	STATE CA	ZIP CODE 95932
EMAIL ADDRESS wtyler@countyofcolusa.com			
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only or E-signature)) x Wendy S Tyler		DATE 5/10/2021	

Attachment: Colusa-SB-823-Grant-Agreement No Tracked Changes 3.23.22 (8294 : Resolution for SB 823 Grant Funding)

YPFG Scoring Panel Committee - Grant Cycle from June 10, 2021 to June 1, 2024

	Name	Title & Organizational Affiliation	From
1.	Linda Penner, Co-Chair	BSCC Board Chair	Board of State and Community Corrections
2.	David Steinhart, Co-Chair	BSCC Board Member, Program Director	Commonweal Juvenile Justice Program
3.	Miguel Garcia	Advocacy Coordinator	Anti-Recidivism Coalition (ARC)
4.	Rachel Rios	Executive Director	La Familia Counseling Center
5.	Michelle Scray Brown	Probation Chief (Retired)	San Bernardino County

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