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

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

Agenda

April 22, 2025

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of April 8, 2025 Closed Session
- Announcement of Closed Session

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

II. PROCLAMATION
1. Adopt a Proclamation declaring the fourth Friday in April as Children's Memorial Flag Day throughout Colusa County in memory of children who have died by violence.

CONSENT AGENDA

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

1. BOARD OF SUPERVISORS
Approve the April 8, 2025 Regular meeting Minutes.

2. APPOINTMENT/AIRPORT ADVISORY COMMITTEE
Appoint Benjamin Carter to fill an unexpired term on the Airport Advisory Committee effective April 22, 2025 through September 6, 2027. Further reaffirm the following appointments to fix the expiration date of the terms:

S. Williams Abel term ending September 7, 2026
David Myers term ending September 4, 2028
Gene Muir term ending September 4, 2028
Mike West term ending September 6, 2027
Toby Reading term ending September 7, 2026
John Hamill term ending September 1, 2025

3. APPOINTMENT/EMERGENCY MEDICAL GROUND TRANSPORTATION CITIZENS ADVISORY COMMITTEE
Reappoint Gumercindo Salazar Jr. (Dist. 2) to the Emergency Medical Ground Transportation Citizens Advisory Committee effective April 12, 2025 through April 11, 2027. **(Application received: Gumercindo Salazar Jr.)**

4. BOARD OF SUPERVISORS
Approve out of State travel for Supervisor Boes to attend 2025 NACo Western Interstate Region (WIR) Conference in Pennington County, South Dakota, May 21-23, 2025.

5. MIGRANT HOUSING
Adopt a Resolution concerning the FY 2025-2027 Operation and Maintenance contract (#25-OMS-18601) with the **State of California Department of Housing and Community Development** authorizing the County Administrative Officer to execute the contract and any amendments thereto for the Williams Migrant Center.

6. HEALTH AND HUMAN SERVICES
Approve Sub-Recipient Agreement with **Glenn County** for Emergency Solutions Grant Funds effective November 1, 2024, and authorize County Administrative Officer to sign.

7. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Adopt a Resolution declaring Vehicles/Equipment from the Public Works Department as surplus county property and authorize the Purchasing Agent to dispose of same.

8. PURCHASING AND PROCUREMENT/IT
Approve Purchase Order No. 40803242025 with Carahsoft Technology Corp. for the annual license renewal of Carbon Black Software in the amount of $15,023.68 and authorize the Purchasing Agent to sign the purchase order.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Amendment to the **Mental Health Oversight and Accountability Commission (MHSOAC**) grant agreement in order to extend the term date to December 31, 2026 and to recognize that the MHSOAC has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC).

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Tri Counties Community Action Partnership** to provide County with Full Service Partnership (FSP) coordination services for individuals who are enrolled in the FSP program, effective May 1, 2025.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Amendment No. 1 to the **CalMHSA Inter-Member Transfers Participation Agreement** for foster children who are placed outside of their county of original jurisdiction to access specialty mental health services, effective June 30, 2025.

12. PURCHASING AND PROCUREMENT/DHHS
Approve 7th Modification with **Fiscal Experts, Inc** for a web-based time-study application known as Time Study Buddy, effective April 22, 2025.

13. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/ANIMAL CONTROL
Approve 2nd Modification with **Yuba Sutter SPCA, Inc.** for spay/neutering and vaccination services, effective May 1, 2025.

14. PURCHASING AND PROCUREMENT/DHHS
Approve Training Services Agreement with the **University of California Davis** for state-mandated staff training for Eligibility Worker staff.

15. PURCHASING AND PROCUREMENT/DHHS
Approve Training Services Agreement with the **University of California Davis** for state-mandated staff training for Child Welfare Services social worker staff.

16. TREASURER
Accept March 2025 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES

1. Adopt a Resolution certifying this appointment is necessary to fill a critically needed position before the 180 days have passed since retirement. **Further**, approve the appointment of a temporary, Extra Help PERS Annuitant for the District Attorney's Office as a DA Chief Investigator (TPT, MGS Range 10, Step 15, $69.30 per hour), effective May 1, 2025, not to exceed 960 hours in a fiscal year and 28 hours per week.

2. Authorize a Temporary PERS Annuitant/Extra Help position of Work Crew Supervisor, TPT, $26.06 per hour, effective April 23, 2025, through April 22, 2027, as needed.

V. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT

1. Presentation on the 2024 General Plan Annual Progress Report.

VI. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/JAIL

1. Ratify Change Order Numbers CCDTF3, CCDTF4, CCDTF5, CCDTF6, CCDTF7, CCDTF8, and CCDTF9 with **Clark & Sullivan and Broward Builders, Inc.** for Construction of the Colusa County Detention and Treatment Facility.

2. Approve contract with **Consolidated Engineering, Inc.** for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-017, IB-018, IB-019, IB-020 and IB-021. **(4/5th vote required)**

VIII. BOARD OF SUPERVISORS

1. Approve letter of support for a new Police Department facility to Congressmen Doug LaMalfa.

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XI. CLOSED SESSION

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

2. CLOSED SESSION: PUBLIC EMPLOYMENT
   California Government Code 54957(b). Title: County Administrative Officer.

ADJOURN

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

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: **Adopt a Proclamation declaring the fourth Friday in April as Children's Memorial Flag Day throughout Colusa County in memory of children who have died by violence.**

Adopt a Proclamation declaring the fourth Friday in April as Children's Memorial Flag Day throughout Colusa County in memory of children who have died by violence.

Detailed Description/Background of request

Colusa County Community Advocates for Parents and Children (CAPC) and Department of Health and Human Services (DHHS) are requesting the passage of this Proclamation as part of our Child Abuse Prevention Month Activities. The Children's Memorial Day was established by California House Resolution No. 25.

It was resolved by the Assembly of the State of California, that in memory of California's children who have died by violence, the fourth Friday in April is hereby proclaimed as "Children's Memorial Day" throughout the state; and be it further Resolved, that the Children's Memorial Flag be flown on this day each year by the state in remembrance of those whose young lives were cut short by senseless violence.

Prior Board Action

None

Fiscal Impact/Funding Source

No impact on County General fund.

Action for the Clerk

CAPC will be present to accept the Proclamation.

ATTACHMENTS:

- 04-22-25 Proclamation Children's Memorial Flag Day (DOCX)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING THE FOURTH FRIDAY IN APRIL AS CHILDREN'S MEMORIAL FLAG DAY THROUGHOUT COLUSA COUNTY IN MEMORY OF CHILDREN WHO HAVE DIED BY VIOLENCE

WHEREAS, throughout America, tragic cases of violence against children occur frequently and senselessly, destroying innocent lives and devastating families; and

WHEREAS, the people of Colusa County believe in the celebration of life, diversity and hope for the future through our children, and deplore and condemn acts of violence committed upon the children of our communities; and

WHEREAS, Colusa County CAPC (Community Advocates for Parents and Children) and the Colusa County Department Health and Human Services are committed to raising individual and public consciousness of the need to care for all our children and to honor young lives lost; and

WHEREAS, CAPC has acquired a Children's Memorial Flag from the Child Welfare League of America, which has become a recognizable symbol of the need to do a better job of protecting children, and which is sponsoring a national effort to memorialize child victims, and which has been adopted in other California communities.

NOW, THEREFORE BE IT PROCLAIMED, that in memory of children who have died by violence, the County of Colusa does hereby proclaim the fourth Friday in April as Children's Memorial Day; and that the Children's Memorial Flag be flown on April 25th by the County of Colusa and that the Colusa County Board of Supervisors urge all citizens to increase their participation in efforts to prevent child abuse and child death, thereby strengthening the communities in which we live.

PASSED AND ADOPTED this 22nd day of April 2024.

_____

Daurice Smith, Chair

Attachment: 04-22-25 Proclamation Children's Memorial Flag Day (10467 : Proclamation for Children's Memorial Flag Day)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE: **April 22, 2025**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Approve the April 8, 2025 Regular meeting Minutes.**

Approve the April 8, 2025 Regular meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meetings on April 8, 2025 and the Clerk is requesting approval of said minutes.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 04-08-25 Minutes (PDF)

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

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Attachment: 04-08-25 Minutes (10463 : Approval of the April 8, 2025 Regular Meeting Minutes)

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

April 8, 2025

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 8th day of April 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Lauwerijssen distributes a flyer and announces a "Land as Your Legacy" workshop on April 28, 2025 at 4:30 p.m. in the Farm Bureau conference room, a collaboration with Nationwide Insurance regarding anyone who is actively involved in farming or ranching and is interested in transitioning their operation to the next generation. **(Flyer on file in Clerk's office)**

REPORT OUT OF MARCH 25, 2025 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391. Counsel states direction given to staff with no reportable action.

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

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code

Section 54956.9 (d)(2): One matter.

2. LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Ryan Alan Dearman
Agency claimed against: Colusa County, Sheriff, District Attorney's Office

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

4. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: County Administrative Officer.

I. STAFF REPORTS

Mr. Lanphier states that East Park Reservoir will be opening on April 18, 2025. He further states the Tire Amnesty event was very successful and there might be a second event. He also gives an update regarding sales tax for the County for road funding. Ms. Tyler states if there is more information needed we can engage with HDL.

Ms. West updates the Board on the elevator project.

Ms. Allen updates the Board on climate bill funding and Migrant housing was approved to open on April 14, 2025. She also announces a resource fair that will be coming up to be determined.

Ms. Tyler states the Special Meeting/Sites Workshop for today will be rescheduled. She further states there is a lot going on with the Sites Project and various documents are being reviewed by multiple Departments. She states there is a plan to host another Special Meeting/Workshop to go over Sites related documents and approval of these documents should be done before June 30, 2025.

II. CSAC

1. Update by California State Association of Counties (CSAC) CEO Graham Knaus.

Comments received by Mr. Knaus.

2. Presentation of Executive Credentials to the following Graduates of the CSAC Institute for Excellence in County Government: Anastacia Allen, Cindy Dillard, Cristy Edwards, Tony Hobson, Dave Mallory, Kirill Obraztsov, Claire Perez, Lt. Jose Ruiz, Jamie Sachs and Molly West.

Comments received by Mr. Danczyk.

III. PROCLAMATION

1. Adopt a Proclamation designating April as Child Abuse Prevention month.

Ms. Bowers distributes information on Child Abuse Prevention Monthly Activities and speaks to same. **(Information on file in Clerk's office)**

Attachment: 04-08-25 Minutes (10463 : Approval of the April 8, 2025 Regular Meeting Minutes)

Chair Smith reads the Proclamation into the record:

PROCLAMATION OF THE COLUSA COUNTY
BOARD OF SUPERVISORS DECLARING APRIL 2025 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 2025 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".**

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

CONSENT AGENDA

Approve Consent Item No.'s 1 through 14.

1. BOARD OF SUPERVISORS
Approve the March 25, 2025 Regular meeting Minutes.

2. ADMINISTRATION
Authorize Board Clerk to assign County Contract No. **C25-035** to Amendment 3 with the **State of California of Housing and Community Development** (21-OMSR-16747).

3. AG COMMISSIONER
Approve Contract No. **C25-036** with **California Rice Commission,** for rice pesticide surveillance, effective May 1, 2025 and authorize the County Agricultural

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Commissioner to sign.

4. AG COMMISSIONER
Approve Contract No. **C25-037** with **California Crop Improvement Association,** for services related to seed certification, effective July 1, 2025 and authorize the Agricultural Commissioner to sign on behalf of the County.

5. AUDITOR
Adopt **Resolution No. 25-009** authorizing four-year audit compilation followed by full audit for the Colusa County Water Works District #1.

6. AUDITOR
Adopt **Resolution No. 25-010** authorizing four-year audit compilation followed by full audit for the Bear Valley Indian Valley Fire Protection District.

7. BEHAVIORAL HEALTH
Approve Contract No. **C25-038** Amendment No. 1 to MOU with **Partnership HealthPlan of California** in order to revise Exhibit A.

8. HEALTH AND HUMAN SERVICES
Approve Contract No. **C25-039** Agreement (24-TAY-18532) with **California Department of Housing & Community Development (HCD)** for the Transitional Housing Program (THP) award and Housing Navigation and Maintenance Program (HNMP) award and authorize County Administrative Officer to sign.

9. HEALTH AND HUMAN SERVICES
Approve Contract No. **C25-040** an MOU with **North Central Counties Consortium (NCCC)** for workforce development services.

10. PURCHASING AND PROCUREMENT
Approve Contract No. **C25-041** 3rd Modification with **Restpadd, Inc.** - Redding for hospital-based psychiatric inpatient services for the FY25/26 and FY26/27.

11. PURCHASING AND PROCUREMENT
Approve Contract No. **C25-042** 1st Modification with **Restpadd, Corp.** - Red Bluff for hospital-based psychiatric inpatient services for FY25/26 and FY26/27.

12. PURCHASING AND PROCUREMENT
Ratify Purchase Order number 40803102025 in the amount of $13,496.72 for a Dell PowerEdge Server from Dell Technologies for the IT Department.

13. PURCHASING AND PROCUREMENT/HR
Ratify Contract No. **C25-043** with **Department of General Services/Office of Administrative Hearings** for Arbitration in the Appeal of a Termination Case.

14. SHERIFF
Adopt **Resolution No. 25-011** authorizing the Sheriff to receive grant funding from the California Department of Parks and Recreation Off Highway Motor Vehicle Recreation Division Off-Highway Vehicle Grant or Cooperative Agreement Program and to accept any awarded funds.

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

V. BEHAVIORAL HEALTH

1. Presentation on Mobile Crisis Program.

Comments received by Mr. Hobson, Ms. Martinez and Ms. Tyler.

VI. HUMAN RESOURCES

1. Adopt the Revised Job Class Table Effective March 1, 2025, Reflecting the Establishment of the Salary Range for the Director of Public Works/Director of Airport Operations (Licensed).

Comments received by Ms. Rhodes.

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

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice#	Fund/Department	Vendor	Amount
20/21-21/22AATS	Beh. Health	Sutter-Yuba Beh. Health	$8,737.75
21/22-22/23AATS	Beh. Health	Sutter-Yuba Beh. Health	$7,565.68
Jun23-Nov23AATS	Beh. Health	Sutter-Yuba Beh. Health	$1,592.54
Jul23-Feb24AATS	Beh. Health	Sutter-Yuba Beh. Health	$3,994.04
Jul23-May24AATS	Beh. Health	Sutter-Yuba Beh. Health	$2,525.80
Jun24-Aug24AATS	Beh. Health	Sutter-Yuba Beh. Health	$2,798.82
May24-Nov24AATS	Beh. Health	Sutter-Yuba Beh. Health	$2,304.76

Comments received by Ms. Tyler and Mr. Hobson.

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

VIII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings/functions attended:

Groundwater Authority meeting
Transportation and Transit meeting
Fair Board meeting
Colusa City Council meeting
Chamber of Commerce Board meeting
Met with Chief Winters regarding road closure gates

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NCWA Board meeting and Tour of Lake Berryessa, Monticello Dam and Putah Creek Fishery
Attended course on Groundwater, Watershed and Groundwater Sustainability Plans
Met with Tribal Leaders at Colusa Indian Community Council
Met with owner of a mobile home park
Correspondence to State Legislators regarding library funding and other issues
Submitted maintenance request for weed control and maintenance at Princeton Library

Supervisor Corona
Meetings/functions attended:
Referee Special Olympics
Knights of Columbus Fish Fry
Sports Hall of Fame Committee meetings
Calls from Constituents regarding utility fee increase, road conditions, law enforcement memorial, and conditions of railroad crossings

Supervisor Wilson
Meetings/functions attended:
Stonyford Town Hall meeting
Met with Director of GCID
BCC meeting at the Capitol
Sites Reservoir meeting
Met with Air Pollution Control Officer
Met with Constituents regarding road conditions

Supervisor Boes
Meetings/functions attended:
Transportation and Transit meeting
CSAC Immigration Webinar
CSAC Executive Committee meeting

Supervisor Smith
Meetings/functions attended:
Transportation and Transit meeting
RCRC Board of Directors meeting
GSFA meeting
GSCA meeting
Testified in support of AB59
Met with business owner and CDD Director and Principal Planner
Planning Commission meeting
Agenda Review

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states RCRC reached out and asked for some input regarding SB299 regarding changing the requirements for passing ordinances. She further states she and Ms. Fowler provided input from their perspectives. She states you may see a request of a letter in support or opposition later on. She further states the Budget Ad-Hoc will be meeting this afternoon. She states DHHS is working diligently and have found a

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temporary workaround so there is not an immediate impact on staffing or service delivery to the local constituency as a result of cuts implemented via Presidential Executive Order. Fortunately, there has been an injunction put in place that prohibits the retroactive removal of funding. She compliments DHHS for their phenomenal job of coming up with a plan and states this will be an interesting budget year on all fronts.

Chair Smith declares a recess at 10:37 a.m. to convene in Closed Session.

X. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

2. LIABILITY CLAIM-California Government Code section 54956.95. Claimants: Ryan Alan Dearman. Agency claimed against: Colusa County, Sheriff, District Attorney's Office

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

4. CLOSED SESSION: PUBLIC EMPLOYMENT-California Government Code 54957(b). Title: County Administrative Officer.

Chair Smith adjourned the meeting at 11:55 a.m. to reconvene in Regular Session on April 22, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 04-08-25 Minutes (10463 : Approval of the April 8, 2025 Regular Meeting Minutes)

COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: **April 22, 2025**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Appoint Benjamin Carter to fill an unexpired term on the Airport Advisory Committee effective April 22, 2025 through September 6, 2027**

Appoint Benjamin Carter to fill an unexpired term on the Airport Advisory Committee effective April 22, 2025 through September 6, 2027. Further reaffirm the following appointment to fix the expiration date of the terms:

S. Williams Abel term ending September 7, 2026
David Myers term ending September 4, 2028
Gene Muir term ending September 4, 2028
Mike West term ending September 6, 2027
Toby Reading term ending September 7, 2026
John Hamill term ending September 1, 2025

Detailed Description/Background of request
The Board Clerk received a letter from Mr. Lindquist resigning from his position effective March 7, 2025. A notice of vacancy was published in the paper of local circulation on March 21, 2025. One application was received from Benjamin Carter (attached) and Mr. Carter does meet the eligibility requirements to be appointed on the Committee.

Eligibility: Committee members shall be residents of Colusa County. At least 4 members shall have expertise in aviation, who by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates and airport.

Vacancies: Unscheduled vacancies shall be filled by appointment by the Board in accordance with California Government Code section 54974. The expiration date of the term of office of each member will be the first Monday in September in the year in which that member's term is to expire.

Prior Board Action
On August 4, 2020 the Board approved Airport Advisory Committee bylaws with change to language increasing members with aviation experience from 2 to 4 and changing

language pertaining to fiscal year to calendar year, effective upon adoption of a Resolution reforming Committee and direction to recruit Committee members for Board appointment at it September 1, 2020 meeting.

On September 1, 2020 the Board adopted Resolution 20-033 dissolving and reforming the Airport Advisory Committee.

March 16, 2021 the Board adopted Resolution 21-011 Modified Airport Advisory Committee Bylaws correcting the member term of office, by changing the anniversary month for expiring member terms to the first Monday in September from May.

Fiscal Impact/Funding Source
Cost of notice of vacancy

Action for the Clerk
Send notice of appointment to Mr. Carter 4245 River Rd., Colusa, CA 95932 an Notify all Committee members of the term ending date and Airport Director of all actions taken.

ATTACHMENTS:

- Application Benjamin Carter (PDF)
- 21-011 Approving Modified Airport Advisory Committee Bylaws (PDF)
- Notice of Vacancy - Airport Advisory Committee-ALUC Proof (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY
AIRPORT ADVISORY COMMITTEE

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

Office Use Only
Date Stamp
RECEIVED
MAR 25 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
COLUSA COUNTY AIRPORT ADVISORY COMMITTEE

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
BENJAMIN F. CARTER	4245 RIVER RD

CITY:	PHONE:	E-MAIL:
COLUSA	CELL NO.: 530 682 9700	bencarter@succeed.net

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

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ **Notes:** JANICE BELL

ELIGIBILITY: Committee members shall be a resident of Colusa County. At least 4 members shall have expertise in aviation, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates an airport.

LIST ANY AVIATION EXPERIENCE OR KNOWLEDGE AND REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

THE CONTINUED OPERATION OF THE COLUSA COUNTY AIRPORT IS EXTREMELY IMPORTANT TO OUR COMMUNITY. IT PROVIDES PUBLIC ACCESS TO THE COUNTY, A RECREATION COMPONENT, AND BUSINESS SUPPORT PARTICULARLY AERIAL APPLICATORS AND OUR IMPORTANT AGRICULTURAL ECONOMY. IN ADDITION, IT ALLOWS EMERGENCY ACCESS AND SUPPORT IN THE EVENT OF WILDFIRE, FLOOD, AND EARTHQUAKE.

I HAVE BEEN AN INSTRUMENT RATED PRIVATE PILOT FOR OVER 50 YEARS. MY AIRCRAFT HAS BEEN BASED AT THE COLUSA AIRPORT SINCE 1975.

THANK YOU FOR THIS OPPORTUNITY TO SERVE OUR COMMUNITY. Benjamin Carter

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

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

Attachment: Application Benjamin Carter (10457 : Appointment Airport Advisory Committee)

RESOLUTION NO. 21-011

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING MODIFIED AIRPORT ADVISORY COMMITTEE BYLAWS CORRECTING THE MEMBER TERM OF OFFICE

WHEREAS, on August 4, 2020 the Board approved revised bylaws for the Airport Advisory Committee effective upon its reformation;

WHEREAS, the revised bylaws contained an inaccurate legacy term setting Advisory Committee member terms to expire in "May" in the year in which that member's term was set to expire; and

WHEREAS, the Board approved reformation of the Airport Advisory Committee in September 2020 so the applicable anniversary month for expiring member terms should be "September".

NOW, THEREFORE, BE IT RESOLVED that the modified bylaws attached to this resolution are approved modifying the anniversary month for expiring member terms to the first Monday in September of the applicable year.

PASSED AND ADOPTED this 16th day of March 2021 by the following vote:

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

NOES: None.

ABSENT: None.

Gary J. Evans, Board Chair

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10457 : Appointment Airport Advisory Committee)

BYLAWS OF THE COLUSA COUNTY AIRPORT ADVISORY COMMITTEE

ARTICLE I. PURPOSE

1.0 **Purpose.** The Airport Advisory Committee ("Committee") is established to advise and provide recommendations to the Colusa County Board of Supervisors regarding the operation of the Colusa County Airport. The Committee shall also serve as the designated Airport Land Use Commission ("ALUC") as previously designated by the Board of Supervisors in accordance with California Public Utilities Code 21670.1(a).

ARTICLE II. MEMBERSHIP

2.0 **Number of Members.** The Committee will be composed of 7 members.

2.1 **Eligibility.** Committee members shall be residents of Colusa County. At least 4 members shall have expertise in aviation, who by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates an airport.

2.2 **Appointment, Terms of Office, and Unscheduled Vacancies.** Members shall be appointed by the Board of Supervisors to serve 4 year staggered terms. Members may be reappointed for subsequent terms. Members serve at the pleasure of the Board and may be removed from their position with or without cause at any time. Unscheduled vacancies shall be filled by appointment by the Board in accordance with California Government Code section 54974. The expiration date of the term of office of each member will be the first Monday in September in the year in which that member's term is to expire.

A. To stagger the terms of appointment, at the first regular meeting of the Committee following approval of these By-Laws by the Board of Supervisors and appointment of members to the Committee, members shall draw lots to determine their initial terms of appointment with 1 members having a one year term, 2 having a two year term, 2 having a three year term; and 2 having a four year term. Committee seats with less than a full four year term will convert to a standard four year term upon expiration of the first initial term.

2.3 **Compensation and Expenditures.** Members serve without compensation. The Committee and its members have no authority to expend funds or to incur an obligation on behalf of the County unless specifically authorized and approved to do so by the Board of Supervisors.

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10457 : Appointment Airport Advisory Committee)

2.4 **Attendance.** Members are required to attend Committee meetings. A Member shall notify the Chair if the member is unable to attend. A member who fails to attend 2 regularly scheduled meetings during the calendar year will be referred to the Board of Supervisors which may in their sole discretion terminate the member's appointment. In such instance the Committee may recommend to the Board of Supervisors a replacement for the vacated position.

2.5 **Board of Supervisors Liaison**. The Board of Supervisors will annually designate one Board member to serve as a liaison between the Board and the Committee.

2.6 **Conflicts of Interest.** Members will comply with the County's Conflict of Interest Code and all other applicable provisions of the law. Members will avoid the appearance of a potential conflict and recuse themselves from decisions in which they may have a potential conflict of interest.

ARTICLE III. COMMITTEE OFFICERS

3.0 **Officers.** The Committee shall have a Chair and Vice Chair. The Chair and Vice Chair will initially be nominated and elected by the Committee members at the first regular meeting following the adoption of these bylaws by the Board of Supervisors and then annually at the Committee's first regular meeting of each year. Nomination and election of officers may also occur at other times in the event of a vacancy. In the absence of the Chair and Vice Chair at any one meeting, the Committee members shall select one of the members to act as Chair.

3.1 **Officer Duties.**

A. **Chair.** The Chair presides over the Committee meeting and shall generally manage the business of the Committee. The Chair may also appoint special committees, the Chairs of those special committees, and set the duration and tasks of those special committees as may be necessary.

B. **Vice Chair.** The Vice Chair will perform the duties of the Chair in his or her absence.

3.2 **Clerk to the Committee.** The Clerk of the Board of Supervisors will serve as the Clerk of the Committee. The Clerk will prepare Committee meeting agendas, provide the required notices under the law, and keep and attest to records of the proceedings of the Committee, including the keeping of minutes.

ARTICLE IV. MEETINGS

4.0 **Regular Meetings.** Regular Committee meetings will be held on the first Monday of every other month starting the first month of the year. If the Monday falls on a holiday it

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10457 : Appointment Airport Advisory Committee)

will be held on the following Monday. The place and time of the meetings will be established by the Committee and noticed in accordance with the Ralph M. Brown Act.

4.1 **Special Meetings.** Special meetings may be called by the Chair.

4.2 **Brown Act.** Committee meetings will conform to the Ralph M. Brown Act (Cal. Gov. Code sections 54950 et. seq.)

4.3 **Agenda.** Items may be placed on the agenda for Committee meetings by the Chair, the Director of Airport Operations, the County Administrative Officer, or a member of the Board of Supervisors. Additionally, a Committee member, with the concurrence of at least one other member, may request that an item be placed on the agenda.

4.4 **Quorum.** A quorum shall be a majority of the Members. A quorum is required for the Committee to convene a meeting and to conduct business.

4.5 **Committee Actions.** Committee actions will be by majority vote of the members present after the establishment of a quorum. All votes by the Committee shall be recorded by the Clerk and kept as a record of the Committee.

4.6 **Rules of Procedure.** All Committee meetings shall be conducted in accordance with Rosenberg's Rules of Order.

4.7 **Standing or Other Committees.** Standing or other committees may be created by a majority vote of the members when deemed necessary to assist the Committee on specific projects. All Standing or other committees will be appointed by the Chair. All committees will comply with Brown Act meeting requirements other than committees comprised solely of less than a quorum of the Committee members, that serve a limited or single purpose, that is not perpetual and will be dissolved once the task is completed.

ARTICLE V. BYLAW REVISIONS

5.0 **Bylaw Revisions.** Proposed Committee revisions to these Bylaws must be initiated at a regular Committee meeting, approved by two-thirds of the members present, and presented to the Board of Supervisors as a recommended revision for the Board's consideration and adoption.

Attachment: 21-011 Approving Modified Airport Advisory Committee Bylaws (10457 : Appointment Airport Advisory Committee)

Notice of Vacancies

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill a vacancy on the following:

1 Vacancy – Airport Advisory Committee/
Airport Land Use Commission

If you are interested in applying or would like more information about the position please contact:

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

Applications are also available on the
Internet at www.countyofcolusaca.gov
Please submit applications by Tuesday, April 1, 2025.

03/21/2025 · CCPR

Attachment: Notice of Vacancy - Airport Advisory Committee-ALUC Proof (10457 : Appointment Airport

COUNTY OF COLUSA, CA 3.3

Request For County Board of Supervisors Action

MEETING DATE: **April 22, 2025**

DEPARTMENT: **Board of Supervisors**

FROM: **Patricia Rodriguez**

SUBJECT: **Reappoint Gumercindo Salazar Jr. (Dist. 2) to the Emergency Medical Ground Transportation Citizens Advisory Committee effective April 12, 2025 through April 11, 2027.(Application received: Gumercindo Salazar Jr.)**

Reappoint Gumercindo Salazar Jr. (Dist. 2) to the Emergency Medical Ground Transportation Citizens Advisory Committee effective April 12, 2025 through April 11, 2027. **(Application received: Gumercindo Salazar Jr.)**

Detailed Description/Background of request
Mr. Salazar Jr. has submitted an application to be re-appointed as an At Large First Responder. The applicant meets the qualifications as Colusa County residents. This vacancy was advertised in the newspaper of local circulation on December 20, 2024.

Prior Board Action
Mr. Salazar Jr. was last appointed on April 11, 2023.

Fiscal Impact/Funding Source
N/A

Action for the Clerk
Send notice of appointment and oath of office to the appointed Committee Member..

ATTACHMENTS:
- Application Gumercindo Salazar Jr. (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
MAR 17 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
EMERGENCY MEDICAL GROUND TRANSPORTATION CITIZENS ADVISORY COMMITTE

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
Gumercindo Salazar Jr.	657 D STREET

CITY:	PHONE:	E-MAIL:
COLUSA	530-682-9371	gumersalazar@gmail.com

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

1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ **Notes:** DAURICE SMITH

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

I WOULD LIKE TO CONTINUE SERVING SINCE I STARTED 2 YEARS AGO.

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

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

Attachment: Application Gumercindo Salazar Jr. (10460 : Appointments to Emergency Medical Ground Transportation Citizen Advisory

COUNTY OF COLUSA, CA 3.4

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve out of State travel for Supervisor Boes to attend 2025 NACo Western Interstate Region (WIR) Conference in Pennington County, South Dakota, May 21-23, 2025.

Approve out of State travel for Supervisor Boes to attend 2025 NACo Western Interstate Region (WIR) Conference in Pennington County, South Dakota, May 21-23, 2025.

Detailed Description/Background of request

The WIR Conference brings together county officials to focus on pressing issues facing Western counties and our residents. Each year the conference is hosted by a county within the 15 Western states - Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

The event provides attendees with the opportunity to interact with federal, state and regional policymakers, participate in educational sessions and take home tools to address Western county priorities.

Prior Board Action

None

Fiscal Impact/Funding Source

Conference Registration $475.00
Room Reservations $459.30
Flight cost is an approximate, $600 to $900 depending on airline and time of day the flight departs. Flight reservation has not been booked at this time as Supervisor Boes stated he will be booking his own flight and seeking reimbursement.

Action for the Clerk

Send CBO to Auditor's office.

ATTACHMENTS:

- Registration 2025 WIR Conference (PDF)
- Room Confirmation (PDF)

Stacy Woods

From: Auto-Receipt <noreply@mail.authorize.net>
Sent: Thursday, March 27, 2025 10:59 AM
To: Colusa County Purchasing
Subject: Transaction Receipt from NACo for $475.00 (USD)

Warning: Unusual sender <noreply@mail.authorize.net>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Order Information

Description:	Charge - $475.00
Invoice Number	25032717591826431812
Customer ID	Stacy Woods

Billing Information
547 Market St. Ste 110
Colusa, CA 95932
purchasing@countyofcolusaca.gov

Shipping Information

Total: $475.00 (USD)

Payment Information

Date/Time:	27-Mar-2025 10:59:18 PDT
Transaction ID:	80961106379
Payment Method:	Visa xxxx1639
Transaction Type:	Purchase
Auth Code:	057400

Merchant Contact Information
NACo
Washington, DC 20001
US
jfernandes@naco.org

Attachment: Registration 2025 WIR Conference (10459 : Out of State Travel for Supervisor Boes)

Stacy Woods

From: Tylette Wilson <TWilson@naco.org> on behalf of NACo No-reply <no-reply@naco.org>
Sent: Thursday, March 27, 2025 11:00 AM
To: Colusa County Purchasing
Subject: NACo's 2025 Western Interstate Region Confirmation

Importance: Low

Warning: Unusual sender <no-reply@naco.org>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

2025 WESTERN INTERSTATE REGION CONFERENCE REGISTRATION CONFIRMATION

Kent Boes
District 3 County Supervisor
Colusa County
Colusa, CA

Dear Kent Boes,
Thank you for registering for NACo's 2025 Western Interstate Region Conference taking place May 20–23 in Pennington County, S.D.
This notice serves as your confirmation of registration for the event; please review the details below for accuracy. Payment is due at the time of registration. Exceptions can be made to allow for payment by check on a case-by-case basis. **All fees must be paid in full prior to arrival in order to obtain your badge and registration materials at the conference.**

REGISTRATION INFORMATION

Attachment: Registration 2025 WIR Conference (10459 : Out of State Travel for Supervisor Boes)

Name: Kent Boes

Title: District 3 County Supervisor

Organization: Colusa County

Total: 475

Balance: 0

You may pick-up your badge and registration materials at the NACo Conference Registration desk during the following hours:

Tuesday, May 20	8:00 a.m. – 5:00 p.m.
Wednesday, May 21	8:00 a.m. – 5:00 p.m.
Thursday, May 22	8:00 a.m. – 5:00 p.m.
Friday, May 23	8:00 a.m. – 11:00 a.m.

HOUSING

All conference activities (with the exception of off-site evening receptions and mobile tours) are taking place at The Monument Convention Center. Discounted housing rates have been

Attachment: Registration 2025 WIR Conference (10459 : Out of State Travel for Supervisor Boes)

established at the four hotels closest to the convention center and rooms will fill up quickly. The cut-off for NACo room block rates will be April 28, 2025.

Book Your Room at Hotel Alex Johnson Rapid City Here

Book Your Room at Elevation Inn & Suites Here

Book Your Room at Doubletree by Hilton Rapid City Downtown Convention Center Here

Book Your Room at the Rushmore Hotel and Suites Here

Book Your Room at the Courtyard/Residence Inn Here

PROGRAM AND SCHEDULE OF EVENTS

The schedule is subject to change; please refer to the conference website for the most up-to-date schedule and speaker announcements. Click here to review the current schedule.

CANCELLATION POLICY

Paid registrations cancelled by April 20 will be refunded less a $50 administration fee. Cancellation requests made after April 20 will not be honored. Unused registrations will not be refunded.
All cancellations must be made in writing by emailing mailto:cancellations@naco.org. Telephone cancellations are not accepted.

Attachment: Registration 2025 WIR Conference (10459 : Out of State Travel for Supervisor Boes)

REGISTRATION TRANSFERS & SUBSTITUTIONS

To transfer a registration, please contact nacomeetings@naco.org and provide the name and email of the person whose registration you are transferring and the name and email address of the person to whom the registration should be reassigned.

QUESTIONS?

For questions about the conference, please call 202.942.4292 or email nacomeetings@naco.org.

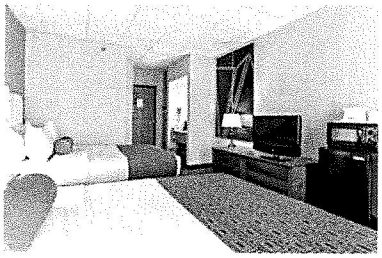
THANK YOU

Thank you for your support of NACo and we look forward to seeing you in Pennington County!

Attachment: Registration 2025 WIR Conference (10459 : Out of State Travel for Supervisor Boes)

THANKS KENT BOES, YOUR BOOKING IS CONFIRMED.

Confirmation Number: 92147EE012161



Elevation Inn & Suites, Trademark Collection by Wyndham

950 North St, Rapid City, South Dakota 57701
+1-605-646-0734 (tel:+1-605-646-0734)
TUE, 05/20/25 - FRI, 05/23/25
| 1 ROOM, 3 NIGHTS
1 ADULT, 0 CHILDREN PER ROOM

Check In
After 4:00 pm

Checkout
Before 11:00 am

Room Details
With touches like pillow-top mattresses and a mini-refrigerator, our non-smoking room with 2 Queen beds creates a memorable stay. The comfortable retreat features a microwave and laptop-sized safe along with a bathroom with complimentary bath products, a hair dryer, and lighted makeup mirror. Make the most of your visit with WiFi and a flat-screen HDTV. Additional amenities include a coffee/tea maker, ironing amenities, and desk. Bring up to two dogs for an extra nightly fee.

Room Details
With touches like pillow-top mattresses and a mini-refrigerator, our non-smoking room with 2 Queen beds creates a memorable stay. The comfortable retreat features a microwave and laptop-sized safe along with a bathroom with complimentary bath products, a hair dryer, and lighted makeup mirror. Make the most of your visit with WiFi and a flat-screen HDTV. Additional amenities include a coffee/tea maker, ironing amenities, and desk. Bring up to two dogs for an extra nightly fee.

2 Queen Beds, Non-Smoking
NACO 2025

$417.00 USD

Taxes & Fees $42.30 USD

Cancellation & Rate Details

Total for Stay **$459.30 USD**

Attachment: Room Confirmation (10459 : Out of State Travel for Supervisor Boes)

Feedback

RESERVATION POLICIES

Cancel 24 Hours prior to 3pm day of arrival to avoid 1 Night charge plus applicable tax

Reservations have to be guaranteed with a valid credit card number and expiry date

PAYMENT INFORMATION

Please note that a change in the length or dates of your reservation may result in a rate change.

RATE INFORMATION

Other charges may apply for local amenities like safe warranties and telephone charges. Please check with the property for further details.

Attachment: Room Confirmation (10459 : Out of State Travel for Supervisor Boes)

Feedback

COUNTY OF COLUSA, CA 3.5

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Migrant Housing

FROM: Dawn Brown

SUBJECT: **Adopt a Resolution Concerning the FY 2025-2027 Operation and Maintenance contract (#25-OMS-18601) with the State of California Department of Housing and Community Development authorizing the County Administrative Officer to execute the contract and any amendments thereto for the Williams Migrant Center.**

Adopt a Resolution concerning the FY 2025-2027 Operation and Maintenance contract (#25-OMS-18601) with the **State of California Department of Housing and Community Development** authorizing the County Administrative Officer to execute the contract and any amendments thereto for the Williams Migrant Center.

Detailed Description/Background of request

The State of California Department of Housing and Community Development (HCD) requires a Board Resolution to enter into an Operation and Maintenance Contract for the Fiscal Years 2025-2027 for the Williams Migrant Center located in Colusa County. This resolution will affirm that the board desires to enter into an agreement for the operations and maintenance in an amount no less than $2,314,163.00.

By approving this Resolution, the Board is authorizing the County Administrative Officer to execute the Operation and Maintenance Contract and any amendments once discussions and negotiations with OMS have been completed.

Prior Board Action

The Board has adopted similar resolutions in years past, most recently a resolution in 2023 for a two-year agreement which will be expire on September 30, 2025.

Fiscal Impact/Funding Source

The County will be reimbursed in an amount no less than $2,314,163.00 by the Department of Housing and Community Development for expenses incurred during the operation and maintenance of the Williams Migrant Center.

Action for the Clerk

Obtain signatures and mail a certified copy of the Resolution to:

Department of Housing & Community Development
Attn: Jose S. Ceja
651 Bannon Street
Sacramento, CA 95811

Email one copy of the certified Resolution to Dawn Brown at the Ag Department.

ATTACHMENTS:

- MFH 25-27 Resolution (DOCX)

RESOLUTION NO.

RESOLUTION CONCERNING THE 2025 - 2027 FISCAL YEAR OPERATION AND MAINTENANCE CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE COUNTY OF COLUSA

CONTRACT # 25-OMS-18601

WHEREAS, the California Department of Housing and Community Development will provide an Operation and Maintenance Contract, also known as a Standard Agreement, for the 2025 - 2027 Fiscal Year for the Williams Migrant Center; and

WHEREAS, County of Colusa acting through its Board of Supervisors, having the authority to enter into this contract, desires to approve the Operation and Maintenance Contract for the 2025 - 2027 operation of the Williams Migrant Center.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of County of Colusa hereby authorizes Wendy G. Tyler, County Administrative Officer to execute said Contract #25-OMS-18601, in an amount no less than $2,314,163.00, as well as any amendments to said contract, on behalf of County of Colusa.

PASSED AND ADOPTED this day of 22nd day of April 2025, by the following votes:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

_____
Daurice Smith, Chairperson
Board of Supervisors

County: Colusa

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

APPROVED AS TO LEGAL FORM:

_____
Patricia Rodriguez,
Deputy Clerk of Said Board

_____
Richard Stout, County Counsel

Attachment: MFH 25-27 Resolution [Revision 3] (10441 : Adopt Resolution Appropriating Funding for Williams Migrant Center)

(SEAL)

The Clerk of the Board of Supervisors attests or certifies, as a witness to a board meeting held on April 22, 2025 and swears or confirms, that the foregoing information in this resolution is true and correct and has not been altered or amended.

Signed: _____
Patricia Rodriguez, Deputy Clerk
Colusa County

Attachment: MFH 25-27 Resolution [Revision 3] (10441 : Adopt Resolution Appropriating Funding for Williams Migrant Center)

COUNTY OF COLUSA, CA

3.6

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve Sub-Recipient Agreement with Glenn County for Emergency Solutions Grant Funds effective November 1, 2024, and authorize County Administrative Officer to sign.

Approve Sub-Recipient Agreement with **Glenn County** for Emergency Solutions Grant Funds effective November 1, 2024, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

The California Department of Housing and Community Development Emergency Solutions Grant Sub-Recipient Agreement between Glenn County and Colusa County is for the purpose of distributing the Emergency Solutions Grant funding.

Colusa County Department of Health and Human Services was awarded $30,868.00 for the term from November 1, 2024, through October 15, 2025.

Funds will be used to provide rapid re-housing assistance and/or other eligible activities relating to stabilizing individuals and families experiencing homelessness.

Prior Board Action

C21-028, C23-031

Fiscal Impact/Funding Source

This is a revenue agreement. The funds were awarded by the California Department of Housing and Community Development (HCD). No impact on County General Fund.

Action for the Clerk

Please have Wendy Tyler, County Administrative Officer, sign approved agreement and email pdf copy of the agreement to Amilcar Avendano @ DHHS.

ATTACHMENTS:

- Colusa_ESG_2023__Subrecipient_Agreement_CAD_FY2025-27.docx (PDF)

Docusign Envelope ID: 30143189-085F-4A73-9F32-F7C967F8DBDC

Attachment: Colusa_ESG_2023__Subrecipient_Agreement_CAD_FY2025-27.docx (10421 : ESG Sub-recipient Agreement with Glenn County)

EMERGENCY SOLUTIONS GRANT (ESG) SUB-RECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is made and entered into this 1st day of February, 2025, by and between Glenn County, a political subdivision of the State of California, through its Community Action Department ("County"), and Colusa County through its Department of Health and Human Services ("Subrecipient").

RECITALS:

A. County has determined that it is desirable to retain Subrecipient to provide housing support to address homelessness under the Emergency Solutions Grant (ESG); and

B. Subrecipient represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Subrecipient represents and warrants that Subrecipient is an independently established business entity formed as a local government, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Subrecipient represents and warrants that Subrecipient advertises these services to and contracts with entities other than County; and

E. Subrecipient represents and warrants that Subrecipient maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Subrecipient to perform the proposed services.

County and Subrecipient agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Subrecipient to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include the provision of housing support to address homelessness under the Emergency Solutions Grant (ESG) ("Services").

2. Term. Services under this Agreement shall commence on November 1, 2024 and shall continue until October 15, 2025, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Subrecipient for the professional services described in Exhibit "A" shall be set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the

payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Subrecipient or furnish any other consideration under this Agreement and Subrecipient shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Subrecipient to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Subrecipient acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Subrecipient is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed thirty thousand, eight hundred sixty-eight dollars ($30,868.00) for the term of the agreement.** The County shall make no payment to Subrecipient in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Subrecipient agrees to testify at County's request if litigation is brought against County in connection with Subrecipient's work. Unless the action is brought by Subrecipient or is based upon Subrecipient's negligence or intentional tortious conduct, County will compensate Subrecipient for the testimony at Subrecipient's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Subrecipient shall submit invoices for services rendered during the preceding month. Subrecipient shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts. Additional invoicing requirements are described in Exhibit "B", paragraph 3.

5. County's Representative. County hereby designates the Community Action Department Director, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Subrecipient shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Subrecipient's Representative. Subrecipient hereby designates Colusa County Health and Human Services Director, or his or her designee, to act as its representative for the performance of this Agreement ("Subrecipient's Representative"). Subrecipient's Representative shall have full authority to represent and act on behalf of Subrecipient for all purposes under this Agreement. Subrecipient's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement

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shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:
Administration
Community Action Department
345 Yolo Street
Orland, California 95963
Telephone: (530) 934-1443

If to Subrecipient:
Elizabeth Kelly, Director
Colusa County Health and Human Services
251 E. Webster Street
Colusa, California 95932
Telephone: (530) 458-0250

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Subrecipient is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Subrecipient herein and Subrecipient shall have the right to provide the same or similar services to entities other than County without restriction. Subrecipient shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Subrecipient shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Subrecipient's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Subrecipient is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Subrecipient shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Subrecipient's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Subrecipient agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Subrecipient under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Subrecipient's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee

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rather than an independent contractor, Subrecipient shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Subrecipient. It is understood that Subrecipient is to provide information, research, advice, recommendations, and consultation services to the County. Subrecipient shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Subrecipient.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Subrecipient under this Agreement ("Documents & Data"). Subrecipient shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Subrecipient represents and warrants that Subrecipient has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Subrecipient makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Subrecipient or provided to Subrecipient by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Subrecipient under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Subrecipient under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Subrecipient, and whether or not developed by Subrecipient. Subrecipient will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Subrecipient shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Subrecipient of any and all right to the above referenced Intellectual Property. Should Subrecipient, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Subrecipient for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Subrecipient. However, unless otherwise identified and stated prior to execution of this Agreement, Subrecipient represents and warrants that it has

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the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Subrecipient non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Subrecipient which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Subrecipient in connection with the performance of this Agreement shall be held confidential by Subrecipient. Such materials shall not, without the prior written consent of County, be used by Subrecipient for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Subrecipient which is otherwise known to Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Subrecipient shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Subrecipient receive a subpoena or court order related to this Agreement or Services, Subrecipient shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Subrecipient shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Subrecipient shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Subrecipient may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Subrecipient agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Subrecipient's officers, employees, representatives, agents, and subcontractors comply with this provision. Subrecipient further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Subrecipient's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Subrecipient shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent

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acts, omissions or willful misconduct of Subrecipient, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Subrecipient shall defend, at Subrecipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Subrecipient shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Subrecipient shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Subrecipient's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Subrecipient's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Subrecipient. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Subrecipient's indemnification of the County, Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Subrecipient, Subrecipient's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if Subrecipient provides written verification it has no employees).

☐ Subrecipient certifies that it has no employees: _____
Signature of Subrecipient

(iv) Professional Liability (Errors and Omissions) Insurance appropriates to the Subrecipient's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

☐ Waived: _____

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Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

☐ Waived: _____

Signature of County Administrative Officer

2. If Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Subrecipient.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Subrecipient's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Subrecipient hereby grants to County a waiver of any right to subrogation which any insurer of said Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the

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County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Subrecipient shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Subrecipient agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Subrecipient until Subrecipient has fully complied with the insurance provisions of this Agreement. In the event that Subrecipient's operations are suspended for failure to maintain required insurance coverage, Subrecipient shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Subrecipient shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Subrecipient shall at all

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times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Subrecipient and any subcontractors are engaged.

B. Subrecipient represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Subrecipient's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Subrecipient from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Subrecipient shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Subrecipient.

A. Subrecipient shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Subrecipient shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Subrecipient of any defect in Subrecipient's performance.

C. The Services shall be performed by Subrecipient or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Subrecipient shall at all times be under

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Subrecipient's exclusive direction and control. Subrecipient shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Subrecipient shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Subrecipient shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Subrecipient's records as needed to evaluate and verify any invoices, payments, and claims that Subrecipient submits to County or that any payee of Subrecipient submits to Subrecipient in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Subrecipient shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Subrecipient shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Prevailing Wages.

A. Subrecipient certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Subrecipient agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Subrecipient shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Subrecipient or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Subrecipient specifically acknowledges that County has not affirmatively represented to Subrecipient in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Subrecipient hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Subrecipient acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project

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(submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Subrecipient acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Subrecipient acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. Equal Opportunity Employment. Subrecipient represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Subrecipient shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

19. Labor Certification. By its signature hereunder, Subrecipient certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Subrecipient shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Subrecipient shall be liable for all violations of such laws and regulations in connection with Services. If Subrecipient performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Subrecipient shall be solely responsible for all costs arising therefrom. Subrecipient shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not

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valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

22. Subcontracting and Assignment. Subrecipient shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

24. Prohibited Interests. Subrecipient maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Subrecipient, to solicit or secure this Agreement. Further, Subrecipient warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Subrecipient, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Employment Adverse to County. Subrecipient shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

26. Conflict of Employment. Employment by Subrecipient of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Subrecipient of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Subrecipient securing this or related Agreements with County, is prohibited.

27. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

29. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

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30. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

31. Time of Essence. Time is of the essence for each and every provision of this Agreement.

32. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

33. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

34. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Subrecipient and supersedes all prior oral and written agreements and communications.

35. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

37. Authority to Enter Agreement. Subrecipient has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Subrecipient warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Subrecipient.

38. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature"

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as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

39. ESG Program Terms and Conditions. Subrecipient shall comply with all applicable terms and conditions established by the California Department of Housing and Community Development. Exhibit C "ESG Program Terms and Conditions" is attached and incorporated herein by this reference. To the extent that there are terms that conflict between the portions of state contract attached hereto, the more restrictive terms shall apply.

In witness whereof, this agreement has been executed by the parties hereto:

COUNTY OF GLENN:

By: Scott H. De Moss, CAO
Scott De Moss, County Administrative Officer
Glenn County, California

Date: 3/3/2025 | 5:08 AM PST

SUBRECIPIENT:

By: _____
Wendy Tyler, County Administrative Officer
Colusa County, California

Date: _____

By: _____
Laura Hawkins, Director
Glenn County Community Action Department

Date: _____

By: _____
Richard Stout, County Counsel
Colusa County, California

Date: _____

APPROVED AS TO FORM:

By: Christopher Roske
County Counsel, Glenn County

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager: Brenda Enriquez
Approved by Fiscal Manager: _____
Approved by Program Manager: _____

Exhibits:
Exhibit A – Authority, Purpose and Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – ESG Program Terms and Conditions
Exhibit D – Grant Subaward Invoice and Supporting Documentation Standards

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EXHIBIT A
AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Subrecipient Agreement (Agreement) provides notification of the conditional reservation of funds under the Department of Housing and Community Development's (HCD) administration of the Emergency Solutions Grant (ESG or the Program). ESG funds are awarded pursuant to the provisions of 42 USC 11371 — 42 USC 11378, ("Federal Statutes, the Catalog of Federal Domestic Assistance Number 14.231, and 24 CFR Part 576, ("Federal Regulations") and 25 California Code of Regulations (CCR) Section 8400 et seq. ("State Regulations") all as shall be amended from time to time.

ESG provides funds for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and State program requirements. The California Department of Housing and Community Development (HCD) administers the ESG program with funding received from the U.S. Department of Housing and Urban Development (HUD).

The ESG program provides grant funding to one or more of the following:

A. engage homeless individuals and families living on the street.
B. rapidly re-house homeless individuals and families.
C. help operate and provide essential services in emergency shelters for homeless individuals and families; and
D. prevent individuals and families from becoming homeless. This contract specifically provides funding for specific program activities described in Exhibit C Section 2, Eligible Activities.

2. Purpose

In accordance with the authority cited above, an application by the County was made to HCD. It was determined that the Subrecipient would be awarded for assistance from the Program for funding eligible activities relating to homelessness within the specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490.

In accepting this conditional reservation of funds, Subrecipient agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability under which the County applied, the representations contained in the Subrecipient's application for this funding allocation ("Application"), and the requirements of the authorities cited above.

3. Scope of Work

Subrecipient shall perform the Scope of Work ("Work"), in the areas as identified in Exhibit B, Paragraph 1, and in accordance with Federal ESG requirements at 24 CFR Section 576 and 25 CCR Section 8404-8407. For the purposes of performing the Scope of Work, the County agrees to provide the amount(s) identified in Exhibit B, Paragraph 1. Unless amended in writing, the County shall not be liable for any costs in excess of the total approved budget. The County shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

4. Federal Grant Identification

HUD Grant No: E-22-DC-06-0001
CFDA Number: 14.231
Date HUD Grant Agreement Signed: November 8, 2022

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

ESG funds shall be used for the following activities, as described under the federal ESG regulations at 24 CFR Part 576, Subpart B—Program Components and Eligible Activities and Title XII, Homeless Assistance Section.

Subrecipient has been awarded the following amounts for the provision of services:

Rapid Rehousing Assistance	$30,868.00
TOTAL AWARD AMOUNT	$30,868.00

2. Effective Date, Term of Agreement, and Deadlines

A. This Agreement will expire on: October 15, 2025.
B. All Program funds shall be expended by: August 1, 2025.
C. All Final Funds Requests shall be submitted to the County by August 1, 2025.
D. Reimbursements will not be made after this Agreement expires.
E. Subrecipient agrees that the Work shall be completed by the expenditure deadline specified and that the Work will be provided for the full term of this Agreement.

3. Invoicing and Payments

A. Subrecipient shall ensure timely entry of client data into the Homeless Management Information System (HMIS) for all client services rendered for reimbursement on each invoice. Invoices shall reference the number of clients served during the invoice period. The County may dispute or withhold approval of the invoice until the data is entered into HMIS.
B. Invoices shall include the ESG Requests for Funds (RFF) form provided by HCD. This form is available through this link: https://www.hcd.ca.gov/emergency-solutions-grants
C. Invoice(s) may be submitted by email to: gccad@countyofglenn.net or by mail to:
Glenn County Community Action Department
Attn: Administration/ Fiscal
345 Yolo Street
Orland, CA 95963

D. Expenditure Milestone Requirements:

Percentage of ESG Award that must be expended	Milestone Deadline
20%	120 days after execution of contract
50%	180 days prior to expenditure deadline
80%	60 days prior to expenditure deadline

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4. Availability of Funds

The County's provision of funding to Subrecipient pursuant to this Agreement is contingent on the continued availability of ESG funds and continued federal authorization for ESG activities, as well as the conditions set forth in Exhibit C, Section 2. The County's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the County in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

5. Ineligible Costs

A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible in per 24 CFR 576. The County reserves the right to request additional information and clarification to determine the reasonableness, necessity, and eligibility of all costs to be paid with funds made available by this Agreement. If Subrecipient uses ESG funds for the costs of ineligible activities, Subrecipient shall be required to reimburse these funds to the County immediately. Further, Subrecipient shall be prohibited from applying to the County for subsequent ESG funds until the County is fully reimbursed.
B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, and must be immediately repaid to the County or its designee, by the Subrecipient. Expenditures for Work, not described in Exhibit A, shall be deemed authorized only if the performance of such Work is approved in writing by the County prior to the commencement of such Work.
C. The County, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. Indirect Costs

To seek reimbursement for indirect costs, the subrecipient must:

A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;
B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate of 10%, do not meet the definition of a Major Nonprofit Organization as defined by OMB 2 CFR 200.414; and,
A. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR Section 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.
B. Pursuant to 2 CFR Section 200.331(a)(4), the Indirect Cost Rate for the Subrecipient shall be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government, or, if no such rate exists, the De Minimis indirect cost rate as defined in 2 CFR Section 200.414(b) Indirect (F&A) costs. Indirect costs may be allocated to each eligible activity under Section 576.101 through Section 576.108, so long as that allocation is consistent with 2 CFR Part 200, Subpart E. Subrecipient shall maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR Section 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

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7. Duplication of Benefits

Pursuant to both Federal and State law all ESG costs must be:

1) necessary;
2) reasonable;
3) if applicable, there can be no duplication of benefit;
4) ESG funds cannot be used to supplant local or state resources, and
5) Applicant must guard against fraud (see paragraph 26 in Exhibit C) and ineligible uses of ESG funds and (See 24 CFR Section 576.1; Housing (HEARTH) Act of 2009 SEC. 402 (f)(3)(A), 24 CFR Section 576.107(3)(a), 24 CFR Section 576.400(f)).

8. Compatibility of Program Funds

It is the duty and responsibility of the Subrecipient to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all HCD program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by HCD in its sole and absolute discretion.

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EXHIBIT C
ESG PROGRAM TERMS AND CONDITIONS

In addition to the definitions found in 42 U.S.C. section 11371 (section 411) and 24 C.F.R. section 576.3, the following definitions shall apply:

1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.
2) "Administrative activities" is defined at 24 CFR 576.108.
3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department pursuant to 25 CCR 8403 to administer State ESG funds.
4) "Application" means Contractor's ESG application submitted in response to the ESG NOFA.
5) "At Risk of Homelessness" as defined in 24 CFR 576.2.
6) "City" is defined at 42 USC section 5302(a)(5).
7) "Continuum of Care" is defined under 24 CFR 576.2. means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim Service Providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social Service Providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.
8) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.
9) "Contract" see "Standard Agreement" defined below.
10) "Contractor" means a state law contractor entity that enters into a Standard Agreement (STD 213) with the Department for ESG funds, per (State Contacting Manual, Glossary; 25 CCR 8401), and becomes a federally defined subrecipient under 24 CFR 576.2 Definitions, see 2 CFR 200.1, but not a federally defined contractor under 2 CFR 200.331. Subrecipient is often used synonymously with contractor.
11) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".
12) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in 24 CFR 576.
13) "Department" means the California Department of Housing and Community Development (HCD).
14) "ESG" is the acronym for the Emergency Solutions Grants program.
15) "Eligible Activities" mean those activities upon which ESG funds may be expended as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.
16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.
17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.
18) "Emergency Shelter" is any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign

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leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG. 24 CFR 576.2.

19) "ESG Entitlement" means a Unit of General-Purpose Local Government that meets one of the following:
   a) is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD.
   b) is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or
   c) is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.

20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.

21) "ESG Nonentitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement Area.

22) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.

23) "Governing Board" – means Board of Supervisors for a County applicant and means City Council for a city applicant.

24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.

25) "Homeless" is defined at 24 CFR 576.2.

26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.

27) "HUD" means the United States Department of Housing and Urban Development.

28) "NOFA" is the acronym for a "Notice of Funding Availability".

29) "Nonentitlement Area" is defined means an area which is not a metropolitan city or part of an urban county and does not include Indian tribes. 42 USC 5302(7).

30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings.

31) "Private Nonprofit Organization" means a private nonprofit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency as defined in 24 CFR 576.2.

32) "Program" shall mean the Emergency Solutions Grants Program ("ESG").

33) "Rapid Re-Housing" means the activities to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. (24 CFR 576.104)

34) "Service Area" has the same meaning as the term "Continuum of Care Service Area".

35) "Service Providers" refer to "continuum of care" definition above

36) "Site" means one or more facilities where the program(s) is being carried out.

37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
   a) a deed demonstrating ownership in fee title.
   b) a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG grant.
   c) an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG grant, or

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d) For rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG applications stated in the applicable NOFA.

38) "Standard Agreement" means the contract entered into by the Department and the ESG Administrative Entity (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG funds.

39) "Subrecipient" means an entity that enters into a Standard Agreement with the Department for general-purpose local government or private nonprofit organization to which a recipient makes available ESG funds. (25 CCR 8401). (24 CFR 576.2) Throughout this Standard Agreement is referred to as Contractor.

40) "Subcontractor" means an entity that is performing work as shown under 24 CFR 576.100(A) as described in Exhibit A, Section 2 ESG funds for a Contractor or Service Provider.

41) "Unit of General-Purpose Local Government" refer to 19 above. 24 CFR 576.2.

42) "Written Standards" means the standards, policies, and procedures adopted by an Administrative Entity for providing ESG Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

a) Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 USC 5302, 42 USC 11302, 42 USC 11371, 42 USC 11373, 24 CFR 576.3, 24 CFR 576.400, and CFR 576.2.

1. Eligible Activities

ESG funds shall be used for the eligible activities as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional limitations or requirements shall apply:

A. For Rapid Rehousing (RR) activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the County prior to the award of funds for these activities and is approved by HCD:
   1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,
   2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

B. Pursuant to 2 CFR 200.414(f) OMB requirements, Subrecipient may to charge an indirect cost allocation to their subaward. The indirect cost allocation may not exceed ten percent (de-minimis) of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.

C. Rental assistance payments provided as part of an RR activity under 24 CFR Part 576.106 cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.

D. All provisions of 24 CFR 576 and CCR Title 25, Division 1, Chapter 7 shall apply including, but not limited to the following:
   1) None of the ESG funds provided may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.
   2) Notwithstanding the location requirement in subdivision (a) above, an approved Administrative Entity (County) shall also be eligible to administer funds for geographically contiguous Continuums of Care that are eligible to receive funds under the Balance of State Allocation and that agree to administration of their allocation by the Administrative Entity. One hundred percent of both allocations shall be used for Rapid Re-Housing activities pursuant to the requirements of 25 CCR 8408 and 8409. (25 CCR 8403 (a)(1)).

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2. **Use of Homeless Management Information System**

Subrecipient shall enter all client-level data into the Dos Rios Homeless Management Information System ("HMIS") as required by the HMIS Lead Agency, the County. In addition, Subrecipient shall sign a Personal Services and Sublicense Agreement with the County to obtain access to HMIS and obtain training for use of HMIS. Subrecipient shall use the Dos Rios HMIS Intake forms and processes as provided by the County. Subrecipient must ensure that data on all persons served, and all activities assisted under ESG are entered into the HMIS in accordance with HUD's standards on participation, data collection, and reporting.

3. **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts)**

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
3) The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds. The County has the option to invalidate the contract under the thirty (30)- day cancellation clause or to amend the contract to reflect any reduction in funds.

4. **Transfers**

Subrecipient may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the County and a formal amendment to this Agreement to affect such subcontract or novation.

5. **Contractors and Subcontractors**

A. Subrecipients shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the County of the contractor's eligibility. A Subrecipient is not eligible to receive grant funds if the Subrecipient is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
B. The Agreement between the Subrecipient and any subcontractor shall require the Subrecipient and its subcontractors, if any, to:
    a. Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
    b. Comply with the labor standards described in this Exhibit, Section 18, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
    c. Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.

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d. Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
e. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the County, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing the Work or any part of it.
f. Agree to include all the terms of this Agreement in each subcontract.

C. The County reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds $25,000.00.

6. **Core Practices**

A. All ESG-funded activities shall operate in a manner consistent with the ESG requirements and perform all services in a competent, professional, and first-class manner to the satisfaction of HCD.

B. All subrecipients receiving ESG funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

C. The Subrecipient will establish and implement to the maximum extent practicable and where appropriate, protocols, policies, and procedures for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

D. The Subrecipient will develop and implement procedures to ensure the confidentiality and protection of all records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance. Furthermore, the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, must be protected against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

E. If ESG funds are used for shelter operations or essential services related to Street Outreach or Emergency Shelter, the Subrecipient will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the Subrecipient serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

F. The Subrecipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.

G. If required, the Subrecipient shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs required to comply with all applicable federal and state laws, rules, and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq., as amended and implementing regulations, and HUD Handbook 1378. Subrecipient shall indemnify, defend, and hold the County harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of the Site, including without limitation claims for relocation assistance, inverse condemnation, and claims otherwise arising

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from any act or omission of Subrecipient pursuant to the provision of relocation assistance.

H. To the maximum extent practical, the Subrecipient, will involve homeless individuals and families through employment, volunteer services, or otherwise; in constructing, renovating, maintaining and operating facilities assisted under ESG and in providing services for occupants of facilities assisted by ESG.

7. **Shelter and Housing Standards**

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403(b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 USC794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 USC 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 USC 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Rehousing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403(c).

8. **Inspections**

A. Subrecipient shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
B. The County reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
C. Subrecipient agrees to require that all non-conforming Work be corrected and to withhold payments until such Work is corrected.

9. **Monitoring Grant Activities**

A. Subrecipient shall be monitored on the activities selected and awarded by them to ensure compliance with all ESG requirements. An onsite or desk monitoring shall occur whenever determined necessary by the County, but at least once during the grant period.
B. The HCD will monitor the performance of the County based on a risk assessment and according to the terms of this Agreement. The HCD may also monitor Subrecipient as the HCD deem appropriate based on a risk assessment.
C. The HCD will monitor the performance of County and Subrecipient's funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the HCD will work collaboratively with the County and the Subrecipient to develop performance improvement plans which will be incorporated into this Subrecipient Agreement and other agreements required under 25 CCR Section 8403
D. If it is determined that the Subrecipient falsified any certification, application information, financial, or contract report, the Subrecipient shall be required to immediately reimburse the full amount of the ESG award to the County, and may be prohibited from any further participation in the ESG program. The County may also impose any other actions permitted under 24 CFR 576.501 (c).
E. As requested by the HCD, the Subrecipient shall submit to County all ESG monitoring documentation

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necessary to ensure that County and the Subrecipient are in continued compliance with all ESG requirements. Such documentation requirements and the submission deadline(s) shall be provided by the County when the information is requested from the Subrecipient.

F. Subrecipient shall cooperate with the County and HCD and shall make available all information, documents, and records reasonably requested. Copies of these items will also be made available to the County upon their request. Subrecipient shall provide the County the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating the Subrecipient's performance.

10. **Compliance with Federal and State Laws and Regulations**

The Subrecipient shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.

A. The Subrecipient agrees to comply with all federal and state laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Subrecipient agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Subrecipient and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

B. Subrecipient shall indemnify, protect, defend, and hold harmless County and the HCD from and against any and all loss, liability, damage, claim, cost, and/or expense (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that result or arises in any way from the noncompliance by Subrecipient or Service Provider personnel of any applicable local, state, and/or federal law or requirement.

11. **Procurement of Goods and Services**

Prior to the drawdown of ESG funds for the Subrecipient's purchase of goods or services, Subrecipient, shall comply with the Procurement Standards contained in 2 CFR 200 317-326. Subrecipient, when procuring goods with ESG funds, must provide the County with evidence of compliance with these requirements, as applicable.

12. **Procurement of Recovered Materials**

Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Equal Opportunity Requirements and Responsibilities**

A. **Title VI of the Civil Rights Act of 1964, as amended, including 24 CFR Part 1:** This act provides

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that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance. In regard to the sale or lease of a Site, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed and leases prohibiting discrimination under this Title, and providing that State of California and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient shall enforce such covenant and shall not itself so discriminate.

B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 I42** U.S.C. **53091:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age fifty-five (55) or older.

F. **Affirmatively Furthering Fair Housing (AFFH):** The Fair Housing Act in 1968 to prohibits discrimination in the sale, rental, and financing of housing based on race, religion, and national origin. Over time the law expanded its protections to include discrimination based on sex, disability, and familial status. The law also introduced the need to go beyond just prohibiting discrimination to instead creating real housing choice by affirmatively furthering fair housing. In 2018 California adopted AB 686 which expands upon the fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development. AB 686 creates new requirements that apply to all housing elements due for revision on or after January 1, 2021. Affirmatively Furthering Fair Housing requires taking meaningful actions to combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Jurisdictions must take meaningful actions that when taken together, address significant disparities in housing needs and access to opportunity. Such actions may include, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. (24 CFR parts 91, 92, 570, 574, 576, and 903) (24 CFR 5.151-24 CFR 5.152)

   1. For ESG, AFFH requires collecting demographic data for the homeless and analyzing it to develop more equitable ways to serve the homeless population. Please refer to the 2022 ESG BoS NOFA for additional guidance regarding this process.

G. **Advancing Racial Equity:** Pursuant to direction from HUD, as provided at the links below,

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Subrecipients should prioritize the advancement of racial equity at all levels of the homeless response system. The County asks Subrecipients to be leaders in their homeless response systems, facilitating partnerships among service organizations and promoting racial equity practices. Subrecipients must respond to disproportionality in access to services, service provision and outcomes. Subrecipients cannot simply rely on delivering a standardization of services to address equity. Subrecipients have the responsibility to examine their data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity.

The County recommends that Subrecipients refer to and utilize the Racial Equity Tools available on the HUD Exchange to inform efforts to advance racial equity within the homeless response system. The tools are currently available at the following link: https://www.hudexchange.info/news/new-coc-racial-equity-analysis-tool/

The County also encourages Subrecipients to refer to the Increasing Equity in the Homeless Response System through Expanding Procurement Tool from the HUD Exchange to help guide practices in this area at the following current link:

https://www.hudexchange.info/resource/6083/covid19-homeless-system-response- increasing-equity-in-the-homeless-response-system-through-expanding-procurement/

H. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is fifty-five (55) years of age or older living in at least eighty percent (80%) of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons fifty-five (55) or older.

I. **The Age Discrimination Act of 1975, as amended, including 24 CFR Part 146:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of seventy (70) was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

J. **Section 504 of the Rehabilitation Act of 1973, as amended:** It is unlawful to discriminate based on disability or handicap in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of their disability or handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991. Subrecipient must ensure that its programs are accessible to and usable by persons with disabilities in accordance with the implementing regulations at 24 CFR Part 8.

K. **The Americans with Disabilities Act of 1990 (ADA), as amended:** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment by state and local governments in places of public accommodations and commercial facilities. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for us of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

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L. **Executive Order 11063, as amended, including 24 CFR 107:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government. This order and its implementing regulations include requirements that all actions necessary be taken to prevent discrimination because of race, color, religion, sex, or national origin, in the use, occupancy, sale, leasing, rental, or other disposition of property assisted with Federal loans, advances, grants or contributions.

M. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

N. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

O. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

P. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

Q. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

R. **Executive Order 11246, as amended:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin.

S. **24 CFR Part 5, Subpart A**: The requirements at 24 CFR Part 5 are applicable including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.

14. **Affirmative Outreach**

A. Subrecipient must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Subrecipient or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

B. Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also

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required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

C. Equal Access for Disabilities:

a. Subrecipients must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1. 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;

1. Achieving Compliance**:** The California State Dept. of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

15. **Environmental Requirements**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Subrecipient assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Subrecipient shall comply with the environmental requirements of 24 CFR Part 58. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Part 58 and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Subrecipient shall supply all available, relevant information necessary for HCD to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by HCD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an environmental impact statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 58 and the subrecipient has received HUD approval of the property. For all funded applications, HCD will inform the subrecipient any required additional environmental review.

In accordance with 24 CFR 58.22, neither the Subrecipient nor any Service Provider in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in 24 C.F.R. Section 58.1(b) on an activity or project until HUD or the HCD has approved the County's Request for Release of Funds (RROF) and the related certifications have been approved. Neither a Subrecipient nor any Service Provider in the development process may commit non-HUD funds or undertake an activity or project that would have an adverse environmental impact or limit the choice of reasonable alternatives. Upon completion of environmental review or receipt of environmental clearance, the HCD shall notify Subrecipient. HUD funds shall not be utilized before this requirement is satisfied. The environmental review or violation of the provisions may result in approval, modification, or cancellation of the ESG Grant. If a project or activity is exempt under 24 C.F.R. § 58.34 or is categorically

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excluded (except in extraordinary circumstances) under 24 C.F.R. § 58.35(b), no RROF is required, and the recipient may undertake the activity immediately after the HCD has documented its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section by issuing a Notice to Proceed.

16. **Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 5050, as amended from time to time.

17. **Lead-Based Paint Hazards**

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821- 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

18. **Labor Standards**

A. Pursuant to 24 U.S.C 576.107 (e,) Davis-Bacon Act does not apply to the ESG program.

B. Federal Regulations see The Fair Labor Standards Act (FLSA) 29 U.S.C. § 201-219

19. **Matching Funds**

The matching requirements of 24 CFR 576.201 shall apply to this activity. The County requires the Subrecipient to provide a 1:1 match for all ESG expenditures. The eligible forms of matching contributions are defined at 24 CFR 576.201(d). Program income may be used as matching contributions, subject to the requirements at 24 CFR 576.201.

20. **Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence. Dating Violence. Sexual Assault, and Stalking- Sec. 601-603**

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

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During the performance of this Agreement, the Subrecipient assures that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
B. It will implement an "emergency transfer plan", which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
C. It will provide "protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."
D. It will include all protections that apply to program participants under 24 CFR Part 5, subpart L, as supplemented by 24 CFR 576.409, except for the emergency transfer plan requirements under 24 CFR 5.2005(e) and 24 CFR 576.409(d).
E. If implementing a rental assistance program and the housing is not assisted under another "covered housing program" as defined in 24 CFR 5.2003, the agreement may provide that the owner's obligations under 24 CFR Part 5, Subpart L, expire at the end of the rental assistance period. Each lease shall incorporate a lease addendum that includes all requirements that apply to the tenants, owner, or lease under 24 CFR Part 5 Subpart L, as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).
F. It will implement a 'low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

21. **Audit/Retention and Inspection of Records**

A. Subrecipient agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Subrecipient agrees that the County, the County of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Subrecipient agrees to maintain such records for possible audit for five (5) years after County closes its HCD grant or any other period specified in 24 CFR §576.500 (y).
NOTE: Record retention is based on *the HCD's HUD closing date; NOT five (5) years from this Agreement expiration.* The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Subrecipient must contact the County for the specific record retention date for this Agreement. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right of the County to audit records and interview staff in any subcontract related to performance of this Agreement.
B. The Subrecipient must have an annual single audit in compliance with the Single Audit Act of 1984, as amended and comply with 2 CFR Part 200, Subpart F. The audit shall be performed by a qualified State, local or independent auditor. Subrecipient shall notify the County of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the HCD to the independent auditor's working papers. Audits shall be submitted to the HCD when completed but no later than nine months following the close of the fiscal year. Subrecipient shall take corrective actions on any issues noted during the audit within six

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months of the date of receipt of the reports. HCD shall consider sanctions as described in 2 CFR Section 200.505 if the Subrecipient is not in compliance with these audit requirements.

C. Private Nonprofit Organization and Unit of General-Purpose Local Government Subrecipients shall comply with the audit requirements contained in 2 CFR Part 200.

22. **Faith-Based Activities**

Pursuant to 24 CFR Section 576.406 of Federal Regulations, Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting, or rite. Subrecipient shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

23. **Interest of Members, Officers or Employees of Subrecipients. Members of Local Governing Body**

Pursuant to 24 CFR 576.404, in addition to the conflict-of-interest requirements in O2CFR 200, no person:

A. Who is an employee, agent, consultant, officer or elected as appointed official of the Subrecipient (or of any designated public agency); and,

B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, 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 themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR Section 570.611 (d) and (e).

D. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the selection, award, and/or administration of contracts supported by Federal funds to ensure no conflict of interest, real or apparent, would be involved.

24. **Anti-Lobbying Certification**

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and

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submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the County to enforce the provisions of this Agreement or required performance by the Subrecipient of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the County, to enforce these provisions.

26. **Litigation**

A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the County, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
B. Subrecipient shall notify the County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the County and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the County.

27. **Sanctions**

The County may impose sanctions, as well as any other remedies available to it under law, on Subrecipients failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws of regulations;
B. Directing Subrecipient to stop incurring costs under the current grant;
C. Requiring that some or the entire grant amount is remitted to the HCD;
D. Reducing or disencumbering some or all of the amount of grant funds Subrecipient would otherwise be entitled to receive;
E. Electing not to award future grant funds to Subrecipient, unless and until appropriate actions are taken by the Subrecipient to ensure compliance; and/or,
F. Taking any other actions permitted pursuant to 24 CFR 576.501.

28. **Drug-Free Workplace Requirements**

The Subrecipient shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
B. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the Subrecipient's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
C. Subrecipient shall maintain a drug free environment on the Site. Subrecipient pledges that all persons working or residing on the Site shall not unlawfully manufacture, distribute, dispense, possess, or use

Attachment: Colusa_ESG_2023__Subrecipient_Agreement_CAD_FY2025-27.docx (10421 : ESG Sub-recipient Agreement with Glenn County)

controlled substances, as said term is defined in 21 U.S.C. Section 812 and California Health and Safety Code Section 11007 (or successor statutes), including marijuana, heroin, cocaine, and amphetamines on the Site. If Subrecipient or any person working or residing on the Site is convicted or pleads guilty or nolo contendere to a charge of unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances on the Site, then such event shall constitute a default of this Agreement.

29. **Area-wide System Coordination Requirements**

Subrecipient shall coordinate and integrate, to the maximum extent practicable, ESG funded activities with mainstream housing, health, social services, employment education, and youth programs targeted to homeless people in the area covered by the Continuum of Care ("CoC") or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR Section 576.400(b) and (c). The Subrecipient also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this Agreement as listed in 24 CFR Section 576.405 in accordance with 42 U.S.C. 11375(d) and 42 U.S.C. 11375(c)(7).

30. **Evaluation of Program Participant Eligibility and Needs**

Pursuant to 24 CFR Section 576.401, Subrecipient shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under Section 576.400(d) and the written standards established under Section 576.400(e).

31. **False, Fictitious or Fraudulent Claims:**

Warning: Any person who knowingly makes a false claim or statement to HUD or the HCD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

A. Detecting, Preventing, and Reporting Fraud

Fraud is a white-collar crime that has a devastating effect on the ESG program because the ESG program beneficiaries are victims of this crime when the ESG program is abused. HCD wants to stop any criminal assault on the ESG program it administers, and in doing so all ESG funds go to people it was designed to help and improve their living conditions.

B. Combatting Fraud

The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.
HUD cannot combat fraud alone.
HUD relies on HCD and ESG NOFA applicants to combat ESG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.
The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the ESG program to the Office of

Attachment: Colusa_ESG_2023__Subrecipient_Agreement_CAD_FY2025-27.docx (10421 : ESG Sub-recipient Agreement with Glenn County)

Inspector General.
HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the ESG program from HUD employees, anyone administering the ESG program, anyone working in the ESG program, contractors, and the public.
You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the ESG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov
By Phone: Call toll free: 1-800-347-3735
By Fax: 202-708-4829

By Mail:
Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200
Field Office
One Sansome Street
San Francisco, CA 94104
(213) 534-2518

HUD OIG, Office of Investigation
Suite 4070
Regional Office
300 North Los Angeles Street
Los Angeles, CA 90012 (213) 534-2518

Attachment: Colusa_ESG_2023__Subrecipient_Agreement_CAD_FY2025-27.docx (10421 : ESG Sub-recipient Agreement with Glenn County)

Exhibit D

Dos Rios Continuum of Care (CA-523)

Grant Subaward Invoice and Supporting Documentation Standards

Introduction

The Dos Rios Continuum of Care (CA-523) makes federal, state, or local funding available to Colusa, Glenn, and Trinity County service providers. Service providers in receipt of funding, herein referred to as "subrecipients," enter into subrecipient agreements with Glenn County (Lead Agency) as the administrative entity of the Dos Rios CoC. The subrecipient is responsible for administering funding consistent with the subrecipient agreement, program objectives, and the terms and conditions of the state or federal award. The subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

Retention and Availability

Supporting documentation must be retained by the subrecipients for the entire retention period indicated in the subrecipient agreement. The Lead Agency or the primary funding source may request additional supporting documentation during the performance and retention periods. Documentation must be readily available upon request.

Invoice Requirements

The preferred method of submission is via email to gccad@countyofglenn.net as a PDF or similar formatting attachments. Prior to submission of the invoice, the subrecipient shall ensure:

- Invoice contains allowable, necessary, and reasonable costs incurred and is consistent with the approved budget contained within the subrecipient agreement.
- Costs are eligible under the funding source, do not exceed budgets by type of cost, have not already been reimbursed by another funding source, and were incurred during the period of performance
- The invoice is clean and readable, with confidential information redacted
- The amounts on the supporting documentation sum to the amount requested for reimbursement on the invoice
- If an invoice template or form is provided by the Lead Agency for use on a specific project, the subrecipient shall use the template
- The invoice contains the following
    - Subrecipient contract number
    - Subrecipient name and remittance address
    - Billing period
    - Funding source for which reimbursement is being requested
    - Brief description of services
    - An itemized list of expenses incurred by budget category and/or eligible use category
    - Supporting documentation for all expenses incurred

Supporting Documentation Requirements

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting record must trace back to source documentation. Subrecipients should design and maintain a system to organize, group, submit, and retain the relating information for each grant and activity. The Lead Agency may monitor records at any time.
Documentation must demonstrate that costs are: reasonable, allocable, and allowable; within grant requirements; treated consistently; and determined in accordance with Generally Accepted Accounting

Attachment: Colusa_ESG_2023__Subrecipient_Agreement_CAD_FY2025-27.docx (10421 : ESG Sub-recipient Agreement with Glenn County)

Principles (GAAP) and the applicable OMB cost principles.

Supporting Documentation Instructions for Personnel and Non-Personnel Costs

Personnel Costs | Documentation Requirements

Information to include on invoice:	**Supporting documentation required to substantiate the cost:**
Hours charged during the specified period	Employee Timesheet, containing the following: -The period (date range) of the pay period -All hours worked during that period, regardless of funding source -Identification on the number of hours worked on each project/activity by funding source -Signed and dated by the employee and supervisor or authorized electronically
Employee's hourly rate of pay including fringe benefits	Employee Rate Sheet, containing the following: -The employee's hourly rate of pay, including fringe benefits -The effective date of the rate
Eligible use category and description of service provided	-Written description of services provided during the specified period and how services serve grant objectives -Identification of eligible use category the expenditures are categorized under, including justification that expenditures are eligible under the specified category
Additional requirements	Proof of Payment, including the following: -Payroll report form -Payroll accounting records or cancelled checks Proof of Use of Homeless Management Information (HMIS) System -List of HMIS IDs of clients served during the invoice period

Non-Personnel Costs | Documentation Requirements

Information to include on invoice:	**Supporting documentation required to substantiate the cost:**
Itemization of procured good or service	Invoice or receipt clearly demonstrating the costs incurred and date of purchase or period of performance for services
Eligible use category and description	-Written description of how goods purchased or services provided serve grant objectives -Identification of eligible use category the expenditures are categorized under, including justification that expenditures are eligible under the specified category
Additional Requirements	Documentation to demonstrate goods or services were procured in accordance with 2 CFR 200 and subrecipients procurement policies -Resulting contract or purchase number Proof of payment -Copy of processed invoice package -Copy of accounting records or cancelled checks Proof of Use of Homeless Management Information (HMIS) System -List of HMIS IDs of clients served during the invoice period

Attachment: Colusa_ESG_2023__Subrecipient_Agreement_CAD_FY2025-27.docx (10421 : ESG Sub-recipient Agreement with Glenn County)

COUNTY OF COLUSA, CA

3.7

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Adopt a Resolution declaring Vehicles/Equipment from the Public Works Department as surplus county property and authorize the Purchasing Agent to dispose of same.

Adopt a Resolution declaring Vehicles/Equipment from the Public Works Department as surplus county property and authorize the Purchasing Agent to dispose of same.

Detailed Description/Background of request

The Public Works Department has reviewed their vehicle and equipment inventory and have identified items that are no longer useful because they are at end of life, obsolete, don't operate and/or no longer have the parts for repairs. They are requesting that these items be removed from their inventory.

Attached is a report that lists all of the items that they are requesting to dispose of and photos of some of the equipment.

California Government Code section 25363 permits the Board of Supervisors, following a 4/5ths vote, to sell at public auction to the highest bidder County property no longer required for public use. The sale must be made in compliance with requirements of section 25363.

Purchasing & Procurement requests that the Board adopt a resolution declaring the vehicles and equipment as surplus property and authorize the Purchasing Agent to dispose of the items using the most efficient and cost effective manner.

Prior Board Action

None

Fiscal Impact/Funding Source

None - Possible revenue from the sale of equipment by the auction company.

Action for the Clerk

Please number resolution and obtain signatures.

ATTACHMENTS:

- PW Resolution_Surplus Vehicles & Equipment (DOCX)

- DPW Disposal List_4.22.25 (PDF)
- DPW Photos 2 (PDF)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING CERTAIN FIXED ASSETS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL

WHEREAS, the Colusa County Public Works Department have surplus property that is no longer needed by this Department; and

WHEREAS, the Colusa County Public Works Department desire to dispose of the property no longer needed; and

WHEREAS, the Colusa County Purchasing and Procurement Division will utilize the most efficient and cost-effective manner to dispose of the vehicles and equipment; and

WHEREAS, the Departments listing of surplus property is attached hereto and incorporated by reference as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that certain fixed assets outlined in "Exhibit A" are declared surplus and the Colusa County Purchasing and Procurement Division is authorized to dispose of those items.

PASSED AND ADOPTED this 22nd day of April, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

By:_____
, Deputy Clerk

Attachment: PW Resolution_Surplus Vehicles & Equipment (8690 : Declare County Property Surplus)

EXHIBIT A

PUBLIC WORKS SURPLUS LIST

ASSET #	PW EQ #	YR	MAKE	MODEL	TYPE	EQUIPMENT	SERIAL NUMBER	LICENSE
0900006	6	1998	INGERSOLL RAND	P175 WJD	***	COMPRESSOR	284116ULI218	****
0900009	9	1997	FORD	F150	1/2 Ton	PICK UP	1FTDX186XVKB06009	009741
0900010	10	1994	FORD	F350		PICK UP	2FDHF38G9RCA69064	987239
0900013	13	1992	GMC	C1500	1/2 Ton	GRADER TRUCK	1GTDC14H8NZ531240	1150251
0900016	16	1976	CAT			GRADER		
0900019	19	1990	GMC	C2500	3/4 Ton	GRADER TRUCK W/UTILITY BED	1GDGC24J2ALE546287	1106203
0900022	22	1996	FORD	F150	1/2 Ton	PICK UP	1FTEF15N1TLC15047	E009743
0900023	23	1996	FORD	F150	1/2 Ton	PICK UP W/RACK	1FTEF15N1TLC15048	E009742
0900024	24	1995	GMC	K2500	3/4 Ton	PLOW TRUCK	1GTGK29K3SE545415	1141871
0900995	26	1993	GMC	K1500	1/2 TON	TRUCK	2GTEK19H6P1564474	1219631
0900028	28	1992	GMC	TOPKICK		SERVICE TRUCK	1GDG6H1J5NJ501000	1150304
0900994	32	1995	GMC	C3500	1 Ton	PICK UP	1GTGC34K2SE516482	1219632
0900207	36	1996	FORD	F350		PICK UP	1FTHF36G2TEA82392	049429
0900278	38	1996	FORD	F250	3/4 TON	PLOW TRUCK	1FTHX26G4TEA43178	1035765
0900040	40	1985	JOHN DEERE	401D		TRACTOR	716514	****
901019	42A	2007	FALC	PALLICANO 2100	MOWER	MOWER	49581	****
0900047	47	1989	HUSKY			POTTY TRAILER	1M9K17101EA069244	1150302
0900048	48	1990	PORTA POTTY			PORTA POTTY	1M9K17103LA069047	1150303
0900049	49	1984	TCM	FCG25N6	2 Ton	FORKLIFT	488-00546	****
0990050	50A	1969	GARWOOD	275-0-19	Semi Hopper	TRAILER	R2321	E301675
0980050	50B	1969	GARWOOD	275-0-19	Pull Hopper	TRAILER	R2322	E301672
0990052	52A	1969	GARWOOD	275-0-19	Semi Hopper	TRAILER	R2348	E304686
0980052	52B	1969	GARWOOD	275-0-19	Pull Hopper	TRAILER	R2349	E304684
	55		HOMEMADE	SIGNAL	TRAILER			
0900058	58	1985	CHEVY	TC7D042	Dump	DUMP TRUCK	1GBP7D1F5FV215166	E489982
18231	59	1986	HONDA	TRX125		4 WHEELER	JH3TE0507GC101135	****
18232	60	1987	SUZUKI	LTF250		4 WHEELER	JSAAJ47A6J2104208	****
0900061	61	1959	Transitier	G5840	2 Ton	FORKLIFT	N59139	E567685
0900070	70	1986	GMC	TC7D042	Dump	DUMP TRUCK	1GDM7D1F4GV502056	E491003
0900971	71	1993	GMC	C1500	1/2 TON	GRADER TRUCK	1GTDC14H8PZ537963	1219677
0900974	74	1994	GMC	C1500	1/2 TON	PICK UP	1GTEC14H8RZ561168	1219680
0900075	75	1994	FORD	FT900	SAND SPREADER	SAND SPREADER	1FDLY90E3RVA09782	E000504
0900208	81	1997	FORD	F150	1/2 TON	PICK UP	1FTDF17W9VKD17013	E049419
0900089	89	1990	INTERNATIONAL	F2674	10 Yd. Dump	DUMP TRUCK	1HTGLGRR5LH253209	E284623
0900095	95	1989	CHEVY	R3500	1 Ton	FLAT BED	1GBHR34K3KF305521	1332857
0900101	101	1959	Kolman	DC-80-48	Vibratring	GRAVEL SCREEN	52881	****
0900115	115	1992	INTERNATIONAL	9300	Tractor	TRACTOR	2HSFAX6NONC053600	E352329
0900120	120	1992	INTERNATIONAL	2574	3800 Gal. Tank	TRUCK - WATER	1HTGGBGT2NH395901	1219682
0900122	122	1953	INTERNATIONAL	SKD3808		PIPE TRAILER	132752	E255602

Attachment: DPW Disposal List_4.22.25 (8690 : Declare County Property Surplus)

EXHIBIT A

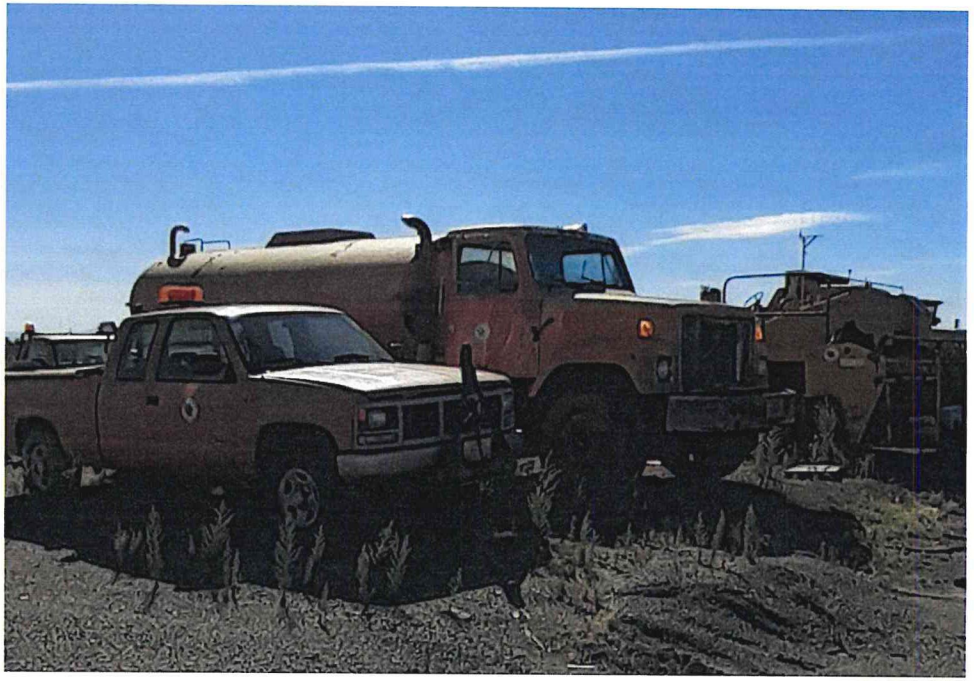
0900125	125	1988	Elgin-Pelican	SERIES P	RICKER MACH	SWEEPER	P204S	E044262
0900128	128	1977	SWEEPSTER	H-84	TOW BEHIND	BROOM	56630	SE412810
0900129	129	1991	SWEEPSTER	H-96	TOW BEHIND	BROOM	912753	SE623243
0900130	130	1992	INGERSOLL RAND	RX65		WACKER	WR6300	
0901026	138	1999	FORD	F350XL	1 TON	FLAT BED	1FDWF36F0XEC68111	1343863
0901024	141	2000	FORD	F450XL	1 1/2 TON	FLAT BED	1FDXF46F5YEA25535	1343861
0901027	144	2000	FORD	F550XLT	1 1/2 TON	FLAT BED PATCH TRUCK	1FDAW57F7YEB11746	1343865
3123	173	1964	CONTINENTAL	REG. SHOW TRLMO TA	4" PUMP	PUMP MOTOR	288951	****
0900180	180	1981	ETNYRE	M201-79		CHIP SPREADER	K4594	****

OUT OF SERVICE

ARB-REGS-MUST UPGRADE ENGINE/RETIRE BY 1/1/19

ARB-REGS-MUST UPGRADE ENGINE/RETIRE BY 12/31/20

Attachment: DPW Disposal List_4.22.25 (8690 : Declare County Property Surplus)



COUNTY OF COLUSA, CA

3.8

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Purchase Order No. 40803242025 with Carahsoft Technology Corp. for the annual license renewal of Carbon Black Software in the amount of $15,023.68 and authorize the Purchasing Agent to sign the purchase order.

Approve Purchase Order No. 40803242025 with Carahsoft Technology Corp. for the annual license renewal of Carbon Black Software in the amount of $15,023.68 and authorize the Purchasing Agent to sign the purchase order.

Detailed Description/Background of request

The Carbon Black end point security software is unitized by all County departments and is purchased by the IT Department each fiscal year. It is a requirement that each computer connected to the County network be equipped with this software. The IT Department is requesting approval of purchase order number 40803242025 authorizing purchase of the Carbon Black software license renewal from Carahsoft Technology Corp in the amount of $15,023.68

Prior Board Action

Carbon Black is an annual license renewal.

Fiscal Impact/Funding Source

The cost is split amongst each department dependent on the amount of users. Each department budgets for their individualized needs.

Action for the Clerk

Please have Purchasing Agent sign the Purchase Order and return to Stacy Woods in the Purchasing Office.

ATTACHMENTS:

- PO 40803242025 Black Carbon_Carahsoft (PDF)

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

Purchase Order No.
40803242025

PURCHASE ORDER

VENDOR	Carahsoft Technology Corp.
NAME	Russell Guerrero
ADDRESS	11493 Sunset Hills Road, Ste. 100
	Reston, VA 20190
PHONE	571.590.7299
	Russell.Guerrero@carahsoft.com

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

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

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
03.24.2025	Stacy Woods		Electronic	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
608	EA	CB-EPFDN-DC-US	Carbon Black Endpoint Foundations - US 7/16/2025 - 7/15/2026	$24.71	$15,023

SUBTOTAL	$15,023
DELIVERY	
CA Sales Tax .0875%	
TOTAL	$15,023

BASED ON ATTACHED QUOTE #
48759947

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

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: PO 40803242025 Black Carbon_Carahsoft (10428 : Approve purchase order for Carbon Black software)

SYMANTEC - ROM QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
WWW.CARAHSOFT.COM/SYMANTEC | BROADCOM@CARAHSOFT.COM

TO: Angela Gross
Purchasing Technician
COLUSA COUNTY
547 MARKET ST STE 110
COLUSA, CA 95932-2452 USA

EMAIL: angross@countyofcolusa.com

PHONE: (530) 458-0437

FROM: Russell Guerrero
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Russell.Guerrero@carahsoft.com

PHONE: (571) 590-7299

TERMS:
FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	48759947
QUOTE DATE:	03/24/2025
QUOTE EXPIRES:	05/01/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$15,023.68
TOTAL QUOTE:	$15,023.68

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PI
		SUBSCRIPTION					
1	CB-EPFDN-DC-US	Carbon Black Endpoint Foundations - US (Min order QTY 200) Symantec - CB-EPFDN-DC-US Start Date: 07/16/2025 End Date: 07/15/2026 : 52620029		$24.71	OM	608	$15,02
		SUBSCRIPTION SUBTOTAL:					$15,02
		SUBTOTAL:					$15,02
			TOTAL PRICE:				**$15,02**
			TOTAL QUOTE:				**$15,02**

-ROM QUOTE-
Please reference quote #48759947 on your order to Carahsoft
Period of Performance Dates: 07/16/2025 to 07/15/2026.

***All payment amounts are hereby committed through the term defined within the above quote.**

****All amounts are exclusive of taxes which will be payable in addition to the fees listed.**

*****For renewals, Broadcom requires the address on the PO to match the address on the customer's current renewal contract. If customer requires address change, may r in system access issues for customer licenses.**

Please be aware of ALL terms listed in our quote and be sure to flow down the applicable End User Terms to the Customer. By referencing the Carahsoft quote # on your partner confirms that the customer has agreed to all the terms and conditions herein:

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at https://www.broadcom.com/licensing, or (ii) the fully executed agreement by and between and the End User and an applicable Broadcom entity governing the CA, Syma or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to h Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPI or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at https://www.broadcom.com/licensing, an the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary fron purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

Attachment: PO 40803242025 Black Carbon_Carahsoft (10428 : Approve purchase order for Carbon Black software)

SYMANTEC - ROM QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
WWW.CARAHSOFT.COM/SYMANTEC | BROADCOM@CARAHSOFT.COM

MULTI-YEAR PRICING REQUIREMENT (Applicable to Multi-year Quotes ONLY)
The Out Year pricing in the POP dates listed above are ONLY valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the reseller and customer Purchase Order, all pricing is subject to change. Each order mu meet CA/Broadcom's minimum threshold requirements.

ORDER AND PAYMENT
Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom/Carahsoft and a reasonable opportunity to remit such payment by Partner, to the maximum extent permitted by applicable law, shall relieve Broadcom & Carahsoft of any and all support obligations hereunder and Partner ri to resell licensed usage rights to the End User may be suspended until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

If this is a Renewal transaction and the end user does not execute a purchase order by the POP start date, pricing is subject to increase, to the maximum extent permitted applicable law.

ANNUAL FEE INCREASES (Applicable to Multi-year Quotes for Non-Public Sector Customers ONLY)
During the term for the Broadcom offerings above, Broadcom may increase the fees hereunder for such offerings up to seven percent (7%) annually by providing Partner/Customer with advance notice including through pricing notices posted at Broadcom support site no less than ninety (90)days prior to such changes taking place I no event will Broadcom purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following t which notice was provided)

HARDWARE ORDERS (Applicable to Hardware Orders ONLY
All orders placed on Broadcom are non-cancellable and non-refundable and Partner/Customer shall agree the obligation that all orders relating to Broadcom hardware product(s) are non-cancellable and non-refundable. Partner/Customer may not reschedule delivery of Broadcom hardware product(s), unless Broadcom gives prior permission.

Broadcom will endeavor to ship hardware products for delivery on Broadcom's acknowledged delivery date (the "Acknowledged Date"). Broadcom may make partial deliveries, which may be separately invoiced. Delivery delay will not relieve the Partner/Customer of its obligation to pay for the Broadcom hardware products or to acce subsequent deliveries. Any lead times or shipment dates provided by Broadcom are estimates only and Broadcom is not liable for any loss, damage, costs or expenses for failure to deliver in accordance with the given lead time or Acknowledged Date. If Broadcom cannot meet the Acknowledged Date, Partner/Customer and Broadcom may agree to alternative arrangements. However, in the event that Broadcom's ability to supply hardware product(s) becomes constrained, Broadcom may, as Broadcom dee reasonable, reduce quantities or delay shipments to Partner/Customer and may allocate production and delivery among its customers.

SOFTWARE SUPPORT AVAILABILITY
End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, o the software may be end of life or a particular version is end of service in which CA will no longer provide (a) operational or technical support and (b) develop and provid enhancements, features, upgrades, service packs, and fixes for the software offering ("Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at https://www.broadcom.com/docs/end-of-support.

MIGRATION
End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) bei terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at https://www.broadcom.com/licensing and this transaction document including all financial obligations relating t Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understa the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warrar End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at https://www.broadcom.com/docs/product-migration

TERMINATION
Customer has the right to terminate any order for its convenience, but only to the extent End User has terminated for convenience, the equivalent order in its prime cont The foregoing termination right shall include End User terminations for lack of funding.

PERSONAL DATA
End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy P located at: https://www.broadcom.com/company/legal/privacy. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broad Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legisl Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Cla ("SCC") located at: https://www.broadcom.com/company/legal/privacy/data-transfers for international data transfer incorporated therein. End User has been advised t during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/ Swiss Federal Data Protection Act and/or other applicable local legislation.

Attachment: PO 4080324202S Black Carbon_Carahsoft (10428 : Approve purchase order for Carbon Black software)

SYMANTEC - ROM QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
WWW.CARAHSOFT.COM/SYMANTEC | BROADCOM@CARAHSOFT.COM

ADDITIONAL EXPORT REQUIREMENTS

In furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, be advised that Broadcom will not accep orders from (a) partners or End Users who are military end users of China, Russia and Venezuela for products with ECCN starting with 5D992, (b) any person who is a citize national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; (c) any person or entity list the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or (d) wher Broadcom, the Partner or End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold for such purpose.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any oth process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any o duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms rel Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownersh interest in the controlled entity.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business partner etc.) it may have in describing its relationship to End User.

****

PLEASE SEND ALL ORDERS TO: CSFROM@Carahsoft.com

Attachment: PO 4080324202S Black Carbon_Carahsoft (10428 : Approve purchase order for Carbon Black software)

COUNTY OF COLUSA, CA

3.9

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Approve 2nd Amendment to the Mental Health Oversight and Accountability Commission (MHSOAC) grant agreement in order to extend the term date to December 31, 2026 and to recognize that the MHSOAC has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC).**

Approve 2nd Amendment to the **Mental Health Oversight and Accountability Commission (MHSOAC**) grant agreement in order to extend the term date to December 31, 2026 and to recognize that the MHSOAC has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC).

Detailed Description/Background of request

Behavioral Health requests a 2nd amendment to the grant agreement with the Mental Health Oversight and Accountability Commission (MHSOAC) in order to extend the term date to December 31, 2026 and to recognize that the MHSOAC has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC).

Behavioral Health received a grant from the BHSOAC awarding Colusa County with a 2.5 million-dollar grant over a four-year time period. Behavioral Health placed a clinician at each of the four districts in the County, with one clinician assigned to the Office of Education who is deployed wherever the need is greatest.

This is a great resource for school personnel to have professional clinical staff located on the school campuses who can provide immediate access to services for students in need. Most of all, the students and their families benefit as all services are entirely free. When students are identified that may need a more intensive care, they are referred to one of the physical health care plans or to the County Behavioral Health Agency for follow up care.

Behavioral Health requests to extend the term of the grant agreement from June 30, 2026 to December 31, 2026. Behavioral Health also requests to recognize Mental Health Oversight and Accountability Commission (MHSOAC) as the Behavioral Health Oversight and Accountability Commission (BHSOAC) effective January 1, 2025.

Prior Board Action

C22-040 and C23-179

State agreement number 21MHSOAC048 and 21MHSOAC048 A.1

Fiscal Impact/Funding Source

All costs will be paid with the grant funds.

The grant fund distribution amounts are included in the Funds Distribution table in Exhibit B included in the original grant agreement.

Action for the Clerk

Please number contract, obtain signatures and send to:

Behavioral Health Oversight and Accountability Commission
Attn: Chelsea Yuen
1812 9th Street
Sacramento, CA 95811

ATTACHMENTS:

- 2nd Amendment_MHSOAC (PDF)
- C23-179_1st Amendment_MHSOAC (PDF)
- C22-040_MHSOAC Agreement (PDF)

State of California

MHSOAC Form 213
21MHSOAC048 **A.2**

Mental Health Services
Oversight & Accountability Commission

Grant Agreement

CONTRACTING AGENCY:	Behavioral Health Services Oversight and Accountability Commission
CONTRACTOR:	Colusa County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC048 **A.2**
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between Colusa County Behavioral Health, a branch of county government headquartered in Colusa, CA; and the Behavioral Health Services Oversight and Accountability Commission (BHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term began on March 25, 2022 and ends on December 31, 2026.

Funding Amount

The maximum award under this Agreement is:
$ 2,500,000.00 (Two million five hundred thousand dollars and no cents.)

Amendment Changes The parties mutually agree to this amendment as follow. All action noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment 2 does the following:
-Extends end date from June 30, 2026 to December 31, 2026.

-The parties recognize that the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) effective January 1, 2025. All references to MHSOAC used in this agreement shall be read to mean BHSOAC.

All other terms and conditions set forth on the face of this MHSOAC Form 213A shall remain the same.

Attachment: 2nd Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

Mental Health Services
Oversight & Accountability Commission

Grant Managers

Direct all program inquiries to:

BHSOAC	**Contractor**
Name: Nai Saechao	Name: Tony Hobson, PhD
Address: 1812 9th Street Sacramento, CA 95811	Address: 162 E. Carson St. Colusa, CA 95932
Phone: (916) 500-0577	Phone: 530-458-0522
Fax: (916) 623-4687	Fax: 530-458-7751
Email: nai.saechao@bhsoac.ca.gov	Email: thobson@countyofcolusa.com

Direct all fiscal inquiries to:

BHSOAC	**Contractor**
Attention: Chelsea Yuen	Name: Bonnie Briscoe
Address: 1812 9th Street Sacramento, CA 95811	Address: 162 E. Carson St. Colusa, CA 95932
Phone: (916) 500-0577	Phone: 530-458-0521
Fax: (916) 623-4687	Fax: 530-458-7751
Email: Accounting@bhsoac.ca.gov	Email: bbriscoe@countyofcolusa.com

Attachment: 2nd Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

State of California

MHSOAC Form 213
21MHSOAC048 **A.2**

Mental Health Services
Oversight & Accountability Commission

Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

Colusa County Behavioral Health	
Business Address: County of Colusa, 547 Market St. Suite 102 Colusa, Ca 95932	
Person Signing: Daurice K. Smith	Title: Chair of Colusa County Board of Supervisors
Signature:	Date:

Behavioral Health Services Oversight and Accountability Commission	
Business Address: 1812 9th Street, Sacramento CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

Attachment: 2nd Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler,
Clerk to the Board
of Supervisors

Ann Nordyke, CCB
Chief Deputy Clerk
to the Board

Patricia Rodriguez
Deputy Clerk
to the Board

Melissa Kitts
Deputy Clerk
to the Board

SUPERVISORS
J. Merced Corona,
District I

Daurice K. Smith,
District II

Kent S. Boes,
District III,
Chair

Gary J. Evans,
District IV,
Vice-Chair

Janice A. Bell,
District V

September 5, 2023

Mental Health Oversight and Accountability Commission
Attn: Norma Pate
1812 9th Street
Sacramento, CA 95811

RE: **Colusa County Contract C23-179**

Dear Ms. Pate,

The Colusa County Board of Supervisors approved the above mentioned contract at their meeting held on August 29, 2023. Enclosed you will find two (2) duplicate original contracts for signature. Please have the enclosed contracts signed, and return one original to this office in the envelope provided.

To the extent that the contract contains an insurance provision, please ensure that evidence of coverage is provided to this office pursuant to the terms of the contract.

Should you have any questions regarding the contract please contact the Behavioral Health department at (530)458-0520.

Sincerely,

Patricia Rodriguez,
Deputy Clerk

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735 ✦
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.com

State of California

MHSOAC Form 213
21MHSOAC048 **A.1**

Mental Health Services
Oversight & Accountability Commission

Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Colusa County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC048 **A.1**
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between Colusa County Behavioral Health, a branch of county government headquartered in Colusa, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term began on March 25, 2022 and ends on June 30, 2026.

Funding Amount

The maximum award under this Agreement is:
$ 2,500,000.00 (Two million five hundred thousand dollars and no cents.)

Amendment Changes The parties mutually agree to this amendment as follow. All action noted below are by this reference made a part of the Agreement and incorporated herein:

- Amends Exhibit A

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike-through.

All other terms and conditions set forth on the face of this MHSOAC Form 213A shall remain the same.

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

State of California

MHSOAC Form 213
21MHSOAC048 **A.1**

Mental Health Services
Oversight & Accountability Commission

Grant Managers

Direct all program inquiries to:

MHSOAC	**Contractor**
Name: Cheryl Ward	Name: Tony Hobson, PhD
Address: 1812 9th Street Sacramento, CA 95811	Address: 162 E. Carson St. Colusa, CA 95932
Phone: (916) 775-6815	Phone: 530-458-0522
Fax: (916) 623-4687	Fax: 530-458-7751
Email: cheryl.ward@mhsoac.ca.gov	Email: thobson@countyofcolusa.com

Direct all fiscal inquiries to:

MHSOAC	**Contractor**
Attention: Chelsea Yuen	Name: Bonnie Briscoe
Address: 1812 9th Street Sacramento, CA 95811	Address: 162 E. Carson St. Colusa, CA 95932
Phone: (916) 500-0577	Phone: 530-458-0521
Fax: (916) 623-4687	Fax: 530-458-7751
Email: Accounting@mhsoac.ca.gov	Email: bbriscoe@countyofcolusa.com

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

State of California

MHSOAC Form 213
21MHSOAC048 **A.1**

MHSOAC
Mental Health Services
Oversight & Accountability Commission

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

Colusa County Behavioral Health	
Business Address: County of Colusa, 547 Market St. Suite 102 Colusa, Ca 95932	
Person Signing: Kent Boes	Title: Chair of Colusa County Board of Supervisors
Signature:	Date: 8/29/23

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors
By Patricia R
PATRICIA RODRIGUEZ, Deputy

Mental Health Services Oversight and Accountability Commission	
Business Address: 1812 9th Street, Sacramento CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature: Norma Pate Digitally signed by Norma Pate Date: 2023.09.18 11:12:47 -07'00'	Date: 9/18/2023

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) ~~and the American Rescue Plan Act (ARPA)~~.
2. Funding. This grant is funded under the ~~ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance~~ **Mental Health Services Act (MHSA)**. This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and **the** ~~federal~~ requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.

2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the ~~federal~~ requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

3. Record Retention. Records must be retained for at least five (5) years after the date on which the ~~federal~~ funding source expires. At the time of Agreement execution,

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

the date of funds expiration was **June 30, 2028** ~~December 31, 2026~~, but the parties understand that this is subject to change.

Funding (*RFA, Section V.E*)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with **the** ~~Federal~~ requirements **in the RFA** and the MHSSA as approved by the Commission

2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
   a) Program Development: Funds are available to be invoiced once the contract is executed
   b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
   c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
   d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (RFA, *Section VIII. A.*)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis**, or as requested by the Commission**. ~~in accordance with the dates shown in Table 1: Reporting Dates~~.

Data Reporting (*RFA, Section VIII.A.*)

1. Program Data. Grantee shall report the following data ~~quarterly following the dates listed in Table 1: Reporting Dates~~. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
   a) Number of students screened and not referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out
      8. Number of students with IEP/504
      9. Number of students in foster care
      10. Number of students that have been in juvenile hall
   b) Number of students screened and referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

3. Age/Number is each age group
4. Primary Language/number in each primary language
5. Ethnicity/number in each ethnicity
6. Number of students suspended/expelled
7. Number of students who dropped out
8. Number of students with IEP/504
9. Number of students in foster care
10. Number of students that have been in juvenile hall

c) Number of trainings provided to teachers, administrators, and parents
d) Number of school mental health partnership coordination activities with other interested parties

~~**Table 1: Reporting Dates**~~

~~Report~~	~~Reporting Period~~	~~Due to Commission*~~
~~1~~	~~Agreement Start Date – March 28, 2022 (depends on date of execution)~~	~~April 8, 2022~~
~~2~~	~~March 1, 2022 – May 31, 2022~~	~~July 8, 2022~~
~~3~~	~~June 1, 2022 – August 31, 2022~~	~~October 7, 2022~~
~~4~~	~~September 1, 2022 – November 30, 2022~~	~~January 9 XX, 2023~~
~~5~~	~~December 1, 2022 – February 28, 2023~~	~~April 7 XX, 2023~~
~~6~~	~~March 1, 2023 – May 31, 2023~~	~~July 10 XX, 2023~~
~~7~~	~~June 1, 2023 – August 31, 2023~~	~~October 9 XX, 2023~~
~~8~~	~~September 1, 2023 – November 30, 2023~~	~~January 8 XX, 2024~~
~~9~~	~~December 1, 2023 – February 29, 2024~~	~~April 8 XX, 2024~~
~~10~~	~~March 1, 2024 – May 31, 2024~~	~~July 9 XX, 2024~~
~~11~~	~~June 1, 2024 – August 31, 2024~~	~~October 8 XX, 2024~~
~~12~~	~~September 1, 2024 – November 30, 2024~~	~~January 8 XX, 2025~~
~~13~~	~~December 1, 2024 – February 28, 2025~~	~~April 8 XX, 2025~~
~~14~~	~~March 1, 2025 – May 31, 2025~~	~~July 8 XX, 2025~~
~~15~~	~~June 1, 2025 – August 31, 2025~~	~~October 8 XX, 2025~~
~~16~~	~~September 1, 2025 – November 30, 2025~~	~~January 9 XX, 2026~~
~~17~~	~~December 1, 2025 – February 28, 2026~~	~~April 8 XX, 2026~~
~~18~~	~~March 1, 2026 – May 31, 2026~~	~~July 8 XX, 2026~~
~~19~~	~~June 1, 2026 – June 30, 2026~~	~~TBD~~

~~** The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*~~

Performance Reporting (RFA, *Section VII.A.*)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis**, or as requested,** ~~as shown in Table 1: Reporting Dates~~.
    a. Staff Hired and count
    b. Contractors hired and count
    c. Goods purchased
    d. Capital purchases
    e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
    a. Project Plan
    b. Implementation Plan
    c. Communication Plan
    d. Refined Budget Plan (line-item detail of proposed costs)

    In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

Attachment: C23-179_1st Amendment_MHSOAC (10432 : Approve 2nd Amendment with MHSOAC)

CLERK OF THE BOARD OF SUPERVISORS

RECEIVED
MAR 22 2022
By

Wendy G. Tyler,
Clerk to the Board
of Supervisors

Ann Nordyke, CCB
Chief Deputy Clerk
to the Board

Patricia Rodriguez
Deputy Clerk
to the Board

Melissa Kitts
Deputy Clerk
to the Board

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

March 16, 2022

Mental Health Oversight and Accountability Commission
Attn: Norma Pate
1325 J. Street, Suite 1700
Sacramento, CA 95814

RE: **Colusa County Contract C22-040**

Dear Ms. Pate,

The Colusa County Board of Supervisors approved the above mentioned contract at their meeting held on March 15, 2022. Enclosed you will find two (2) duplicate original contracts for signature. Please have the enclosed contracts signed, and return one original to this office in the envelope provided.

To the extent that the contract contains an insurance provision, please ensure that evidence of coverage is provided to this office pursuant to the terms of the contract.

Should you have any questions regarding the contract please contact the Behavioral Health department at (530)458-0520.

Sincerely,

Patricia Rodriguez,
Deputy Clerk

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735 ✦
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.com

Attachment: C22-040_MHSOAC Agreement (10432 : Approve 2nd Amendment with MHSOAC)

State of California

MHSOAC Form 213
21MHSOAC048

Mental Health Services
Oversight & Accountability Commission

Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Colusa County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC048
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between Colusa County Behavioral Health, a branch of county government headquartered in Colusa, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term begins on the last date of signature shown below and ends on June 30, 2026.

Funding Amount

The maximum award under this Agreement is:
$ 2,500,000.00 (Two million five hundred thousand dollars and no cents.)

Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.

Attachment: C22-040_MHSOAC Agreement (10432 : Approve 2nd Amendment with MHSOAC)

State of California

MHSOAC Form 213
21MHSOAC048

Mental Health Services
Oversight & Accountability Commission

Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_002 Addendum 1	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_002	Incorporated by reference

Grant Managers

Direct all program inquiries to:

MHSOAC	**Contractor**
Name: Cheryl Ward	Name: Audrey Uhring
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 162 E. Carson St Colusa, Ca 95932
Phone: (916) 775-6815	Phone: (530) 458-0855
Fax: (916) 445-4927	Fax: (530) 458-7751
Email: cheryl.ward@mhsoac.ca.gov	Email: Auhring@countyofcolusa.com

Direct all fiscal inquiries to:

MHSOAC	**Contractor**
Attention: Anissa Padilla	Name: Bonnie Briscoe
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: 162 E. Carson St Colusa, Ca 95932
Phone: (916) 445- 8696	Phone: (530) 458-0521
Fax: (916) 445-4927	Fax: (530) 458-7751
Email: Accounting@mhsoac.ca.gov	Email: Bbriscoe @countyofcolusa.com

Attachment: C22-040_MHSOAC Agreement (10432 : Approve 2nd Amendment with MHSOAC)

State of California

MHSOAC Form 213
21MHSOAC048

MHSOAC
Mental Health Services
Oversight & Accountability Commission

Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

Colusa County Behavioral Health	
Business Address: County of Colusa. 547 Market St. Suite 102 Colusa, Ca 95932	
Person Signing: Merced Corona	Title: Chair of Colusa County Board of Supervisors
Signature:	Date: 3/15/22

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

Mental Health Services Oversight and Accountability Commission	
Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814	
Person Signing: Norma Pate	Title: Deputy Director
Signature: Norma Pate Digitally signed by Norma Pate Date: 2022.03.25 15:43:52 -07'00'	Date:

Attachment: C22-040_MHSOAC Agreement (10432 : Approve 2nd Amendment with MHSOAC)

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. Funding. This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance. This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq*. and federal requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.

2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq*., including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

3. Record Retention. Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution,

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the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

Funding (*RFA, Section V.E*)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with Federal requirements and the MHSSA as approved by the Commission

2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
   a) Program Development: Funds are available to be invoiced once the contract is executed
   b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
   c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
   d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (RFA, *Section VIII. A.*)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (*RFA, Section VIII.A.*)

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
   a) Number of students screened and not referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out
      8. Number of students with IEP/504
      9. Number of students in foster care
      10. Number of students that have been in juvenile hall
   b) Number of students screened and referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group

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4. Primary Language/number in each primary language
5. Ethnicity/number in each ethnicity
6. Number of students suspended/expelled
7. Number of students who dropped out
8. Number of students with IEP/504
9. Number of students in foster care
10. Number of students that have been in juvenile hall

c) Number of trainings provided to teachers, administrators, and parents
d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

Report	Reporting Period	Due to Commission*
1	Agreement Start Date – February 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 – May 31, 2022	July 8, 2022
3	June 1, 2022 – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January XX, 2023
5	December 1, 2022 – February 28, 2023	April XX, 2023
6	March 1, 2023 – May 31, 2023	July XX, 2023
7	June 1, 2023 – August 31, 2023	October XX, 2023
8	September 1, 2023 – November 30, 2023	January XX, 2024
9	December 1, 2023 – February 29, 2024	April XX, 2024
10	March 1, 2024 – May 31, 2024	July XX, 2024
11	June 1, 2024 – August 31, 2024	October XX, 2024
12	September 1, 2024 – November 30, 2024	January XX, 2025
13	December 1, 2024 – February 28, 2025	April XX, 2025
14	March 1, 2025 – May 31, 2025	July XX, 2025
15	June 1, 2025 – August 31, 2025	October XX, 2025
16	September 1, 2025 – November 30, 2025	January XX, 2026
17	December 1, 2025 – February 28, 2026	April XX, 2026
18	March 1, 2026 – May 31, 2026	July XX, 2026
19	June 1, 2026 – June 30, 2026	TBD

* *The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

Performance Reporting (RFA, *Section VII.A.*)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.

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2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1: Reporting Dates.
    a. Staff Hired and count
    b. Contractors hired and count
    c. Goods purchased
    d. Capital purchases
    e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission

4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
    a. Project Plan
    b. Implementation Plan
    c. Communication Plan
    d. Refined Budget Plan (line-item detail of proposed costs)

    In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.

   b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.

   c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

   Accounting@mhsoac.ca.gov

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 Commission and the State of California (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 perform 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.

   c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.

   d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. **Budget Detail**
   The total amount of this Agreement shall not exceed $2,500,000.00 (Two million five hundred thousand dollars and no cents). Payment shall be made in accordance with the payment schedule below.

4. **Payment Schedule**
   Grantee was approved for a grant cycle that covers up to four years and four months with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program

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Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

Funds Distribution		**Grant Funding**
Program Development		$ 158,010.00
Program Operations		
Year 1		$ 546,378.00
Year 2		$ 571,607.00
Year 3		$ 598,095.00
Year 4		$ 625,910.00
Grant Total		$ 2,500,000.00

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.

2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)

3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA_MHSSA_002, Appendix 1 at Federal and State Guidance.)

4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.

5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.

6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.

7. Dispute Resolution:

   A. *First Level*. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).

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B. *Second Level*. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.

C. *Arbitration*. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.

10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.

11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.

12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.

13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.

14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.

15. Non-Discrimination: Grantee shall not discriminate against any person on the basis 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. represents that this pledge extends to its obligations as an employer. Grantee also represents that it

Attachment: C22-040_MHSOAC Agreement (10432 : Approve 2nd Amendment with MHSOAC)

will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.

17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.

18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq*. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.

20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.

21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.

22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.

23. Subordinate Agreements:

A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:

a. Incorporate the reporting requirements in Exhibit A
b. Incorporate the data requirements in this Exhibit A

Attachment: C22-040_MHSOAC Agreement (10432 : Approve 2nd Amendment with MHSOAC)

c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

B. Vendors. Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum. Grantee also agrees to include the vendor's DUNS number in said sub-contracts.

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.

25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.

26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.

Attachment: C22-040_MHSOAC Agreement (10432 : Approve 2nd Amendment with MHSOAC)

COUNTY OF COLUSA, CA 3.10

Request For County Board of Supervisors Action

MEETING DATE: **April 22, 2025**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **Approve contract with Tri Counties Community Action Partnership to provide County with Full Service Partnership (FSP) coordination services for individuals who are enrolled in the FSP program, effective May 1, 2025.**

Approve contract with **Tri Counties Community Action Partnership** to provide County with Full Service Partnership (FSP) coordination services for individuals who are enrolled in the FSP program, effective May 1, 2025.

Detailed Description/Background of request

Behavioral Health requests a new contract with the Tri Counties Community Action Partnership in order to provide Full Service Partnership Coordinator services to our Medi-Cal consumers.

Behavioral Health will work in conjunction with the Tri Counties Community Action Partnership (TCCAP) to provide Full Service Partnership (FSP) coordination services for individuals who are enrolled in the FSP program. These services are rooted in the "Whole Person Care" model, incorporating the Eight Dimensions of Wellness (SAMHSA) and evidence-based practices, including Housing First, Motivational Interviewing, and Trauma Informed Care. The FSP Coordinator will assist clients in the FSP program with meeting their goals by providing a variety of services such as navigating social services, housing, employment, education, and medical care.

The FSP Coordinator will organize and facilitate monthly FSP meetings to engage with Behavioral Health clinicians, case managers, and care team members. The Coordinator will maintain data and provide reports summarizing the client FSP activities, engagement, progress, and goal attainment.

The FSP Coordinator will utilize the department's Electronic Health Records System (EHR) to record activities and the department can receive reimbursement for services provided to Medi-Cal consumers.

Behavioral Health requests that the new contract term be May 1, 2025 through June 30, 2026. Behavioral Health will provide TCCAP with $15,000 in the FY 24/25 and $ 78,500 in the FY 25/26 to assist with the FSP Coordinator position salary and benefits costs.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted 003-53180-713-0 Professional/Special Services

FY 24/25 not to exceed $15,000 (Prorated)
FY 25/26 not to exceed $78,500

A portion of these costs will be offset by the Medi-Cal revenue received for the FSP Coordinator activities.

Action for the Clerk

Please number contract, obtain signatures and send to:

TCCAP
Attn: Lauren Wong
218 6th Street
Orland, CA 95963

ATTACHMENTS:

- Contract_TCCAP (DOCX)

FULL SERVICE PARTNERSHIP COORDINATOR SERVICES CONTRACT

This Full Service Partnership Coordinator Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Tri Counties Community Action Partnership ("Contractor"), a California Nonprofit Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Full Service Partnership (FSP) coordination services for individuals who are enrolled in the FSP program, as more specifically detailed in Attachment "A".

2. **Term:** This Contract shall begin on May 1, 2025, and shall continue through June 30, 2026.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed $15,000 for fiscal year 2024/2025 and $78,500 for fiscal year 2025/2026, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

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

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

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

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

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

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

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

   A. Workers' Compensation Coverage: Contractor shall maintain Workers'

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

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

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

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

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

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

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

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

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

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

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

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

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

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

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

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

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

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

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

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

If to County: Behavioral Health Department
Attn: Director

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

162 Carson St.
Colusa, Ca, 95932

If to Contractor:

TCCAP
PO Box 987
Willows, Ca, 95988

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

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

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

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

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

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

    A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or

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

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

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

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

A. Attachment "A" – Scope of Work
B. Attachment "B" – HIPAA Business Associate Addendum

COUNTY OF COLUSA

_____Date:_____
Daurice Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

TRI COUNTIES COMMUNITY ACTION PARTNERSHIP

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

Attachment A
Scope of Work (SOW)

Contractor: Tri Counties Community Action Partnership (TCCAP)
Client: Colusa County Behavioral Health
Service: Full-Service Partnership (FSP) Coordinator
Contract Term: May 1, 2025
Effective Date: June 30, 2026

1. Purpose

Tri Counties Community Action Partnership (TCCAP) will collaborate with Colusa County Behavioral Health (CCBH) to provide Full Service Partnership coordination services for individuals enrolled in the Full-Service Partnership (FSP) program. These services will be rooted in the "Whole Person Care" model, incorporating the Eight Dimensions of Wellness (SAMHSA) and evidence-based practices, including Housing First, Motivational Interviewing, and Trauma-Informed Care.

2. Scope of Services

TCCAP will provide the following services:

2.1 Full Service Partnership Coordinator

- Deliver intensive FSP coordination services for FSP-enrolled clients across all age groups.
- Coordinate with TCCAP Enhanced Care Managers (ECM) for additional support.
- Assist clients in navigating social services, including housing, employment, education, and medical care.
- Develop and track individual wellness goals.

2.2 FSP Monthly Meetings & Multidisciplinary Team (MDT) Collaboration

- Organize and facilitate monthly FSP meetings to ensure coordinated care planning.
- Engage with Colusa County Behavioral Health clinicians, case managers, and care team members.
- Foster collaboration with external agencies, including social services, education, community-based organizations (CBOs), medical providers, probation, and housing agencies.
- Maintain accurate records and meeting notes in compliance with Colusa County's data systems.

2.3 Documentation & Compliance

- Enter all required data into Colusa County's Electronic Health Record (EHR) system.

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

- Ensure timely and accurate database documentation per contract and regulatory requirements.
- Maintain compliance with Medi-Cal, MHSA, HIPAA, and other relevant policies.
- Participate in contract monitoring and reporting reviews as required by CCBH.

2.4 Performance Tracking & Reporting

- Provide monthly reports summarizing FSP activities, client progress, and key interventions.
- Track client engagement, service utilization, and goal attainment.
- Submit reports for key program events, referrals, and case escalations.
- Support evaluation efforts as required by CCBH.

3. Staffing Plan

- FSP Coordinator (1 FTE) – Responsible for program coordination, compliance, data entry, and reporting.
- TCCAP Enhanced Care Managers (ECMs) – Provide additional case management and client support (funded separately).
- Supervision & Support – Coordinator will receive oversight from TCCAP's internal leadership team to ensure contract compliance and best practice implementation.

4. Collaboration & Data Sharing

- Establish data-sharing agreements for EHR documentation and care coordination.
- Ensure secure data access in accordance with HIPAA and state requirements.
- Participate in county-led training and onboarding for EHR access and documentation expectations.

5. Funding & Fee Structure

- Compensation will be based on the cost of the Coordinator position, including salary, benefits, and overhead expenses. $78,500 per year at one FTE.
- The contract will be structured as a fixed-cost reimbursement agreement.
- Any FSP funding for client support will be discussed in treatment team meetings and then presented to a weekly FSP funding meeting for final approval.

6. Compliance & Regulatory Requirements

- Adhere to Colusa County Behavioral Health's policies and procedures.
- Comply with Medi-Cal billing and documentation standards (as applicable).
- Maintain training and proficiency in trauma-informed, whole-person care, and harm reduction principles.

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

- Participate in county and state audits or performance reviews as required.

7. Deliverables & Key Performance Indicators (KPIs)

- Serve up to 30 clients across all age groups.
- Maintain a minimum of 50% Medi-Cal billing productivity
- Facilitate monthly (or as needed) FSP meetings and ensure coordinated care.
- Maintain accurate and timely documentation in the county's EHR system.
- Provide monthly reports on client services and engagement.
- Participate in collaborative case planning and MDT coordination.
- DCR for Key Event Tracking (KETS)

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

Attachment B
HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

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

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

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

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

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

Miscellaneous

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

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

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

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

Attachment: Contract_TCCAP [Revision 1] (10440 : Approve Contract with Tri Counties Community Action Partnership)

COUNTY OF COLUSA, CA 3.11

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Approve Amendment No. 1 to the CalMHSA Inter-Member Transfers Participation Agreement for foster children who are placed outside of their county of original jurisdiction to access specialty mental health services, effective June 30, 2025.**

Approve Amendment No. 1 to the **CalMHSA Inter-Member Transfers Participation Agreement** for foster children who are placed outside of their county of original jurisdiction to access specialty mental health services, effective June 30, 2025.

Detailed Description/Background of request

CalMHSA is requesting to approve an Amendment to the CalMHSA Inter-Member Transfers (Presumptive Transfer) Participation Agreement in order to extend the term through June 30, 2027 and update Exhibit A language.

This Participation Agreement, governed by CalMHSA's Joint Powers Agreement and its Bylaws, is intended to allow foster children who are placed outside of their county of original jurisdiction to access specialty mental health services (SMHS) in a timely manner. CalMHSA will act solely as the fiscal and administrative agent to facilitate transfer of funds between Participants. CalMHSA operates a banking pool funded by all participants to facilitate timely, efficient, and accountable fund transfers between counties ("Banking Pool"). CalMHSA has also developed a member portal allowing counties to issue requests for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal").

CalMHSA requests that the term of the agreement is extended from June 30, 2025 to June 30, 2027. CalMHSA also requests that Exhibit A, Section II, Program Overview be updated to incorporate additional information regarding Assembly Bill 1051.

Prior Board Action

C24-017

Fiscal Impact/Funding Source

Budgeted 272-55280-272-0

Annual Portal Fees: Participant will pay an annual Portal Fee at the start of each fiscal year of $250.

Transaction Fee: Participant will be charged a Transaction Fee of 5% against all transfer out payments made by Participant. This Transaction Fee will be invoiced annually at the end of each fiscal year.

Behavioral Health does not anticipate the cost of the agreement Transaction Fees to exceed $1,000 per fiscal year. The transfers to the Portal Account are not anticipated to exceed $40,000 per fiscal year.

Action for the Clerk

Please obtain signatures, number contract and send to:

CalMHSA
Attn: Holly Petrosyan
1610 Arden Way Ste 175
Sacramento, CA 95815

ATTACHMENTS:

- Amendment 1_CalMHSA Inter-Member Transfers Participation Agreement (DOCX)
- C24-017 4925-PT-2023-COC FINAL EXECUTED (PDF)

Attachment: Amendment 1_CalMHSA Inter-Member Transfers Participation Agreement [Revision 1] (10442 : Approve amendment with

4925-PT-2023-COC-AM1
Inter-Member Transfers (a.k.a Presumptive Transfer)
Colusa County
March 14, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT NO. 1

Inter-Member Transfers (a.k.a Presumptive Transfer) ("Program")

This Agreement Amendment No. 1 ("Amendment No. 1") amends Agreement No. 4925-PT-2023-COC ("Agreement"), a contract executed by and between the California Mental Health Service Authority ("CalMHSA") and Colusa County ("Participant") on February 24, 2024. This Amendment shall be effective upon execution by both parties.

Modified Program Term: This Amendment No. 1 modifies the Program Term end date from June 30, 2025 to June 30, 2027.

Modified Exhibit A. Section II. Program Overview: This Amendment No. 1 modifies Exhibit A, Section II, Program Overview, to incorporate additional information pertaining to Assembly Bill ("AB") 1051.

AB 1051 promotes timely access to Specialty Mental Health Services ("SMHS") for foster youth placed in out-of-county residential settings. Effective July 1, 2024, the county of original jurisdiction retains responsibility for SMHS in Community Treatment Facilities ("CTFs"), Group Homes ("GHs"), Short-Term Residential Therapeutic Programs ("STRTPs"), and Children's Crisis Residential Programs ("CCRPs") unless specific conditions warrant exception. To facilitate timely provider payment, AB 1051 allows the use of existing contracts or new agreements between counties.

CalMHSA has been contracted to act as a fiscal agent to enable fund transfers on behalf of counties to allow Foster Children who are placed outside of their county of original jurisdiction ("Sending County") to access SMHS in a timely manner. The defined process is "presumptive transfer," which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the Sending County to the county in which the Foster Child resides ("Receiving County"), as provided for by Welfare and Institution Code § 14717.1.

The implementation of this statute requires the establishment and operation of a mechanism to facilitate the timely remittance of payments between counties. Subject to mutual agreement between the Sending County and the Receiving County, claims related to SMHS for Foster Children placed in out-of-county residential settings, including but not limited to STRTPs, CTFs, GHs, and CCRPs, may be processed through the CalMHSA Presumptive Transfer Portal. This arrangement is intended to facilitate timely payment to service providers while ensuring continuity of care. Such agreements shall be documented in writing and comply with all applicable state regulations and Department of Health Care Services ("DHCS") guidelines.

CalMHSA operates a fund pool financed by all participants to facilitate timely, efficient, and accountable fund transfers between counties' accounts ("Funding Pool"). Each participating member county has a separate financial ledger account and will receive periodic statements of year-to-date balance, payments to other counties, payments from other counties, administration costs and interest earned.

CalMHSA has developed the CalMHSA Presumptive Transfer Portal which allows counties to transact through issuing invoices and requesting payments for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal").

4925-PT-2023-COC-AM1
Inter-Member Transfers (a.k.a Presumptive Transfer)
Colusa County
March 14, 2025

Portal Support: CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: support@calmhsa-members.org. The Portal may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

All other terms or provisions in the Agreement, not amended by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 1 by causing their duly authorized officers or representatives to execute this Amendment No. 1 as set out below.

PARTICIPANT: COLUSA COUNTY

Signed: _____ Name (Printed): Daurice Smith

Title: Chair, Board of Supervisors Date: _____

Signed: _____ Name (Printed): Richard Stout

Title: County Counsel Date: _____

Signed: _____ Name (Printed): Tony Hobson

Title: Director of Behavioral Health Date: _____

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

Patricia Rodriguez, Deputy Clerk

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Formatted: Font: Bold

Attachment: Amendment 1_CalMHSA Inter-Member Transfers Participation Agreement [Revision 1] (10442 : Approve amendment with

Agreement No. 4925-PT-2023-COC
November 22, 2023

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Colusa County ("Participant") desires to participate in the Program identified below.

   Program: Inter-Member Transfers (a.k.a Presumptive Transfer)

2. California Mental Health Services Authority ("CalMHSA") and Member Participants' acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

☑	Exhibit A	Program Description
☑	Exhibit B	General Terms and Conditions
☑	Exhibit C	Business Associate Agreement (if county has not signed a JPA)

3. **Term of Services**: July 1, 2023, to June 30, 2025.

4. The funding and fees payable under this Agreement are as set out and more fully described in Exhibit B - Section V herein. Upon execution of this Agreement, Participant will be invoiced the following amounts set forth in item C (if applicable) and D below which are payable within 30 days from the date of invoice:

   A. **Initial Funding Deposit ("IFD")**: Participant's Calculated IFD for FY 23-24 is $7,888.75
   B. **Participant's Portal Account Balance:** As of June 30, 2023 is $33,397.78
   C. **Replenishment of IFD:** Funding due by Participant at the start of FY 23-24 is $0
   D. **Annual Portal Fees**: Participant will pay an annual Portal Fee at the start of each fiscal year. The Portal Fee for FY23-24 is $250
   E. **Transaction Fee:** Participant will be charged a Transaction Fee of 5% against all transfer out payments made by Participant. This Transaction Fee will be invoiced annually at the end of each fiscal year.

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6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Amie Miller, Psy.D., LMFT

Title: Executive Director Date: 2/24/24

Participant: Colusa County

Signed: _____ Name (Printed): Gary J. Evans

Title: Chair, County Board of Supervisors Date: _____

Signed: _____ Name (Printed): Tony Hobson

Title: Director, Mental Health Date: 2/13/24

Approved as to form:

Signed: _____ Name (Printed): Richard Stout

Title: County Counsel – County of Colusa Date: 2/13/24

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

_____
Patricia Rodriguez, Deputy Clerk

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EXHIBIT A
PROGRAM DESCRIPTION

I. **Name of Program** – Inter-Member Transfers (a.k.a Presumptive Transfer)

II. **Program Overview**

CalMHSA has been contracted to act as a fiscal agent to perform fund transfers on behalf of counties to allow Foster Children who are placed outside of their county of original jurisdiction to access specialty mental health services ("SMHS") in a timely manner. The defined process is "presumptive transfer," which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the county of original jurisdiction (Sending County) to the county in which the Foster Child resides (Receiving County), as provided for by Welfare and Institution Code § 14717.1.

Implementation of this statute requires a system for counties to make prompt payments to each other. In June 2018 County Behavioral Health Directors Association of California ("CBHDA") approved CalMHSA as the vehicle for performing presumptive fund transfers. Under this Program, CalMHSA acts as a fiscal agent for participating counties to make and receive transfer payments.

CalMHSA operates a banking pool funded by all participants to facilitate timely, efficient, and accountable fund transfers between counties ("Banking Pool"). Each participating member county has a separate financial ledger account and will receive periodic statements of year-to-date balance, payments to other counties, payments from other counties, administration costs and interest earned.

CalMHSA has developed a member portal allowing counties to issue requests for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal").

Portal Support: CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: support@calmhsa-members.org. The Portal may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

I. Definitions

The following words as used throughout this Participation Agreement ("Agreement") shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. **CalMHSA**: California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.

B. **Department of Health Care Services (DHCS)**: A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.

C. **Foster Child/Children:** Foster children and youth under 21 years of age who have been placed into foster care by a county child welfare agency or a county probation department and are receiving specialty mental health services.

D. **HIPAA:** the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

E. **Member:** A county, city or JPA of two or more counties, that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

F. **Participant**: Any county participating in the Program either as a member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

G. **Receiving County:** A Receiving County is one in which a Foster Child is being placed in a facility located within their county jurisdiction.

H. **Sending County:** A Sending County is one that is transferring a Foster Child to a facility located outside of its jurisdiction.

II. Responsibilities

To fulfill the Participant's obligations under Welfare and Institution Code § 14717.1, the parties will undertake the following responsibilities:

A. **Responsibilities of CalMHSA:**

1. Act solely as the fiscal agent to facilitate transfer of funds between Participants in compliance with instructions from and authorization by Participants, without any responsibility for validation or control over the funded services or activities.
2. CalMHSA will open and operate a special custodian bank account for pooled funds and will maintain an accounting ledger for each participating county that identifies and tracks all transactions.

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3. Manage a Banking Pool that includes an interest-bearing account for Participant. Any interest accrued will be credited to the Participant. All transactions in and out of the account will be provided regularly to each county.
4. CalMHSA reimburses Receiving County with non-FFP match from Sending County funds for services rendered.
5. Establish written internal control procedures to ensure understanding and sound accounting controls, including items such as defining a trigger for a transaction, the rate of payment, timing of payment, depositing of funds and reporting.
6. Management of and accounting for funds received is consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
7. Keep all necessary records and provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
8. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, CalMHSA shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

B. Responsibilities of Participant

1. Provide instructions and authorization for transfers allowing CalMHSA to make fund transfers on behalf of Participant.
2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.
3. Participants provide CalMHSA, the non-Federal Financial Participation (non-FFP) portion of cost of services anticipated for SMHS, for their children in foster care outside of their county. Transfer of funds for the Program shall be in accordance with respective provisions of this contract. Participants are required to provide timely and continuous funding to replenish their bank account based on actual transactions to comply with their contractual obligations. Due to the nature of the Program and the specialty of services being provided to children, requests for funding are due upon receipt from date of notice to replenish.
4. The Member Portal and Participants role described below may be subject to variations, modifications, updates or changes made from time to time:
   - **A.** Request for Fund Transfer: Receiving County submits a request for a fund transfer via the Member Portal.
   - **B.** Verification: After Receiving County submits a fund transfer request for services rendered, Sending County conducts a review and verifies the Foster Child via the Member Portal.
   - **C.** Approval for Fund Transfer: After Foster Child is verified and upon receipt of approval from Sending County with proof of services billed (Form 835), CalMHSA proceeds with

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the non-FFP fund transfer from Sending County account to Receiving County account at CalMHSA.

5. Cooperate by providing CalMHSA and the other participating counties (and any other parties deemed necessary) with requested information and assistance to fulfill the purpose of the Program.

6. Participant to confirm if funds payable to CalMHSA under this agreement for FY's 23-25 are:

From a federal source or program (explain below)	Amount $ _____
Restricted (explain below):	Amount $ 1,000
Contingent (explain below):	Amount $ _____

Explanation of Restriction(s):
Using MHSA CSS Funds

_____

_____

_____.

*Participant confirms that aside from the above, there are no other funding restrictions. Any changes to the funding restrictions above will be communicated to CalMHSA within 30 days of any such changes made by Participant.

7. Any and all assessments, creation of individual case plans, and providing or arranging services.

8. Compliance with applicable laws, regulations, guidelines, contractual agreements, CalMHSA's JPA Agreement, and Bylaws.

9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, Participant shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

III. Duration, Term and Amendment

A. This Participation Agreement covers the period from July 1, 2023 to June 30, 2025.

B. All previous Inter Member Transfer Program agreements, if any, made between Participant and CalMHSA, are hereby terminated and superseded by this Agreement effective July 1, 2023 (except as they may relate to the past transaction levels relevant to the initial funding calculations set out in this Agreement and relating to funding provided by a county that has a remaining funding balance as of the date of this Participation Agreement).

C. For purposes of any months not directly covered by any previous Participation Agreement between Participant and CalMHSA, the terms and conditions and applicable fees and expenses pursuant to such prior Participation Agreement shall continue to apply until June 30, 2023. The funding and fees agreed upon herein have an effective date of July 1, 2023.

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D. This Agreement may be supplemented, amended or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

E. Any Participant may withdraw from the Program upon six (6) months' written notice. Notice shall be deemed served on the date such notice is received.

IV. Withdrawal, Cancellation and Termination

A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

B. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other restrictions.

C. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed back to the participating counties proportionally based on the amount by which deposits made to the account of the Participant exceed the payments disbursed from the account of the Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc.are not subject to such reversion subject to applicable laws.

D. All fees and expenses set forth in this contract shall be deemed to have been earned on the date it is incurred in accordance with the provisions hereof and shall be non-refundable in whole or in part (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

A. Funding: Initial Funding Deposit ("IFD") and Replenishment of IFD:

1. Participants' Initial Funding Deposits (IFD) for each year will be calculated based on the previous two years' Average Transactional Volume ("ATV"). ATV is the average amount a Participant spends annually for the last two years on transferring a Foster Child to a facility located outside of its jurisdiction. Participants' IFD will be set annually at 50% of such ATV. If at the beginning of each year, a participant's existing Program funding balance is greater or equal to the IFD amount, such participant will not be invoiced for the IFD for that year. If a participant's existing Inter-Member Transfer funding balance is lower than the IFD amount, such participant will be invoiced for the amount to match the Participant's calculated IFD for that year payable within 30 days of date of the invoice. IFD related Invoices shall be issued at the beginning of each year. For FY 23-24 invoices will be issued upon execution of the Agreement.
2. Replenishment of IFD during Fiscal Year: CalMHSA will notify and invoice any participant if and when their account falls below 20% of the IFD during the fiscal year to match Participant's calculated IFD. Invoices are due upon receipt.

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B. CalMHSA Fees

1. Participant will pay a Portal Fee annually at the start of each year.
2. In addition, counties that transfer patients out of their jurisdiction will be charged a Transaction Fee of 5% paid annually against all transfer out payments made during such year. The Transaction Fee will be invoiced at the end of each fiscal year.

C. Invoicing

1. Unless provided otherwise herein, invoices are due by Participant within 30 days from the date of the invoice.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for transfer of funds between county accounts as instructed and authorized by Participants. CalMHSA is not liable for any damages (direct or consequential) beyond the amount of any funds which it transfers.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi	Position: Sr. Corporate Counsel
Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815	Telephone: (888) 210-2515
Email: contracts@calmhsa.org	
CC Email to Name: Randall Keen, Manatt	Email: RKeen@manatt.com

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If to Participant: Colusa County

Name: Tony Hobson

Position: Director of Mental Health

Address: 162 E Carson Street, Colusa, CA 95932

Telephone: (530)-458-0520

Email: thobson@countyofcolusa.com

CC Email to Name: Bonnie Briscoe

Email: bbriscoe@countyofcolusa.com

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EXHIBIT C

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Colusa County ("County"), a member of the California Mental Health Services Authority ("CalMHSA") Joint Powers Authority ("JPA"), is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Pursuant to the JPA Agreement, CalMHSA, hereinafter referred to as "Contractor", performs or provides functions, activities or services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules in order to provide such functions, activities or services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place. In addition, the California Department of Health Care Services ("DHCS") requires County and Contractor to include certain protections for the privacy and security of personal information ("PI"), sensitive information, and confidential information (collectively, "PSCI"), personally identifiable information ("PII") not subject to HIPAA ("DHCS Requirements").

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information, PSCI, and PII disclosed to or used by Contractor in compliance with the HIPAA Rules and DHCS Requirements.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

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1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other PII, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).

1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.8 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the

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convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate

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Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de- identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

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5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **County number (530)-458-0520** that minimally includes:

(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and

circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the

Chief Privacy Officer at: Privacy Officer, Name, Bonnie Briscoe
County, Department Colusa County, Behavioral Health,
Address 162 E Carson Street, Colusa, CA 95932,
Email bbriscoe@countyofcolusa.com,
that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or

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cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services

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arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

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(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the

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requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. DHCS REQUIREMENTS.

14.1 Business Associate and Covered Entity shall comply with the DHCS Requirements provided on

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Exhibit A and **Exhibit B** to this Business Associate Agreement with regard to DHCS PSCI and PII received from Covered Entity. To the extent that any provisions of the DHCS Requirements in Exhibit A or Exhibit B conflict with other provisions of this Business Associate Agreement, the more restrictive requirement shall apply with regard to DHCS PSCI or PII received from Covered Entity.

15. INDEMNIFICATION

15.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

15.2 Section 15.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16. OBLIGATIONS OF COVERED ENTITY

16.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

16.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

17. TERM

17.1 Unless sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.

17.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 15, and 19 shall survive the termination or expiration of this Business Associate Agreement.

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18. TERMINATION FOR CAUSE

18.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non- breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

18.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

19. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

19.1 Except as provided in Section 19.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 19.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

19.2 Destruction for purposes of Section 19.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

19.3 Notwithstanding Section 19.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

19.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information

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is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

19.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

19.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 19.2.

20. AUDIT, INSPECTION, AND EXAMINATION

20.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 18.

20.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

20.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

20.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

20.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.6 Section 20.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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21. MISCELLANEOUS PROVISIONS

21.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

21.2 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.

21.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

21.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

21.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.

21.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

This Business Associates Agreement applies to all Participation Agreements between the County and CalMHSA.

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AUTHORIZED SIGNORS:

COLUSA COUNTY

Signed:_____ Name (Printed): _____

Title:_____ Date:_____

Address: _____

Phone:_____ Email: _____

Signed:_____ Name (Printed): _____

Title:_____ Date:_____

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: _____ Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date: 2·26·24

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

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C24-017

AUTHORIZED SIGNORS:

COLUSA COUNTY

Signed: Gary J. Evans Name (Printed): Gary J. Evans

Title: Chair Date: 2/26/24

Address:

Phone: Email:

Signed: Name (Printed):

Title: Date:

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date:

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

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

By Patricia R
PATRICIA RODRIGUEZ, Deputy

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Exhibit A

DHCS Information Confidentiality And Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:

   a. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   b. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   c. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   d. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:
   Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure.** Business Associate and its employees, agents, or subcontractors shall protect from unauthorized disclosure any PSCI.

3. Business Associate and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Business Associate 's obligations under the JPA Agreement.

4. Business Associate and its employees, agents, or subcontractors shall promptly transmit to Covered Entity's Chief Privacy Officer all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. Business Associate shall not disclose, except as otherwise specifically permitted by JPA Agreement or

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authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS or Covered Entity without prior written authorization from the Covered Entity Chief Privacy Officer, except if disclosure is required by State or Federal law.

6. Business Associate shall observe the following requirements:

   a. **Safeguards.** Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of Covered Entity. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

      i. **Personnel Controls**

         1. ***Employee Training***. All workforce members who assist in the performance of functions or activities on behalf of Covered Entity, or access or disclose Covered Entity PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

         2. ***Employee Discipline***. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

         3. ***Confidentiality Statement***. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, 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 DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following contract termination.

         4. ***Background Check***. Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

      ii. **Technical Security Controls**

         1. ***Workstation/Laptop encryption***. All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full

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disk unless approved by the DHCS Information Security Office.

2. ***Server Security***. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. ***Minimum Necessary***. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. ***Removable media devices***. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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

6. ***Patch Management***. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical 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.

7. ***User IDs and Password Controls***. All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords 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)

8. ***Data Destruction***. When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

9. ***System Timeout***. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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10. ***Warning Banners***. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. ***System Logging***. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. 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. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. **Access Controls**. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. ***Transmission encryption***. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

14. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

1. ***System Security Review***. All systems processing and/or storing DHCS PHI or PI 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 should include vulnerability scanning tools.

2. ***Log Reviews***. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

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

iv. Business Continuity I Disaster Recovery Controls

1. ***Emergency Mode Operation Plan***. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI 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.

2. ***Data Backup Plan***. Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must

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include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

v. **Paper Document Controls**

1. ***Supervision of Data***. DHCS PSI or PI 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. DHCS PHI or PI 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.

2. ***Escorting Visitors***. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

3. ***Confidential Destruction***. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. ***Removal of Data***. DHCS PHI or PI must not be removed from the premises of the Business Associate except with express written permission of DHCS.

5. ***Faxing***. Faxes containing DHCS PHI or PI 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 the fax.

6. ***Mailing***. Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

b. ***Security Officer***. Business Associate shall, to the extent it has not already done so, designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Covered Entity and DHCS.

Discovery and Notification of Breach. Notice to Covered Entity:

i. To notify Covered Entity and DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to Covered Entity by DHCS from the Social Security Administration. This notification will be by **telephone call plus email or fax** upon the discovery of the breach. (2) To notify Covered Entity **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the JPA and this Exhibit, or potential loss of confidential data affecting the JPA. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing

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the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to Covered Entity by DHCS from the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: htto://www.dhcs.ca.00v/formsandoubs/laws/priv/Pacies/DHCSBusinessAssociatesOnlv.asox

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. ***Investigation of Breach***. Business Associate shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer:

e. ***Written Report***. Business Associate shall provide a written report of the investigation to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

f. ***Notification of Individuals***. Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Effect on lower tier transactions**. The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Business Associate shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

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8. **Contact Information.** To direct communications to the above referenced Covered Entity or DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Business Associate to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Business Associate shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this ICSR exhibit.

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Exhibit B

Privacy and Information Security Provisions

This Exhibit B is intended to protect the privacy and security of specified DHCS information that Business Associate may access, receive, or transmit under the JPA Agreement. The DHCS information covered under this Exhibit B consists of: (1) PHI and (2) PI. PI may include data provided to DHCS by the Social Security Administration.
Exhibit B consists of the following parts:

1. Exhibit B-1 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit B-2, Miscellaneous Provisions, sets forth additional terms and conditions that extend to the provisions of Exhibit B in its entirety.

Exhibit B-1

Privacy and Security of Personal Information and

Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

a. In addition to the Privacy and Security Rules under HIPAA, DHCS is subject to various other legal and contractual requirements with respect to the personal information (as defined in section 2 below) and personally identifiable information (as defined in section 2 below) it maintains. These include:

i. The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

ii. Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

b. The purpose of this Exhibit B-1 is to set forth Business Associate's privacy and security obligations with respect to PI and PII that Business Associate may create, receive, maintain, use, or disclose for or on behalf of Covered Entity pursuant to the JPA Agreement. Specifically this Exhibit applies to PI and PII which is not PHI as defined by HIPAA and therefore is not addressed in this Business Associate Agreement; however, to the extent that data is both PHI or ePHI and PII, both the Business Associate Agreement and this Exhibit B-1 shall apply.

c. The terms used in this Exhibit B-1, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions. The following definitions apply to such terms used in this Exhibit B-1. Abbreviated and capitalized terms used in this Exhibit but not defined below shall have the meaning ascribed to them under this Business Associate Agreement.

a. "Breach" shall have the meaning given to such term under the CMPPA (as defined below in Section 2(c)). It shall include a "PII loss" as that term is defined in the CMPPA.

b. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

c. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act ("CMPPA") Agreement between the Social Security Administration and the California Health and Human Services Agency ("CHHS").

d. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the DHCS, received by Business Associate from Covered Entity or acquired or created by Business Associate in connection with performing the functions, activities and services specified in the JPA Agreement on behalf of the Covered Entity.

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e. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

f. "Personally Identifiable Information" ("PII") shall have the meaning given to such term in the CMPPA.

g. "Personal Information" ("PI") shall have the meaning given to such term in California Civil Code Section 1798.3(a).

h. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

i. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with the JPA Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

a. Permitted Uses and Disclosures of DHCS PI and PII by Business Associate
Except as otherwise indicated in this Exhibit B-1, Business Associate may use or disclose DHCS PI only to perform functions, activities or services for or on behalf of the DHCS pursuant to the terms of the JPA Agreement provided that such use or disclosure would not violate the California Information Practices Act ("CIPA") if done by the DHCS.

b. Responsibilities of Business Associate
Business Associate agrees:

i. **Nondisclosure**. Not to use or disclose DHCS PI or PII other than as permitted or required by the JPA Agreement or as required by applicable state and federal law.

ii. **Safeguards**. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by the JPA Agreement. Business Associate shall develop and maintain a written information privacy

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and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, which incorporate the requirements of section (c), Security, below. Business Associate will provide Covered Entity or DHCS with its current policies upon request.

c. **Security**. Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

i. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

iii. If the data obtained by Business Associate from DHCS through Covered Entity includes PII, Contractor shall also comply with the substantive privacy and security requirements in the CMPPA Agreement. Business Associate also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Business Associate with respect to such information.

d. **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of DHCS PI or PII by Business Associate or its subcontractors in violation of this Exhibit B-1.

e. **Business Associate's Agents and Subcontractors**. To impose the same restrictions and conditions set forth in this Exhibit B-1 on any subcontractors or other agents with whom Business Associate subcontracts any activities under the JPA Agreement that involve the disclosure of DHCS PI or PII to the subcontractor.

f. **Availability of Information to Covered Entity and DHCS**. To make DHCS PI and PII available to Covered Entity or DHCS for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Business Associate receives DHCS PII, upon request by Covered Entity or DHCS, Business Associate shall provide Covered Entity or DHCS, as applicable, with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. **Cooperation with Covered Entity and DHCS**. With respect to DHCS PI, to cooperate with and assist the Covered Entity or DHCS, as applicable, to the extent necessary to ensure DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

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h. **Confidentiality of Alcohol and Drug Abuse Patient Records.** Business Associate agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Business Associate is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

i. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

i. Initial Notice to Covered Entity. (1) To notify Covered Entity and DHCS immediately by telephone call or email or fax upon the discovery of a breach of unsecured DHCS PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving DHCS PII. (2) To notify Covered Entity and DHCS within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII in violation of the JPA Agreement or this Exhibit B-1 or potential loss of confidential data affecting the JPA Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer and DHCS Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic DHCS PI or PII, notice shall be provided to DHCS by calling the DHCS Information Security Officer. Notice to DHCS shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.camov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandoubs/laws/oriv/Paces/DHCSBusinessAssociatesOnlv.aspx.

iii. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII, Business Associate shall take:

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

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

iv. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Business Associate shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Information

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Security Officer.

v. **Complete Report.** To provide a complete report of the investigation to Covered Entity and the DHCS Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report to DHCS shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide Covered Entity or DHCS, as applicable, with such information. If, because of the circumstances of the incident, Business Associate needs more than ten (10) working days from the discovery to submit a complete report, the DHCS may grant a reasonable extension of time, in which case Business Associate shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

vi. **Responsibility for Reporting of Breaches.** If the cause of a breach of DHCS PI or PII is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Business Associate shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. Covered Entity or DHCS, as applicable, will provide its review and approval expeditiously and without unreasonable delay.

vii. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors or Covered Entity may report the breach or incident to DHCS in addition to Business Associate , Business Associate shall notify DHCS, and DHCS, Covered Entity, and Business Associate may take appropriate action to prevent duplicate reporting.

viii. **DHCS and Covered Entity Contact Information.** To direct communications to the above referenced Covered Entity and DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to the Business Associate . Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

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Covered Entity Chief Privacy	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

j. **Designation of Individual Responsible for Security**
Business Associate shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit B-1 and for communicating on security matters with Covered Entity and DHCS.

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Exhibit B-2

Miscellaneous Terms and Conditions

Applicable to Exhibit B

1. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit B, HIPAA or the HIPAA regulations will be adequately or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of the DHCS PHI, PI and PII.

2. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit B may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit B embodying written assurances consistent with requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Covered Entity may terminate the JPA Agreement upon thirty (30) days written notice in the event:

    a. Business Associate does not promptly enter into this Exhibit B when requested by Covered Entity; or

    b. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of DHCS PHI that the DHCS deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations

3. **Judicial or Administrative Proceedings.** Business Associate will notify Covered Entity and DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. Covered Entity may at the request of DHCS terminate the JPA Agreement if Business Associate is found guilty of a criminal violation of HIPAA. Covered Entity may at the request of DHCS terminate the JPA Agreement if a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to request that Covered Entity terminate the JPA Agreement.

4. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the JPA Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

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5. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit B is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6. **Interpretation.** The terms and conditions in this Exhibit B shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit B shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7. **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Business Associate must comply within a reasonable period of time with changes to these standards that occur after the effective date of the JPA Agreement.

8. **Regulatory References.** A reference in the terms and conditions of this Exhibit B to a section in the HIPAA regulations means the section as in effect or as amended.

9. **Survival.** The respective rights and obligations of Business Associate under Item 3(b) of Exhibit B-1, Responsibilities of Business Associate, shall survive the termination or expiration of this Agreement.

10. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11. **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, Covered Entity or DHCS may conduct a reasonable inspection of the facilities, systems, books and records of to monitor compliance with this Exhibit B. Business Associate shall promptly remedy any violation of any provision of this Exhibit B. The fact that Covered Entity or DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit B. Covered Entity's or DHCS's failure to detect a non-compliant practice, or a failure to report a detected noncompliant practice to Business Associate does not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the JPA Agreement or related documents, including this Exhibit B.

12. **Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit B and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit B.

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13. **Term**. The Term of this Exhibit B shall extend beyond the termination of the Agreement and shall terminate when all DHCS PHI is destroyed or returned to Covered Entity, in accordance with 45 CFR Section 1 64.504(e)(2)(ii)(1), and when all DHCS PI and PII is destroyed in accordance with Attachment A.

14. **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all DHCS PHI, PI and PII that Business Associate still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Business Associate shall notify Covered Entity an DHCS of the conditions that make the return or destruction infeasible, and Covered Entity, DHCS, and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI, PI or PII. Business Associate shall continue to extend the protections of this Exhibit B to such DHCS PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to DHCS PHI, PI and PII that is in the possession of subcontractors or agents of Business Associate.

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Attachment A
Data Security Requirements

1. Personnel Controls

a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Covered Entity with respect to DHCS-provided information, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. **Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, 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 DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following termination of this Agreement.

d. **Background Check.** Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. **Workstation/Laptop encryption.** All workstations and laptops that store DHCS PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. **Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

d. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be

Attachment: C24-017 4925-PT-2023-COC FINAL EXECUTED (10442 : Approve amendment with CalMHSA Inter-Member Transfers Participation

encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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

f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical 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. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

   i. Upper case letters (A-Z)

   ii. Lower case letters (a-z)

   iii. Arabic numerals (0-9)

   iv. Non-alphanumeric characters (punctuation symbols)

h. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US DHCS of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.

i. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

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k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. 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. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DHCS PHI can be encrypted. This requirement pertains to any type of DHCS PHI or PI in motion such as website access, file transfer, and E-Mail.

n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

a. **System Security Review.** Business Associate must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI 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 should include vulnerability scanning tools.

b. **Log Reviews.** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

c. **Change Control.** All systems processing and/or storing DHCS PHI or PI 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. **Emergency Mode Operation Plan.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of DHCS PHI or PI held in an electronic format 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.** Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS

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data.

5. Paper Document Controls

a. **Supervision of Data.** DHCS PHI or PI 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. DHCS PHI or PI 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 DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

c. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. **Removal of Data.** Only the minimum necessary DHCS PHI or PI may be removed from the premises of Business Associate except with express written permission of DHCS. DHCS PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Business Associate's locations to another of Business Associates locations.

e. **Faxing.** Faxes containing DHCS PHI or PI 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 the fax.

f. **Mailing.** Mailings containing DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

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COUNTY OF COLUSA, CA 3.12

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 7th Modification with Fiscal Experts, Inc for a web-based time-study application known as Time Study Buddy, effective April 22, 2025.

Approve 7th Modification with **Fiscal Experts, Inc** for a web-based time-study application known as Time Study Buddy, effective April 22, 2025.

Detailed Description/Background of request

DHHS requests approval to execute the Seventh Modification to PC15-014 with Fiscal Experts, Inc. for access to a web-based time-study application known as Time Study Buddy (TSB). DHHS is required by state and federal regulations to charge staff time spent in the provision of services to participants to the public assistance programs associated with the services provided. TSB is a low-cost and effective way of tracking time worked in various programs to ensure the maximum possible draw-down of state and federal funding.

The Seventh Modification increases the compensation paid to the contractor from $1,250 per quarter to $1,350 per quarter due to the increased number of users. Total compensation amount not to exceed increases from $5,000 to $5,400 per fiscal year. Expense is budgeted and paid for wholly through state and federal funding; no impact on county general fund.

DHHS is not requesting to extend the term at this time as they are exploring the potential to use UKG for this same purpose which would streamline practices.

Prior Board Action

C24-136. The original contract and first five modifications were executed by the Purchasing Agent pursuant to the County's purchasing policy.

Fiscal Impact/Funding Source

Budgeted 005-53180-811

There is no impact to the general fund. The expense is budgeted and paid for with state and federal funding.

Action for the Clerk

Please obtain signatures, number contract and forward to Kirill Obraztsov to obtain signatures.

ATTACHMENTS:

- 7th Mod_Fiscal Experts Inc. (DOCX)
- 6th Mod_C24-136_Fiscal Experts Inc (PDF)
- 5th Mod_PC22-043_Fiscal Experts Inc (PDF)
- 4th Mod_PC20-031_Fiscal Experts Inc (PDF)
- 3rd Mod_PC18-043_Fiscal Experts Inc (PDF)
- 2nd Mod_PC17-032_Fiscal Experts Inc (PDF)
- 1st Mod_PC16-030_Fiscal Experts Inc (PDF)
- PC15-014 Fiscal Experts Inc (PDF)

Seventh Modification Fiscal Experts Inc

This Seventh Modification of Contract PC15-014 ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Fiscal Experts, Inc., ("Contractor") a California Corporation.

Background

On April 1, 2015, County and Contractor entered into Contract for provision of access to Time Study Buddy, a web-based time-study application used to track staff time worked in various programs such as CalWORKs, CalFresh and Medi-Cal. Staff are required by state and federal regulations to time-study in order to draw-down state and federal funding.

On May 17, 2016, County and Contractor executed the First Modification PC16-030 to extend the term of the contract one year and to provide that compensation paid to Contractor will be per fiscal year.

Since that time, the contract has been modified an additional 5 times to extend the term (contract numbers PC17-032, PC18-043, PC20-031, PC22-043 and C24-036)

The parties now wish to increase compensation.

Modification

The parties agree to modify the Contract effective April 22, 2025, as follows:

1. Section 3, Compensation, is deleted and replaced with "County will pay Contractor compensation in an amount not to exceed $1,350 per quarter or $5,400 per fiscal year."

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

FISCAL EXPERTS, INC.

_____Date:_____
Signature

_____
Printer Name and Title

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 7th Mod_Fiscal Experts Inc. [Revision 1] (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

C24-136

Sixth Modification Fiscal Experts Inc

This Sixth Modification of Contract PC15-014 ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Fiscal Experts, Inc., ("Contractor") a California Corporation.

Background

On April 1, 2015, County and Contractor entered into Contract for provision of access to Time Study Buddy, a web-based time-study application used to track staff time worked in various programs such as CalWORKs, CalFresh and Medi-Cal. Staff are required by state and federal regulations to time-study in order to draw-down state and federal funding.

On May 17, 2016, County and Contractor executed the First Modification PC16-030 to extend the term of the contract one year and to provide that compensation paid to Contractor will be per fiscal year.

Since that time, the contract has been modified an additional 4 times to extend the term (contract numbers PCl7-032, PC18-043, PC20-031, and PC22-043)

The contract expired on June 30 2024, however the contractor has continued to perform work under the terms and conditions of the agreement.

The parties now wish to extend the term of the Contract an additional two years.

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2 Term, is modified to change the ending date of the Contract to June 30, 2026.

COUNTY OF COLUSA

Gary J. Evans Date: 8/6/24

Gary J. Evans, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

FISCAL EXPERTS, INC.

Dan Gardner Date: 8/23/24

Signature

DAN GARDNER, CEO

Printed Name and Title

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

Patricia R

Patricia Rodriguez, Clerk

Attachment: 6th Mod_C24-136_Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC22-043

Fifth Modification of Contract PC15-014

This Fifth Modification of Contract PC15-014 ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Fiscal Experts, Inc., ("Contractor") a California corporation.

Background

On April 1, 2015, County and Contractor entered into Contract for provision of access to Time Study Buddy, a web-based time-study application used to track staff time worked in various programs such as CalWORKs, CalFresh and Medi-Cal. Staff are required by state and federal regulations to time-study in order to draw-down state and federal funding.

On May 17, 2016, County and Contractor executed the First Modification PC16-030 to extend the term of the contract one year and to provide that compensation paid to Contractor will be per fiscal year.

On April 17, 2017, County and Contractor executed the Second Modification PC17-032 to extend the term of the contract one year.

On June 12, 2018, County and Contractor executed the Third Modification PC18-043 to extend the term of the contract two years.

On June 30, 2020, County and Contractor executed the Fourth Modification PC20-031 to extend the term of the contract two years.

The parties now wish to extend the term of the Contract an additional two years.

Modification

The parties agree to modify the Contract effective June 30, 2022, as follows:

1. Section, 2, Term, of the Contract is modified to change the ending date of the Contract to June 30, 2024.

COUNTY OF COLUSA

Wendy G. Tyler, CAO

APPROVED AS TO FORM

Richard Stout, County Counsel

FISCAL EXPERTS, INC.

Dan Gardner
Signature

DAN GARDNER, CEO
Printed Name and Title

Attachment: 5th Mod_PC22-043_Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC20-031

Fourth Modification of Contract PC15-014

This Fourth Modification of Contract PC15-014 ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Fiscal Experts, Inc., ("Contractor") a California corporation.

Background

On April 1, 2015, County and Contractor entered into Contract for provision of access to Time Study Buddy, a web-based time-study application used to track staff time worked in various programs such as CalWORKs, CalFresh and Medi-Cal. Staff are required by state and federal regulations to time-study in order to draw-down state and federal funding.

On May 17, 2016, County and Contractor executed the First Modification PC16-030 to extend the term of the contract one year and to provide that compensation paid to Contractor will be per fiscal year.

On April 17, 2017, County and Contractor executed the Second Modification PC17-032 to extend the term of the contract one year.

On June 12, 2018, County and Contractor executed the Third Modification PC18-043 to extend the term of the contract two years.

The parties now wish to extend the term of the Contract an additional two years.

Modification

The parties agree to modify the Contract as follows:

1. Section, 2, Term, of the Contract is modified to change the ending date of the Contract to June 30, 2022.

COUNTY OF COLUSA

Wendy G. Tyler, CAO

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

FISCAL EXPERTS, INC.

Signature

DAN GARDNER, CEO
Printed Name and Title

Attachment: 4th Mod_PC20-031_Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

Third Modification of Contract PC15-014

This Third Modification of Contract PC15-014 ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Fiscal Experts, Inc., ("Contractor") a California corporation.

Background

On April 1, 2015, County and Contractor entered into Contract for provision of access to Time Study Buddy, a web-based time-study application used to track staff time worked in various programs such as CalWORKs, CalFresh and Medi-Cal. Staff are required by state and federal regulations to time-study in order to draw-down state and federal funding.

On May 17, 2016, County and Contractor executed the First Modification (PC16-030) to extend the term of the contract one year and to provide that compensation paid to Contractor will be per fiscal year.

On April 17, 2017, County and Contractor executed the Second Modification (PC17-032) to extend the term of the contract one year.

The parties now wish to extend the term of the Contract an additional two years.

Modification

The parties agree to modify the Contract effective May 18, 2018, as follows:

1. Section, 2, Term, of the Contract is modified to change the ending date of the Contract to June 30, 2020.

COUNTY OF COLUSA

Wendy G. Tyler, Purchasing Agent

FISCAL EXPERTS, INC.

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: 3rd Mod_PC18-043_Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC17-032

Second Modification of Contract PC15-014

This Second Modification of Contract PC15-014 ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Fiscal Experts, Inc., ("Contractor") a California corporation.

Background

On April 1, 2015, County and Contractor entered into Contract for provision of access to Time Study Buddy, a web-based time-study application used to track staff time worked in various programs such as CalWORKs, CalFresh and Medi-Cal. Staff are required by state and federal regulations to time-study in order to draw-down state and federal funding.

On May 17, 2016, County and Contractor executed the First Modification PC16-030 to extend the term of the contract one year and to provide that compensation paid to Contractor will be per fiscal year.

The parties now wish to extend the term of the Contract an additional year.

Modification

The parties agree to modify the Contract effective April 17, 2017, as follows:

1. Section, 2, Term, of the Contract is modified to change the ending date of the Contract to June 30, 2018.

COUNTY OF COLUSA

Wendy G. Tyler, Purchasing Agent

FISCAL EXPERTS

Dan Gardner
Signature

DAN GARDNER, CEO
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: 2nd Mod_PC17-032_Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC16-030

First Modification of Contract PC15-014

This First Modification of Contract PC15-014 ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Fiscal Experts ("Contractor"), Inc., a California corporation.

Background

On April 1, 2015, County and Contractor entered into Contract to provide access to Time Study Buddy, a web-based time-study application used to track staff time worked in various programs such as CalWORKs, CalFresh and Medi-Cal.

The parties now wish to modify Section 2, Term, to extend the term of the Contract an additional year. Furthermore, the parties wish to modify Section 3, Compensation, to provide that compensation paid to contractor will be per fiscal year.

Modification

Section 2, Term, of the Contract is modified to change the ending date of the contract from June 30, 2016 to June 30, 2017.

Section 3, Compensation, of the Contract is modified to remove the existing language and replace it with: "County will pay Contractor compensation in an amount not to exceed $1,250 per fiscal quarter, or $5,000 per fiscal year."

Construction

All other terms and conditions of Contract shall remain in full force and effect.

This First Modification is executed in Colusa, California on this 17th day of May, 2016.

COUNTY OF COLUSA

Wendy G. Tyler
Purchasing Agent

FISCAL EXPERTS, INC.

Dan Gardner, CEO

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: 1st Mod_PC16-030_Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC 15 - 014

Fiscal Experts, Inc. Contract for Time Study Buddy

This contract for access and use of the web-based application known as Time Study Buddy ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Fiscal Experts, Inc. ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide the County, through its Department of Health and Human Services, with access to and use of Time Study Buddy, a web-based time study application to track and manage the allocation of staff time based on the services provided to recipients of public assistance and social services programs. Contractor warrants that

2. **Term:** This Contract shall begin on April 1, 2015 and shall continue until June 30, 2016.

3. **Compensation:** County will pay Contractor compensation in an amount not to exceed $1,250 per quarter, or $6,250 in total, over the term of this contract.

4. **Method of Payment:** Contractor shall provide County with an invoice for services on a quarterly basis. Invoices shall be received by County on the 15th of the middle month of each quarter. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

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

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

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

Contractor's services and the manner in which they are performed.

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

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

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

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

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

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

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

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

objectives in entering this Contract.

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

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

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

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

   C. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

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

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

If to County:	Department of Health and Human Services 251 E. Webster Street Colusa, California 95932 Kimberly Vasco, Staff Services Analyst (530) 458-0746
If to Contractor:	Fiscal Experts, Inc. 5350 Dunlay Drive, Suite 2716 Sacramento, California 95835 Dan Gardner (805) 748-1460

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

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

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or
    B. By either party without cause upon thirty (30) days written notice of termination.

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

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

    A. Attachment "A" Scope of Services
    B. Attachment "B" Assurance of Compliance

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 1ST day of APRIL, 2015.

COUNTY

Robert J. Muszar
County Administrative Officer

CONTRACTOR

Dan Gardner
Dan Gardner, CEO
Proprietor

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC____-_____

Attachment A

Scope of Services

Vendor: Fiscal Experts, Inc., a California Corporation, (doing business as the Time Study Buddy) located at 5350 Dunlay Drive, Suite 2716, Sacramento, California 95835.

Platform: The **Time Study Buddy™** is a web-based time study "service." The hardware and software are maintained and hosted by the Vendor. The Customer's workers access the Vendor's Platform using a computer with Internet access and a supported Internet browser. Browsers currently supported include Internet Explorer Versions 8, 9, 10, 11, Firefox, Safari, and Google Chrome.

Billing: The standard fee is $25 per worker per quarter. For counties with less than 50 workers the minimum quarterly fee is $1,250. For counties with over 500 workers the standard fee is reduced to $12.50 for additional workers. This fee is all-inclusive. Customers are billed on the 15th day of the middle month of each quarter. Payment is expected within 30 days.

Customer Responsibilities:

- Provide one Primary Contact.
- Add and maintain worker accounts.
- Train workers how to administer and use the Time Study Buddy to complete their time studies.
- Provide workers with time study instructions.
- Use the Time Study Buddy to prepare reports needed to manage and complete their quarterly claim.
- Use the Time Study Buddy only for the purpose intended, and limit this use to within their organization.

Primary Contact: The customer's Primary Contact is responsible for learning the features of the Time Study Buddy and serves as the first line of support for Customer questions. The Vendor trains and supports the Primary Contact on an as-needed basis.

Customer Data: The Customer inputs its Data into the Time Study Buddy. The Vendor maintains the Customer's Data in a secure and confidential environment, and provides the Customer with access to its Data via downloadable Excel reports.

Vendor Responsibilities:

- Assist the Customer with the initial setup.
- Provide updates to the Time Study Buddy free of charge.
- Ensure the Time Study Buddy is free of bugs and maintain an uptime of at least 99.9%.
- Perform scheduled maintenance of its hardware and software outside of normal business hours.
- Comply with all State and Federal regulations and guidelines.

Security: The Vendor's servers are co-located in San Luis Obispo with the Digital West Networks Data Center, which complies with PCI Data Security Standards Level 1. The Vendor's code and data use a 256-bit key Advanced Encryption Standard, and comply with ISO/IEC 18033-3.

Backups: The Vendor maintains real-time backups to N+1 redundant servers and hard drives, and daily backups at two off-site locations.

License Agreement: The Vendor uses the "Software as a Service" (SaaS) model in which it uses its Platform (the Time Study Buddy - consisting of hardware and software) to provide a "service" to the Customer via the Internet. A software license agreement is not required because the Customer does not have access to the Vendor's software.

Termination: The Customer may discontinue using the Time Study Buddy at any time and for any reason without further financial obligation, other than for services already provided.

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC____-_____

Attachment B
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COLUSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT **Fiscal Experts, Inc.**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

April 1, 2015
Date

Dan Gardner
Signature

DAN GARDNER, CEO

5350 Dunlay Dr., Ste. 2716, Sacramento, CA 95835
Address of vendor/recipient

***CR50*-Vendor Assurance of Compliance** (08/13/01)

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

PC15-014

Attachment: PC15-014 Fiscal Experts Inc (10443 : Approve 7th Modification with Fiscal Experts, Inc.)

COUNTY OF COLUSA, CA 3.13

Request For County Board of Supervisors Action

MEETING DATE: **April 22, 2025**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **Approve 2nd Modification with Yuba Sutter SPCA, Inc. for spay/neutering and vaccination services, effective May 1, 2025.**

Approve 2nd Modification with **Yuba Sutter SPCA, Inc.** for spay/neutering and vaccination services, effective May 1, 2025.

Detailed Description/Background of request

Colusa County Animal Control is requesting to extend the contract with Yuba Sutter SPCA to provide spay/neuter and vaccination services in accordance with the Sniptember Grant. Animal Control will deliver and pick up all animals from the Yuba Sutter SPCA.

Yuba Sutter SPCA will spay/neuter and vaccinate for rabies. Additionally, SPCA will provide rabies certificate and after care instructions.

Animal Control is requesting that the term of the contract be extended through April 30, 2026. Additionally, they request to increase the deposit amount from $1,500 to $2,500, increase the contracted amount from $72,000 to $115,000, and modify the invoice type submitted to the County.

Prior Board Action

C23-097 and C24-088

Fiscal Impact/Funding Source

No fiscal impact to the general fund. The funds are provided by the Sniptember Grant.

Action for the Clerk

Please obtain signatures, number contract, forward to Yuba-Sutter SPCA for signature and return a fully executed copy to JayAnne Saso.

Yuba- Sutter SPCA
Attn: Norma C. Rubio, Executive Director
745 Sutter Street
Yuba City, CA 95991

ATTACHMENTS:

- 2nd Mod_Yuba-Sutter SPCA (DOCX)
- C24-088 1st Mod Yuba Sutter SPCA (PDF)
- C23-097 Yuba Sutter SPCA, Inc (PDF)

C25-_____

Second Modification for Spay/Neutering Services

This Second Modification of Contract C23-097 for Spay/Neutering Services is between Colusa County (County), a political subdivision of the State of California, and Yuba-Sutter SPCA, Inc., (Contractor), a non-profit Corporation.

Background

On May 9, 2023, the parties executed contract C23-097 for Spay/Neutering services ("Contract").

On June 18, 2024, the parties executed the first modification to Contract C23-097 to extend the term of the contract

The parties now want to modify the Contract to extend the term of the contract; modify the deposit amounts; modify the contracted amount and modify the invoice type submitted to the County.

Modification

The parties agree to modify the Contract effective May 1, 2025 as follows:

1. Section 2, Term, is modified from April 30, 2024 to April 30, 2026.

2. Section 3, Compensation, shall increase from $72,000.00 to $115,000.

3. Section 4, Method of Payment is modified by increasing the trust fund balance from $1,500 to $2,500, "When the remaining balance of the trust funds reaches $2,500, CCAC will replenish the deposited funds in $6,000 increments as the program continues on an ongoing basis."

4. Section 4A, Invoices shall is replaced with "Invoices shall be emailed at the time of service rendered with specific detail for each patient to include the animal's name and description of services, as well as attaching the Certificate of Vaccination and Spay/Neuter Certificate."

Signatures on following page.

Attachment: 2nd Mod_Yuba-Sutter SPCA [Revision 1] (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

C25-_____

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

YUBA-SUTTER SPCA, INC.

_____Date:_____
Norma C. Rubio, Executive Director

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

_____
Patricia Rodriguez, Deputy

Attachment: 2nd Mod_Yuba-Sutter SPCA [Revision 1] (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

C24- 088

First Modification Professional Services Contract

This First Modification of Professional Services Contract between Colusa County (County), a political subdivision of the State of California, and Yuba-Sutter SPCA, INC. ("Contractor"), a nonprofit Corporation.

Background

On May 9, 2023, the parties executed Contract C23-097 to provide spay/neuter and vaccination services.

The contract expired on April 30, 2024, however the contractor has continued to perform work under the terms and conditions of the agreement.

The parties now want to modify the Contract to extend the term to December 31, 2025.

Modification

The parties agree to modify the Contract effective May 1, 2024, as follows:

1. Section 2 Term, is modified by extending the termination date to December 31, 2025.

COUNTY OF COLUSA

Date: 6/18/24

Gary Evans, Chair

YUBA-SUTTER SPCA, INC.

Date: 6-28-24

Norma C. Rubio, Executive Director

Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Tiffany Jorgensen, Clerk

Attachment: C24-088 1st Mod Yuba Sutter SPCA (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

C23-097

PROFESSIONAL SERVICES CONTRACT

This spay/neutering professional services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Yuba-Sutter SPCA, INC, ("Contractor"), a nonprofit Corporation.

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

2. **Term:** This Contract shall begin on May 1, 2023, and shall continue until all requested services are completed, but no later than April 30, 2024.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed Seventy-two Thousand Dollars ($72,000.00), as provided for in Attachments "A" and "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** On a daily basis as services are rendered, Contractor shall provide County with a detailed invoice for the services provided for each animal. CCAC will deposit an initial amount of $7500 which will be held in trust and payments deducted as services are provided. When the remaining balance of the trust funds reaches $1500, CCAC will replenish the deposited funds in $6000 increments as the program continues on an ongoing basis.

    A. **Invoices shall:** Be issued at the time of service and in the customary form used by the YSSPCA and with specific detail for each patient animal consistent with the format used in recent and earlier transactions between the parties which were all paid and approved by CCAC.

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

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

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

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

6. **Contractor's Books and Records:** Contractor shall maintain its business records as may

Attachment: C23-097 Yuba Sutter SPCA, Inc (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

be required by the terms of the "Shelter Services Agreement" dated January 18, 2023, with UC-Davis, #A71682 (County Contract No. C23-014).

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract and consistent with Paragraph 9 of the "Shelter Services Agreement".

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party, not to exceed $2500 per occurrence.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, General Liability and Professional Liability Insurance policies according to those policies with insurers currently in effect as of the date of this contract.

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

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

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

12. **Controlling Law Venue:** This Contract is made in the County of Sutter, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Sutter where the services are performed and pursuant to the terms of the grant award Services Shelter Agreement, Paragraph 13 and "Exhibit A", Paragraph 4 thereto which require "work to be performed at Yuba-Sutter SPCA: 745 Sutter Street, Yuba City, CA 95992".

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

Attachment: C23-097 Yuba Sutter SPCA, Inc (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

If to County: Colusa County Animal Control
Attn: Courtney Elliott, Chief
Animal Control Officer
929 Bridge Street
Colusa, CA 95932

If to Contractor: Yuba-Sutter SPCA
Attn: Norma C. Rubio, Executive Director
745 Sutter Street
Yuba City, CA 95991
rubiox@sbcglobal.net

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

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

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

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

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

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

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

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

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

Attachment: C23-097 Yuba Sutter SPCA, Inc (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

C23-097

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

    A. Attachment "A" Scope of Services
    B. Attachment "B: Fee Schedule
    C. Attachment "Exhibit A" Shelter Services Agreement, UC-Davis #A71682, dated January 18, 2023 (County Contract No. C23-014)

COUNTY OF COLUSA

Date: 5/9/23
Kent S. Boes, Board Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

YUBA SUTTER SPCA, Inc.

Norma C. Rubio Date: 5-25-23
Norma C. Rubio, Executive Director

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

Patricia Rodriguez, Deputy Clerk

Attachment: C23-097 Yuba Sutter SPCA, Inc (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

C23-097

ATTACHMENT "A"

SCOPE OF SERVICES

COLUSA ANIMAL CONTROL

Colusa Animal Control staff will transport dogs and/or cats (Animals) to and from Yuba Sutter SPCA for spay/neuter and vaccination services. CCAC will deliver and pick up all animals indoors at the YSSPCA Clinic premises.

Drop off and pick-up times for services provided by Yuba Sutter SPCA will be coordinated with Yuba Sutter SPCA staff and Colusa County Animal Control staff within the Clinic's normal business hours. **(Animals will not stay overnight)**

CCAC will not tender any animal which is too old, too large, unhealthy or aggressive and in the sole discretion of YSSPCA, service may be refused.

The number of animals transported daily will be coordinated with Yuba Sutter SPCA staff and Colusa County Animal Control staff and no animals will be tendered unless YSSPCA has agreed to the date and time in advance.

YUBA SUTTER SPCA

Yuba Sutter SPCA will spay/neuter and vaccinate for rabies.

Yuba Sutter SPCA will provide rabies certificate and after care instructions.

Yuba Sutter SPCA will not spay/neuter senior animals (Animals over 4 years of age).

NOTE: The age of shelter animals is rarely known, discretion and common sense will be used by both parties.

Attachment: C23-097 Yuba Sutter SPCA, Inc (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

C23-097

ATTACHMENT "B"

FEE SCHEDULE

Rabies Vaccination $18

Feline (Cat) Spays & Neuters

Feline Spay $85
Feline Neuter $65
No additional charge for cats in heat
$20 additional charge if cat is pregnant

Canine Spays & Neuters

Neuter
1-20 lbs $155
21-35 lbs $175
36-50 lbs $200
51-60 lbs $225
61-75 lbs $240
76-85 lbs $300
$4 for every lb over 85 lbs
$30-$60 extra for cryptorchid

Spay
1-20 lbs $175
21-35 lbs $200
36-50 lbs $215
51-60 lbs $230
61-75 lbs $300
76-85 lbs $325
$4 for every lb over 85 lbs
$40-$80 extra if in heat or pregnant
$10 for spay check

Attachment: C23-097 Yuba Sutter SPCA, Inc (10445 : Approve 2nd Modification with Yuba Sutter SPCA, Inc.)

COUNTY OF COLUSA, CA

3.14

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Training Services Agreement with the University of California Davis for state-mandated staff training for Eligibility Worker (EW) staff.

Approve Training Services Agreement with the **University of California Davis** for state-mandated staff training for Eligibility Worker staff.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) requests to enter into this Training Services Agreement with the University of California Davis for state-mandated staff training for Eligibility Worker (EW) staff.

DHHS has contracted with UC Davis for over 11 years to provide mandatory staff training for Eligibility workers and Child Welfare social workers, as well as executive leadership training. The attached contract pertains to mandatory training for Eligibility workers and provides for fifty (50) units of EW training. This agreement has been in place since 2014-15 and renewed every year.

The contract is effective from July 1, 2025 through June 30, 2026 and is in the amount of $197,625.00. All courses must be completed by June 30, 2026.

Prior Board Action

None.

Fiscal Impact/Funding Source

This is paid for out of the Title IV-E Federal funding and CDSS state funding in the amount of $197,625, for mandated staff development. There is no financial impact to the General Fund.

Action for the Clerk

Please number contract, obtain signatures and forward the agreement to Roxanne Erices at rerodrigues@ucdavis.edu.

Please cc Kirill Obraztsov in communication with the contractor.

ATTACHMENTS:

- UC Davis_Eligibility Work Training (PDF)

UC Davis Agreement #A_____
CPE Agreement #EW-2025-05
Control #C114578

TRAINING SERVICES AGREEMENT
(COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2025 and continue through June 30, 2026. All courses must be completed by June 30, 2026.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY Michell Franklin Program Director Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: mtfranklin@ucdavis.edu	USER Kirill Obraztsov Budget Management Analyst Colusa County Department of Health and Human Services 251 East Webster Street Colusa, CA 95932 E-mail: Kirill.Obraztsov@countyofcolusa.com
ADDITIONAL UNIVERSITY Human Services Custom Training and Services Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	ADDITIONAL USER Christine Fusaro Staff Services Manager Colusa County Department of Health and Human Services 251 East Webster Street Colusa, CA 95932 E-mail: Christine.Fusaro@countyofcolusa.com

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

UC Davis

Date: _____

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
Board Chair

Print Name: Daurice K. Smith

Date: _____

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

CPE Agreement #EW-2025-05
Control #C114578

EXHIBIT A

TRAINING PROGRAM

1. 50.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Training Units	CHS Daily Rate		
50.00	$ 4,250.00	$212,500.00	Total Contract Amount
		($14,875.00)	Less CPE 7% Cost Share
		$197,625.00	**Total User Contract Share**

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

Attachment: UC Davis_Eligibility Work Training (10461 : Approve contract with University of California Davis - Eligibility Workers)

COUNTY OF COLUSA, CA 3.15

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Training Services Agreement with the University of California Davis for state-mandated staff training for Child Welfare Services social worker staff.

Approve Training Services Agreement with the **University of California Davis** for state-mandated staff training for Child Welfare Services social worker staff.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) requests to enter into this Training Services Agreement with the University of California Davis for state-mandated staff training for Child Welfare Services (CWS) social worker staff.

DHHS has contracted with UC Davis for over 11 years to provide mandatory staff training for Eligibility workers and Child Welfare social workers, as well as executive leadership training. The attached contract pertains to mandatory training for CWS social workers and provides for five (5) units of CWS training. This agreement has been in place since 2014-15 and has been renewed every year.

The contract is effective from July 1, 2025 through June 30, 2026 and is in the amount of $19,762.50. All courses must be completed by June 30, 2026.

Prior Board Action

None.

Fiscal Impact/Funding Source

This is paid for out of the Title IV-E Federal funding and CDSS state funding in the amount of $19,762.20, for mandated staff development. There is no financial impact to the General Fund.

Action for the Clerk

Please number the agreement, obtain signatures and forward the agreement to Roxanne Erices at rerodrigues@ucdavis.edu.

Please cc Kirill Obraztsov in communication with the contractor.

ATTACHMENTS:

- UC Davis_CWS Training (PDF)

UC Davis Agreement #A_____
CPE Agreement #CW-2025-05
Control #C114579

TRAINING SERVICES AGREEMENT
(COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2025 and continue through June 30, 2026. All courses must be completed by June 30, 2026.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

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16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY	USER
Michell Franklin	Kirill Obraztsov
Program Director	Budget Management Analyst
Continuing & Professional Education	Colusa County
University of California, Davis	Department of Health and Human Services
463 California Drive	251 East Webster Street
Davis, CA 95616	Colusa, CA 95932
E-mail: mtfranklin@ucdavis.edu	E-mail: Kirill.Obraztsov@countyofcolusa.com
ADDITIONAL UNIVERSITY	ADDITIONAL USER
Human Services	Christine Fusaro
Custom Training and Services	Staff Services Manager
Continuing & Professional Education	Colusa County
University of California, Davis	Department of Health and Human Services
463 California Drive	251 East Webster Street
Davis, CA 95616	Colusa, CA 95932
E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	E-mail: Christine.Fusaro@countyofcolusa.com

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

UC Davis

Date: _____

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
Board Chair

Print Name: Daurice K. Smith

Date: _____

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

CPE Agreement #CW-2025-05
Control #C114579

EXHIBIT A

TRAINING PROGRAM

1. 5.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Training Units	CHS Daily Rate		
5.00	$ 4,250.00	$21,250.00	Total Contract Amount
		($1,487.50)	Less CPE 7% Cost Share
		$19,762.50	**Total User Contract Share**

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

Attachment: UC Davis_CWS Training (10462 : Approve contract with University of California Davis - Child Welfare Services)

COUNTY OF COLUSA, CA

3.16

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept March 25 Treasury Monthly Investment Report as presented.

Accept March 25 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:

- 03_25 Treasury Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF: 3/31/25
DATE: 4/22/25

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CD8	11/12/20	700,712.18	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	695,989.00			
797299LXO	10/28/20	638,917.35	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	612,847.50			
260888AD4	02/23/21	400,598.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	384,604.00			
130179KW3	02/05/21	829,504.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	777,184.00			
899141BB0	02/05/21	657,018.62	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	614,533.95			
260888AE2	02/23/21	602,346.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	563,328.00			
971252AH4	05/27/21	186,039.99	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	171,358.10			
971252AK7	05/27/21	267,151.84	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	237,397.60			
971252AL5	05/27/21	570,344.76	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	496,911.85			
797679CF2	11/24/21	260,490.92	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	244,675.60			
797669ZR2	11/24/21	3,116,869.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,744,340.50			
6723225N45	11/23/21	1,272,596.37	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,178,549.90			
38122NB35	11/12/21	12,176,553.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	11,026,080.00			
79739GPE0	12/09/21	711,147.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	617,379.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	482,333.25			
13048VZT8	01/05/22	503,406.86	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	453,170.00			
13048VZU5	01/05/22	395,599.42	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	352,580.95			
055022AK3	01/27/22	1,161,461.03	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,041,819.50			
79770GJG2	12/15/21	2,032,118.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,834,080.00			
79739GPM2	12/09/21	252,567.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	224,585.00			
854434AH0	11/12/21	542,137.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	481,221.80			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,755,300.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	868,810.00			
Municipal Total		**30,678,134.36**			**31,100,280.70**	**30,370,000.00**	**30,370,000.00**		**27,859,079.50**			**15.4%**
US Treasury/Agency Securities												
3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,439,303.00			
3130B2N27*											Called 02/10/25	
3134HAZP1*										148.60	Called 02/26/25	
3011ERE98*	12/06/24	5,005,887.50	5.11%	5.110%	5,000,000.00	5,000,000.00	5,000,000.00	11/27/29	4,999,600.00			
3130B3MA8*											Called 02/07/25	
Treasury/Agency Total		**10,480,887.50**			**10,475,000.00**	**10,475,000.00**	**10,475,000.00**		**10,438,903.00**			**5.3%**
	Grand Total	**$ 41,159,021.86**			**41,575,280.70**	**40,845,000.00**	**40,845,000.00**		**38,297,982.50**			
	Interest Liability	-									Unrealized	
	NET BOOK	**41,159,021.86**								(2,861,039.36)	Gain/Loss	

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$157,394,532.13	4.47%	**79.0%**
COP Project Fund*	$5,788,179.33		

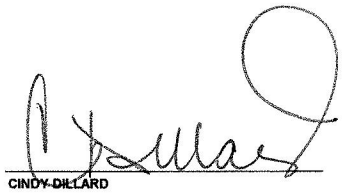
LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY		
SRWSLD	72,307.76	4.34%	4.30%		
REC DIST 108	70,784.65	4.34%	4.30%		
REC DIST 1004	-	4.34%	4.30%		
COUNTY	197.06	4.34%	4.30%		
CCOE	137.54	4.34%	4.30%		
TOTAL LAIF	143,427.01				**0.1%**
CASH	457,457.97				**0.2%**
TOTAL LIQUID	157,995,417.11		**79.33%**	**Liquidity**	
GRAND TOTAL	**$ 199,154,438.97**				**100.0%**

INTEREST RECEIVED

Jan-Feb-Mar 2025	2,010,853.84	3/31/2025	Est. 4.25%
Oct-Nov-Dec 2024	2,242,974.49	12/31/2024	4.77%
July-Aug-Sept 2024	3,255,354.99	9/30/2024	7.56%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%

Note 1: US Wealth Management did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 79.32%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.



CINDY DILLARD
TREASURER-TAX COLLECTOR

Attachment: 03_25 Treasury Report (10272 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA 4.1

Request For County Board of Supervisors Action

MEETING DATE: **April 22, 2025**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Adopt a Resolution certifying this appointment is necessary to fill a critically needed position before the 180 days have passed since retirement. Further, approve the appointment of a temporary, Extra Help PERS Annuitant for the District Attorney's Office as a DA Chief Investigator (TPT, MGS Range 10, Step 15, $69.30 per hour), effective May 1, 2025, not to exceed 960 hours in a fiscal year and 28 hours per week.**

Adopt a Resolution certifying this appointment is necessary to fill a critically needed position before the 180 days have passed since retirement. **Further**, approve the appointment of a temporary, Extra Help PERS Annuitant for the District Attorney's Office as a DA Chief Investigator (TPT, MGS Range 10, Step 15, $69.30 per hour), effective May 1, 2025, not to exceed 960 hours in a fiscal year and 28 hours per week.

Detailed Description/Background of request

With the pending vacancy of Chief Investigator Dave Salm on April 30, the District Attorney's Office needs a qualified Investigator to perform the tasks of the Chief DA Investigator, as well as to train the incoming full-time Chief Investigator (once hired) in the responsibilities of the position. The District Attorney's Office is currently seeking candidates for the Chief Investigator position. However, because of the extensive interviewing, psychological testing, and background process necessary to hire law enforcement personnel, the current chief will be retired prior to the filling of his position.

The department is requesting to utilize current Chief Investigator Salm, once retired, to step into his former role as a temporary, extra-help PERS Annuitant. Salm would act as the Chief and be able to function in that capacity with no additional training. Moreover, the DA's Office feels Salm would be able to minimize any lapse in service, continuing to perform the Bureau of Investigations administrative functions, as well as train the new Chief Investigator, once hired.

Examples of what the Chief does, in addition to investigations, includes ensuring the District Attorney Office's Bureau of Investigations is compliant with the ever changing Peace Officers Standards and Training requirements ("POST") and CII ("RAP sheet") requirements, etc. In addition, DOJ has added new reporting requirements for Stop Data, Peace Officer Complaints, and Use of Force reports. The Chief investigator runs a smaller scale police department with all the responsibilities of a larger agency with

responsibilities that include rangemaster, department armorer, digital evidence administrator, policy manual administration and updating, vehicle fleet maintenance and equipment, training, and property & evidence. This position also has added responsibilities of being the county wiretap coordinator, overseeing various County administrative investigations, confidential file maintenance, MDIC Coordinator, LE Liaison, and Agency CLETS Coordinator.

With Salm's retirement the office will have only one full time Investigator. Continuity of service for this position will ensure that the District Attorney's Office functions smoothly and complies with required standards until a suitable replacement can be hired into the Chief Investigator position. Utilizing the expertise of an extra help PERS Annuitant will enable the office to run efficiently during personnel transition and meet the Office's administrative and investigation needs.

Approval of the above request would better position the District Attorney's Office to maintain services until a new Chief is hired.

Generally, CalPERS retired annuitants are ineligible for appointment unless they meet certain requirements described in California Government Code section 7522.56. Specifically, they can only be appointed to a temporary position, not to exceed 960 hours in any calendar year, and must be needed in the position because they have specialized skills needed to perform the work. Additionally, the level of their compensation cannot fall below the minimum or exceed the maximum compensation normally set for the position. Furthermore, they must wait a minimum of 180 days from their date of retirement before they can work as a retired annuitant.

Section 7522.56 requires that in instances where 180 days have not passed since retirement of the individual being considered for the temporary position, the Board of Supervisor must certify through a resolution. Specifically, the Board must certify that the appointment is necessary to fill a critically needed position before the 180-day period. Further, the Board must approve the appointment at a public meeting in which the agenda item is not on the consent calendar. The DA's Office feels this request meets the criteria.

The Department is requesting an advanced step appointment due to the skillset of the annuitant and the critical nature of the work being performed. Because the retiree has not fulfilled the 180 day wait period, it is necessary that the Board adopt the attached PERS resolution to allow for the exception.

Prior Board Action
None

Fiscal Impact/Funding Source
The salary-only cost of the temporary position at an average of 28 hours per week is approximately $7,761.60 per month. Funding for the position will come from salary savings of the vacant budgeted Chief Investigator position.

Action for the Clerk

Obtain the Board Chair's signature and send an electronic copy of the certified board order and resolution to the Human Resources Department.

ATTACHMENTS:

- 180-Day Resolution(DOCX)

RESOLUTION NO. 25-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING APPOINTMENT OF A TEMPORARY, PART-TIME, EXTRA HELP PERS ANNUITANT AS A DISTRICT ATTORNEY CHIEF INVESTIGATOR AND CERTIFYING THE NATURE OF EMPLOYMENT AND APPOINTMENT IS NECESSARY TO FILL A CRITICALLY NEEDED POSITION BEFORE 180 DAYS HAVE PASSED SINCE RETIREMENT

WHEREAS, in compliance with California Government Code section 7522.56, the Colusa County Board of Supervisors must provide CalPERS this certification resolution when hiring a CalPERS retiree before 180 days has passed since his or her retirement date;

WHEREAS, George Salm will retire from the County of Colusa District Attorney's Office from the position of District Attorney Chief Investigator on April 30, 2025;

WHEREAS, Government Code section 7522.56 prohibits qualifying post-retirement employment, without a Board resolution and certification, until at least 180 days have passed since retirement, which here would be October 28, 2025;

WHEREAS, under Government Code section 7522.56 a retired annuitant may be appointed before the 180 day period if the legislative body of the County certifies at a public meeting, through an agendized item not on the consent calendar, the nature of employment and that the appointment is necessary to fill a critically needed position before the 180 day period has passed, provided that this exception shall not apply if the retiree accepts any retirement related incentive;

WHEREAS, the DA Chief Investigator position in the District Attorney's Office is a critically needed position because it performs essential functions such as overseeing investigations, ensuring compliance with Peace Officer Standards and Training (POST) requirements, managing Department of Justice reporting obligations, and administering various law enforcement responsibilities, including rangemaster duties, digital evidence administration, policy updates, and confidential file maintenance; and

WHEREAS, without this position, the District Attorney's Office would experience significant operational disruptions, including lapses in investigative services, compliance issues, and delays in critical administrative functions, which could impact public safety and the integrity of ongoing investigations; and

WHEREAS, appointing the retiring Chief Investigator as an extra-help PERS Annuitant will ensure continuity of service, facilitate the training of a new Chief Investigator, and allow the Bureau of Investigations to function smoothly during this transition period.

WHEREAS, the George Salm did not receive any retirement related incentives;

WHEREAS, the entire appointment document between George Salm and the County of Colusa has been reviewed by the Board of Supervisors and is attached to this Resolution;

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar;

Attachment: 180-Day Resolution [Revision 1] (10367 : Adopt Resolution for the District Attorney's Office Regarding a 180-Day Waiting Period

WHEREAS, the employment will be temporary and limited to 960 hours per fiscal year;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.33 to equal the hourly rate;

WHEREAS, the maximum base salary for this position is $12,012 per month and the hourly equivalent is $69.30 per hour, and the minimum base salary for this position is $7,326 per month and the hourly equivalent is $42.27 per hour;

WHEREAS, the hourly rate paid to George Salm will be $69.30 per hour; and

WHEREAS, George Salm has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate;

THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors certifies the nature of the employment and appointment of George Salm as described in this Resolution and detailed in the attached appointment document and this appointment is necessary to fill the critically needed position of DA Chief Investigator for the County of Colusa Community District Attorney's Office before 180 days have passed since Mr. Salm's retirement.

BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors approves the temporary appointment of George Salm as an extra help retired annuitant to perform the duties of the Fiscal Program Analyst for the County of Colusa under Government Code section 21224, effective May 1, 2025.

PASSED AND ADOPTED this 22nd day of April, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

ATTEST: Wendy Tyler, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 180-Day Resolution [Revision 1] (10367 : Adopt Resolution for the District Attorney's Office Regarding a 180-Day Waiting Period

COUNTY OF COLUSA, CA 4.2

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Authorize a Temporary PERS Annuitant/Extra Help position of Work Crew Supervisor, TPT, $26.06 per hour, effective April 23, 2025, through April 22, 2027, as needed.

Authorize a Temporary PERS Annuitant/Extra Help position of Work Crew Supervisor, TPT, $26.06 per hour, effective April 23, 2025, through April 22, 2027, as needed.

Detailed Description/Background of request

The Probation Department requests authorization to appoint a Temporary PERS Annuitant/extra help position of Work Crew Supervisor, effective April 23, 2025 through April 22, 2027, on an as-needed basis, for a duration of up to 24 months.

The individual previously served as an Extra Help Work Crew Supervisor with the Colusa County Probation Department since April 26, 2014. He retired from Sutter County on October 6, 2024, which also ended his employment with Colusa County on the same day. He has expressed interest in returning as a retired annuitant to fill the currently vacant Extra Help Work Crew Supervisor position, which has remained unfilled since his retirement.

This position primarily works weekends and has historically been difficult to fill with qualified candidates. The former incumbent brings over a decade of experience in this role and is well-versed in both the policies and operations of the Colusa County Alternative Work Program and broader County procedures. Additionally, his fluency in Spanish is a valuable asset, as many program participants are Spanish-speaking.

His extensive background, which includes employment as an Investigative Specialist with the Sutter County District Attorney's Office, has equipped him with the necessary skills to supervise and direct court-ordered clientele effectively. Given his knowledge, experience, and proven reliability, his reappointment will ensure continuity in program operations without the need for extensive training.

CalPERS will allow retired annuitants to work for Counties in limited situations. The extra help position needs to be designated as a Temporary PERS Annuitant position, the position is limited to 960 hours in a fiscal year, the annuitant has experience that directly relates to the position, the position compensation is within the range offered to any other Work Crew Supervisor, and does not provide any benefits. Additionally, the

position cannot be permanent. This request meets the criteria.

Prior Board Action
None.

Fiscal Impact/Funding Source
He is expected to work approximately 31 hours per month, with a salary cost of approximately $810 per month.

Action for the Clerk
None.

COUNTY OF COLUSA, CA 5.1

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Community Development Department

FROM: Xzandrea Fowler

SUBJECT: Presentation on the 2024 General Plan Annual Progress Report.

Presentation on the 2024 General Plan Annual Progress Report.

BACKGROUND

Pursuant to California Government Code 65400, each City and County is required to prepare an Annual Progress Report for its legislative body on the status of its General Plan and progress on its implementation of its Housing Element. The law also requires that a copy of the General Plan Annual Progress Report be submitted to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR). While the law only requires submittal to the County's legislative body (the Board of Supervisors), staff will also present the annual progress report to the County's Planning Commission for its information. The Community Development Department will send the report to the OPR and HCD and post the document on the County's website upon review and acceptance by the Board of Supervisors.

DISCUSSION

Colusa County adopted a comprehensive update to its General Plan on July 31, 2012. More recently, County staff processed an update to the Housing Element under the 5-year housing element cycle, which was approved by the Board of Supervisors and certified as complete by the State Department of Housing and Community Development in 2020. In this effort, County staff obtained approval to process future Housing Element Updates on an eight-year cycle with the next update in 2028.

The format and content of the Annual Progress Report have been prepared per the State's submittal requirements. This year, to provide a general overview of the Community Development Department activity, staff has also provided additional detailed information on applications processed in the Planning, Building, and Code Compliance Units and the Environmental Health Division.

POLICY CONSISTENCY

As required of Government Code Section 65400(a)(2), the Annual Progress Report serves as evidence of implementation of the County's General Plan policies and goals. By submitting the Progress Report to OPR and HCD, the County fulfills its statutory requirements to report certain housing information that shows progress in the local agency's efforts in meeting its share of regional housing needs. The Progress Report is also a tool for understanding how the implementation of the General Plan is proceeding and whether changes are necessary to ensure that the original intent of the adopted General Plan policies and goals are being met.

Prior Board Action

An annual report is presented to the Board each year.

Fiscal Impact/Funding Source

The cost of staff time to prepare the report is included in the Planning Unit's annual budget.

Action for the Clerk

Please provide a Certified Minute Order to the Community Development Director once completed.

ATTACHMENTS:

- General Plan Annual Progress Report 2024 (PDF)
- Appendix A GOV_65400 (PDF)
- Appendix B (PDF)

General Plan Annual Progress Report

Year 2024

County of Colusa

Prepared by Colusa County
Department of Community Development
1213 Market Street
Colusa, CA 95932
(530) 458-0480

April 22, 2025

Attachment: General Plan Annual Progress Report 2024 (10387 : Presentation on the 2024 General Plan Annual Progress Report)

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III.	General Plan Elements	13
IV.	General Plan and Zoning Code Updates	13
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VI.	Conclusion	14

Appendix "A"	Government Code Section 65400
Appendix "B"	Housing and Community Development Annual Housing Element Progress Report Forms (Attached)
Appendix "C"	General Description of the County's 11 General Plan Elements

Attachment: General Plan Annual Progress Report 2024 (10387 : Presentation on the 2024 General Plan Annual Progress Report)

I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)[1].

The purpose of this document is to report on Colusa County's progress in implementing its General Plan. The document was provided to the Planning Commission and Board of Supervisors for their review on March 6, 2024 and April 23, 2024 respectively, and will be submitted to California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) per State law.

Background

The County adopted a comprehensive update to its General Plan on July 31, 2012. The planning process for the update took several years, many public hearings and meetings, and substantial effort on the part of County staff, the Board of Supervisors, the Planning Commission, local organizations, interest groups, and the general public.

The Plan replaced, reformatted, and updated the County's General Plan in its entirety. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-day basis in the County's planning processes:

- Background Report
- Issues and Opportunities Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The entirety of the General Plan is available on the County's website at the following link: https://www.countyofcolusaca.gov/137/General-Plan.

Informational Document

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306, Information Collection.

[1] General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Please refer to https://www.hcd.ca.gov/planning-and-community-development/annual-progress-reports

Attachment: General Plan Annual Progress Report 2024 (10387 : Presentation on the 2024 General Plan Annual Progress Report)

Organization

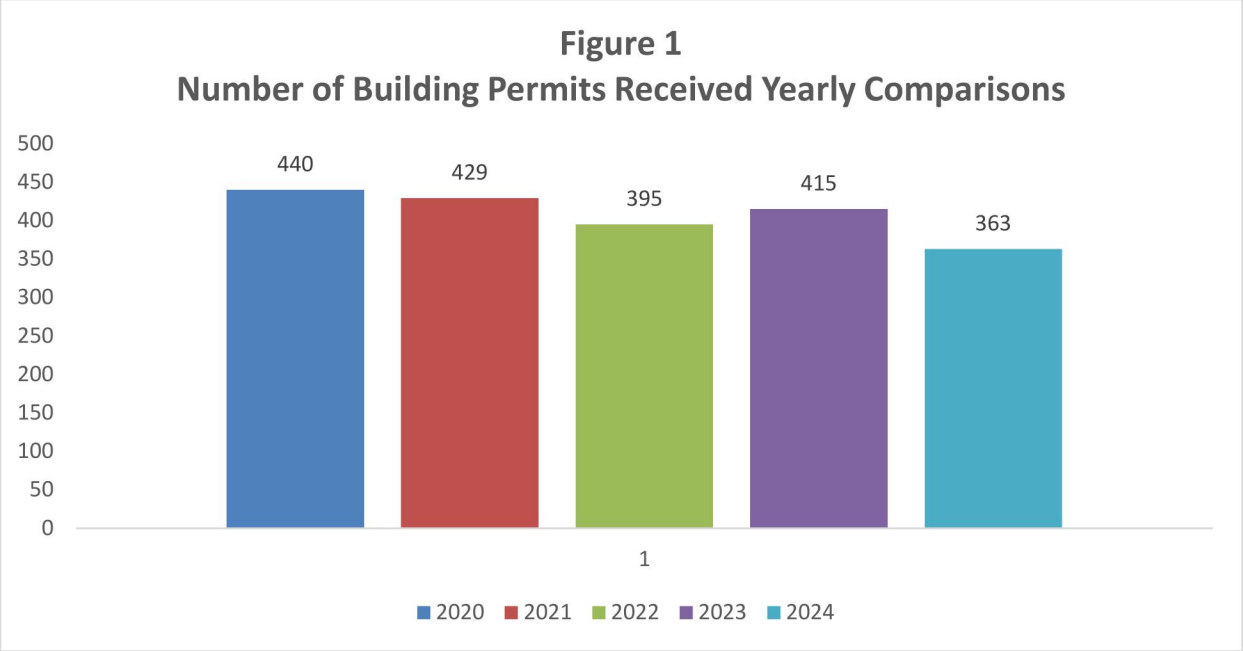
The format of the report includes the introduction, a summary of projects and accomplishments, and information on each General Plan element. Following these sections, the County's continuing efforts to address minor implementation issues, compliance activities, and changes in state law requiring updates to the General Plan and Zoning Ordinance are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

II. Plans, Projects, and Accomplishments

The Colusa County Community Development Department is comprised of six different functions including Building, Planning, Environmental Health, Code Compliance, Water Resources, and Economic & Community Development. The following discussion provides a brief overview of the activities of the building unit, planning unit, environmental health division, and the code compliance unit in 2024.

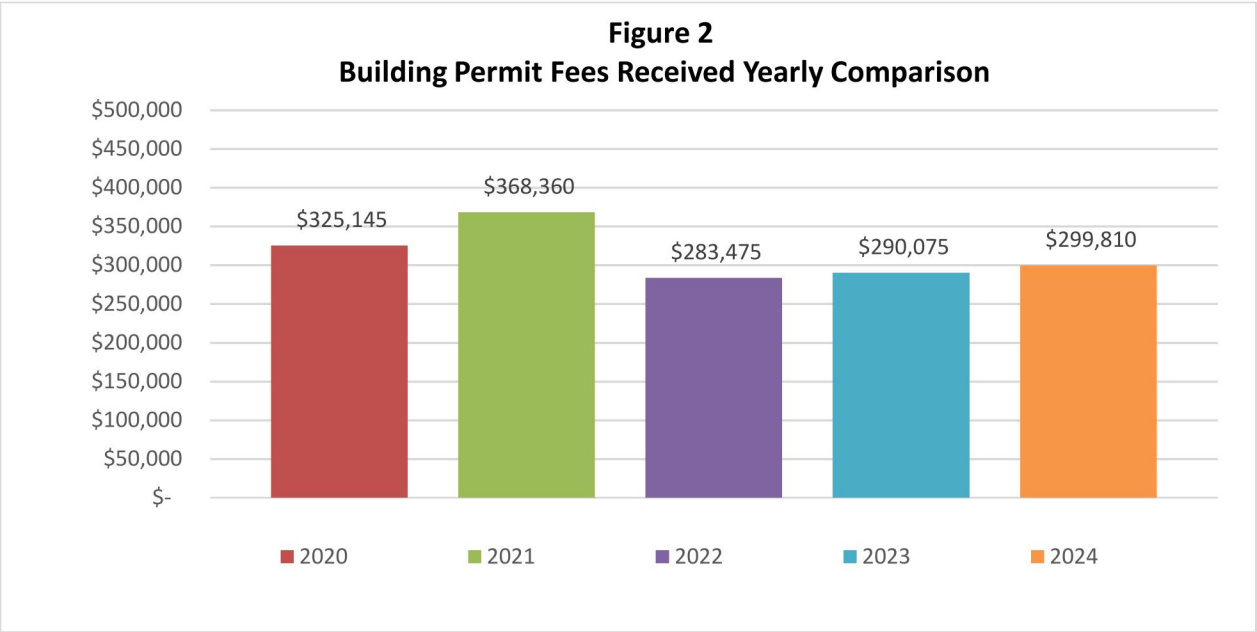
Building Unit

As shown in Figure 1 below, the County's Building Unit received 363 building permit applications in 2024, a decrease over the number of building permits received in 2023 (415).

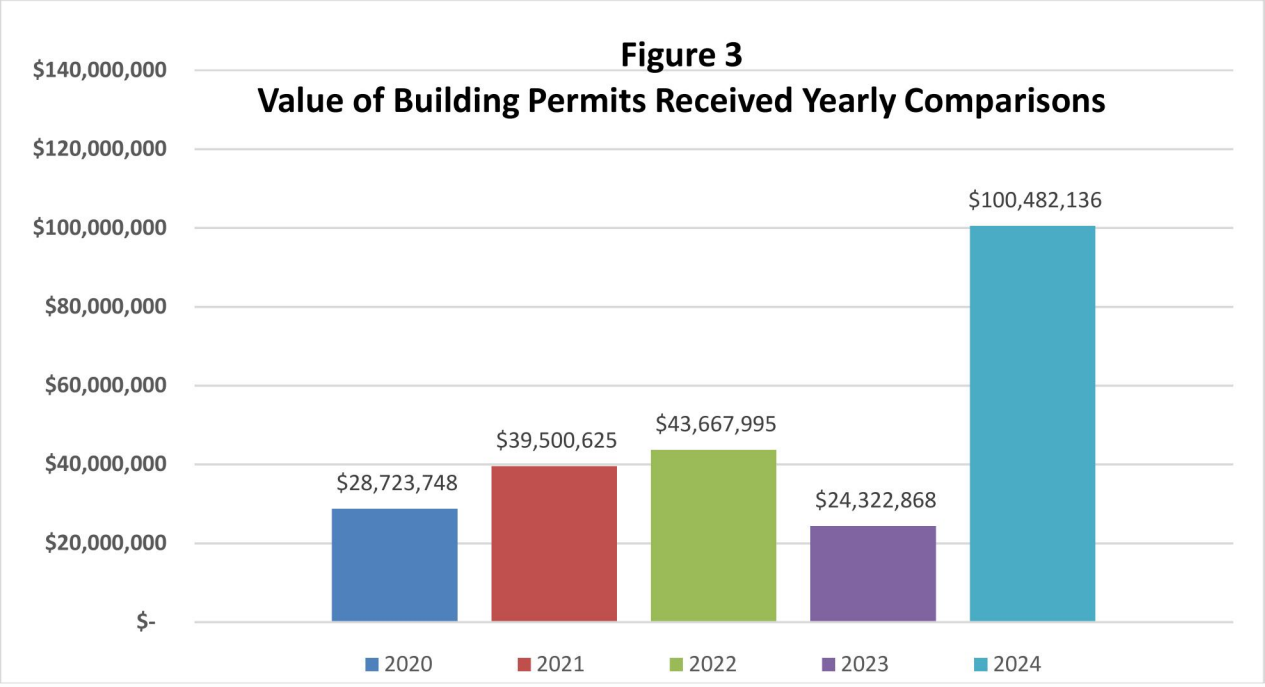


As shown in Figure 2, revenue received in 2024 totaled just over $299,810; a slight increase over the revenue received in 2023 ($290,000) and generally in line with the number of permits received.

Attachment: General Plan Annual Progress Report 2024 (10387 : Presentation on the 2024 General Plan Annual Progress Report)



Since building permit revenue (plan checks and permits fees) is derived from the valuation of the building permits, it was expected that the valuation of 2024 ($100,482,136) building permits would be slightly greater than that of the valuation of 2023 building permits. However, as shown in Figure 3, the valuation of building permits received in 2024 was 4 times higher than that of the 2023 building permits, and was significantly higher than any other period in the last 5 years.



The primary reason that the valuation for permits in 2024 was higher than expected is that there was a significant number of permits submitted for large building jobs with valuations exceeding $1 million. The average value of permits submitted in 2024 was just increased to $276,810,

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while the average value of permits submitted in 2023 was just over $58,000.

In addition to the increased number of permits with higher valuation amounts in 2024, a major factor that led to an increase in the 2024 building permit valuation were the multiple building permits for the County's new Detention and Treatment Facility exceeding a valuation of $29,000,000. The new Detention and Treatment Facility building permits result in a skewing of the 2024 valuation, and it is anticipated that the valuation for in 2025 will be closer to the valuations in 2020 and 2021.

Additionally, the Development Impact Fee revenue for 2024 was $201,195.

Planning Unit

Table 1 below shows the number of applications submitted to the Planning Unit from 2020 through 2024. This information is shown graphically in Figure 4.

As is shown, in 2024 a total of 34 planning applications were submitted; the lowest number since 2022 when a total of 36 applications were filed, and nearly a 38% decrease from the 55 applications filed in 2023. Use Permit (13) (signs, temporary uses, accessory dwelling units, and animal density permits) were the most frequently filed applications, followed by Lot Line Adjustment (10) applications, Rezones (5), and Administrative Permits (3) (including minor use permits and temporary use permits). These planning applications are in addition to the 40 Zoning Verifications processed in 2024.

Table 1
Number of Planning Permits Submitted

	2020	2021	2022	2023	2024
GPA's	1	2	1	3	0
Rezones	1	5	4	4	5
Maps	7	6	1	3	1
UP's	5	9	4	7	13
LLA's	19	5	10	12	10
Variances	2	4	3	5	2
Admin	12	6	10	7	3
HOP	0	1	3	14	0
TOTALS	47	38	36	55	34

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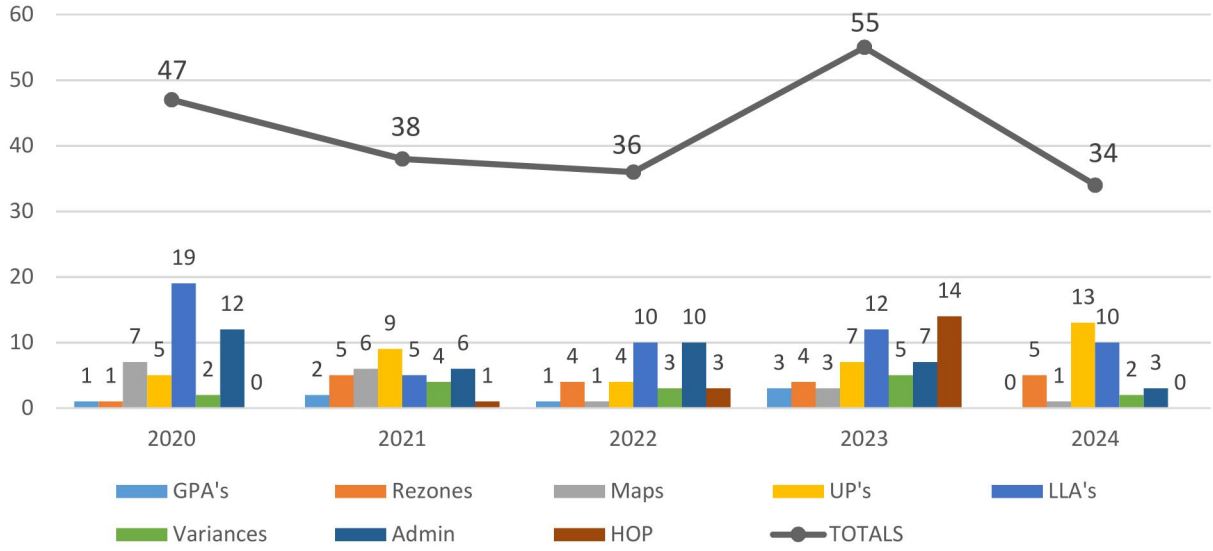
Figure 4
Number of Planning Permits Submitted Yearly Comparisons



Environmental Health Division

Table 2 below shows the number of food facility inspections that were performed by the Environmental Health Division from 2020 through 2024. This information is shown graphically in Figure 5.

Table 2
Food Year Over Year Comparison

Month	2020	2021	2022	2023	2024
January	33	14	25	28	24
February	27	16	38	26	20
March	20	17	42	29	27
April	-	17	38	32	26
May	9	19	32	25	20
June	34	26	33	18	17
July	29	18	14	17	18
August	33	4	4	25	27
September	38	12	13	30	31
October	11	26	20	27	29
November	12	53	-	23	31
December	10	11	46	27	17
TOTAL	**256**	**233**	**305**	**307**	**287**

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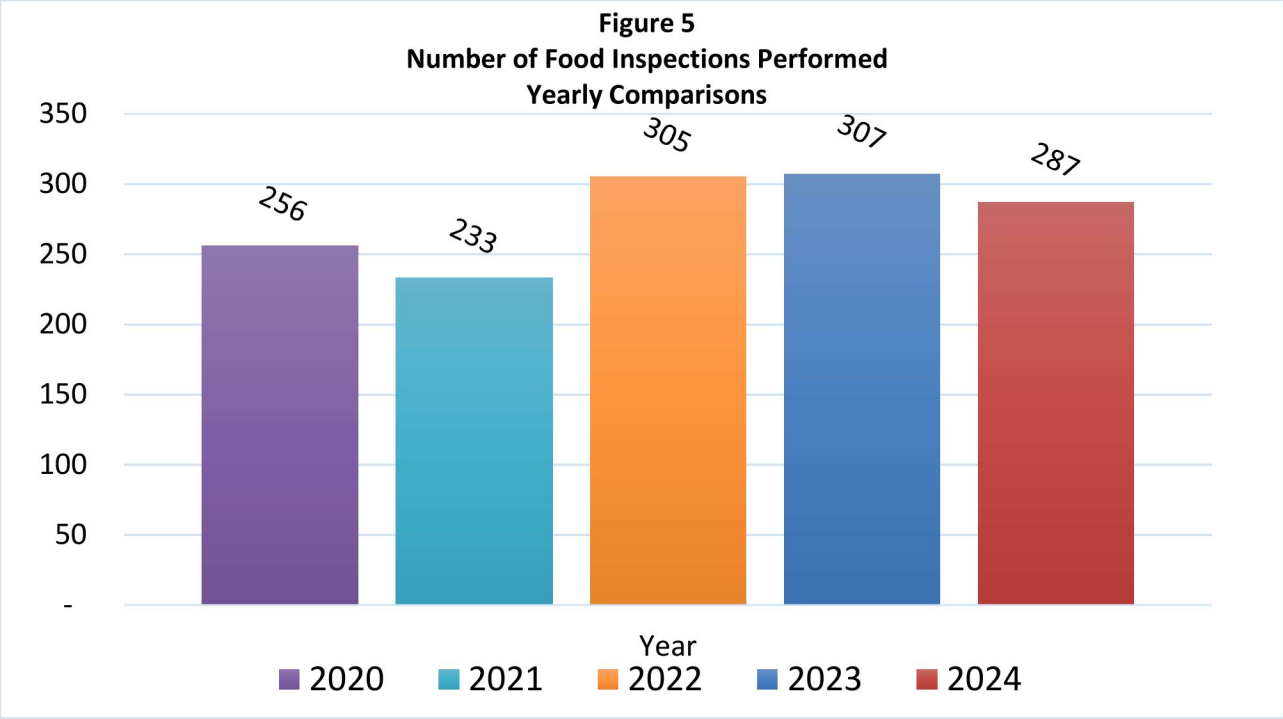

As is shown, in 2024 a total of 287 food facility inspections were performed; a slight decrease from 2023. These inspection numbers are in addition to the re-inspections or inspections at our 18 Temporary food events who have multiple vendors. There are currently some 160 food facilities throughout the County. State regulations require at least one inspection each year but the Division has a goal of conducting two inspections per facility per year. The reason is that the more frequent the inspection, the better the opportunity to establish good working relationships with the operators and also compliance issues can be caught at the earliest possible time before they become a larger issue. During 2024, the Division hired two new inspectors who were in training the majority of the year, which temporarily impacted the frequency of inspections. Despite this challenge, the Division worked hard at meeting the 2-inspection per year per facility goal and was just short at 1.80 inspections per facility on average.

Table 3 below shows the number of Certified Unified Program Agency (CUPA) inspections that were performed by the Environmental Health Division from 2020 through 2024. CUPA inspections involve hazard materials that are used and/or sold by business throughout the County. This information is shown graphically in Figure 6.

As is shown, in 2024 a total of 221 CUPA inspections were performed; slightly more than the number of inspections in 2023 (213). As expected, the 2024, 2023 and 2022 number of inspections were lower than the number of inspections performed in 2021 and 2020. The basic reason is that during 2021 and 2020 additional inspections were performed to implement the current inspection goal to maintain a six-month buffer of the required inspections. The Environmental Health Division continues to meet the goal and are currently 6 months ahead of schedule. Normally, underground tank inspections are required annually and inspections for the other CUPA programs (above ground tanks, hazardous materials, hazardous waste, and Cal ARP station source facilities) are mandated once every three years.

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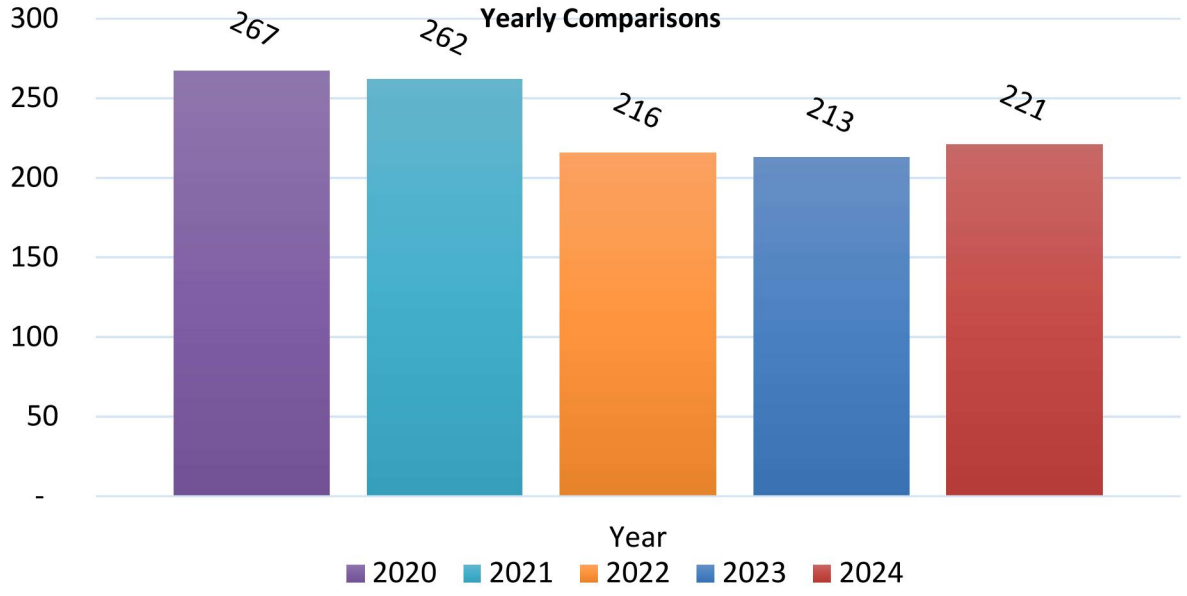
The Colusa County Environmental Health Division was awarded the Outstanding Rural CUPA Award at the 2024 Annual CUPA Conference. The Environmental Health Division was nominated by Cal EPA (state agency) for the department's great work in the CUPA program. Environmental Health was awarded a grant in the amount of $45,500.00 to purchase a new vehicle for inspection use. This is the third time the Environmental Health Division has successfully applied for this vehicle grant.

Table 3
CUPA Year Over Year Comparison

Month	2020	2021	2022	2023	2024
January	31	20	23	13	19
February	23	30	19	12	22
March	31	32	18	21	20
April	12	22	7	16	19
Mau	10	24	26	13	15
June	23	21	13	32	24
July	17	19	18	18	17
August	18	18	24	19	23
September	31	26	14	18	14
October	37	19	23	15	14
November	19	21	14	14	22
December	15	10	17	22	12
TOTAL	**267**	**262**	**216**	**213**	**221**

Figure 6
Number of CUPA Inspections Performed
Yearly Comparisons



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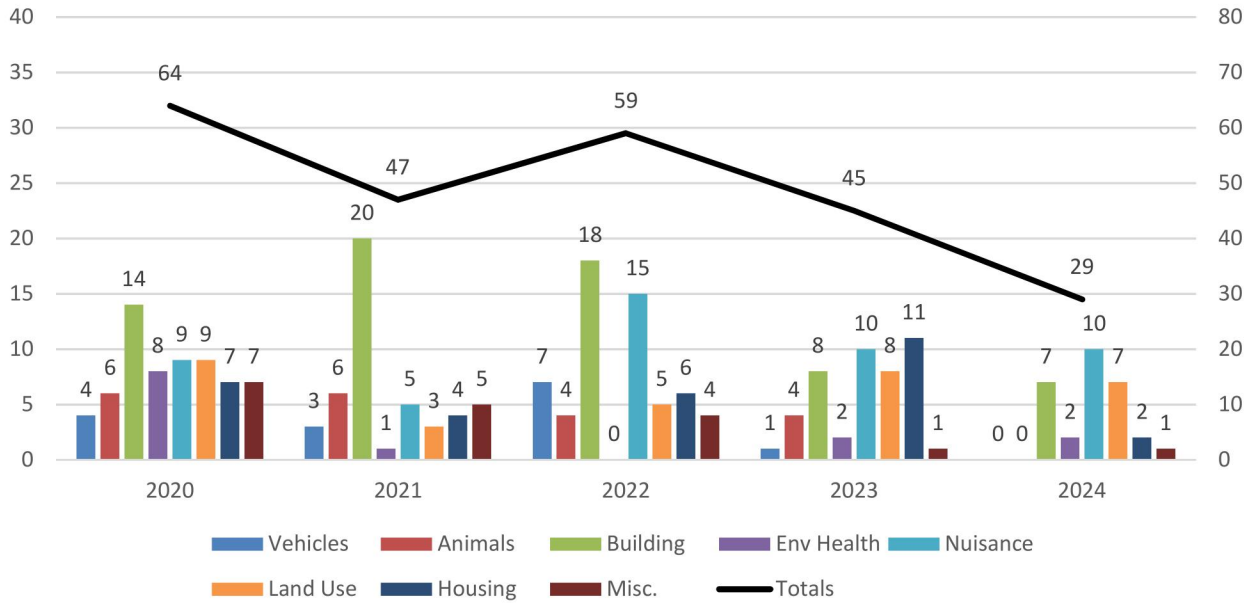
Code Compliance Unit

Table 4 below shows the number of code compliance complaints that were performed by the Code Compliance Unit of the Community Development Department from 2020 through 2024. This information is shown graphically in Figure 7.

Table 4
Code Compliance Complaints Yearly Comparisons

Category	2020	2021	2022	2023	2024
Vehicles	4	3	7	1	0
Animals	6	6	4	4	0
Building	14	20	18	8	7
Env Health	8	1	0	2	2
Nuisance	9	5	15	10	10
Land Use	9	3	5	8	7
Housing	7	4	6	11	2
Misc.	7	5	4	1	1
Totals	***64***	***47***	***59***	***45***	***29***
Percent Closed	***95%***	***96%***	***80%***	***64%***	***76%***

Figure 7
Code Compliance Complaints Yearly Comparisons



As is shown, in 2024 a total of 29 code compliance complaints were submitted, the lowest in the last 5 years. Over the last 5 years the number of filed complaints has fluctuated from a high of 64

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complaints received in 2020, down to 45 complaints in 2023, up to 59 complaints in 2022, and back down to 47 complaints in 2021. In 2024, the greatest number of complaints received involved substandard housing (2 – basically unpermitted occupancy of recreation vehicles), closely followed by public nuisances (10 – odor, noise, garbage, etc…) and zoning violations (7 – unpermitted uses) and building violations (7 – unpermitted building activity.)

Table 4 also shows the success rate of closing code compliance complaints. As is shown, the success rate of closing cases declined from a high of 96% in 2021, to 80% in 2022, and 64% in 2023, but increased to 76% in 2024. The principal reason for the decline in case closure over the prior years was that at the end of 2021, the County's Building Inspector accepted another job and the County's Code Compliance Officer back filled the vacancy by providing building inspection support throughout 2022 and into 2023. The Code Compliance officer had been cross trained to perform a number of typical building inspections and he spent more than 50% of his time providing building inspection support during that timeframe. In February 2023, the vacant building inspector position was filled, and the Code Compliance Officer was able to resume his focus on closing code compliance complaints.

With respect to the closure rate in 2024, the department carried over vacant Assistant and Associate Planner positions from 2023 until February 2024. During that time, both the Assistant Planner's responsibilities and the Associate Planner's responsibilities were divided between the Community Development Director, the Principal Planner, and the County's Code Compliance Officer. This division of labor continued until a new Assistant Planner was hired. Unfortunately, due to a resignation, the Assistant Planner position was again vacant in October 2024. For the remainder of 2024, the Code Compliance Officer was again tasked with providing support in the Planning Unit. The 76% closure rate in 2024 can partially be attributed to the Code Compliance Officer spending considerable time providing planning support throughout 2024. In December 2024 an Associate Planner was hired, and it is anticipated that the Code Compliance Officer will be able to spend a greater percentage of time performing code compliance duties in 2025; although cross training in both building and planner functions will continue.

Projects Reviewed During 2024

The following list of projects are the most notable projects processed by the Planning Commission and Board of Supervisors in 2024.

General Plan Amendments:

- **PD-23-50:** ***Community Development Department***
  - The Board of Supervisors approved a General Plan Amendment to the Public Safety Element to reference the County's Local Hazard Mitigation Plan.

Tentative Parcel Maps:

- ***PD-24-9: Brien Hamilton, Kathleen Mayberry Trust***
  - The Planning Commission approved a Tentative Parcel Map for Brien Hamilton on behalf of the Kathleen R. Mayberry Trust.

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- ***PD-23-29: Joseph and Cynthia Kalfsbeek, Asa and Mary Kalfsbeek***
  - The Planning Commission approved a Tentative Parcel Map for Joseph and Cynthia Kalfsbeek, and Asa and Mary Kalfsbeek.

Variances:

- ***PD-24-4: McHale Sign Co. Inc.***
  - The Planning Commission approved a sign Variance for the Flyers' Arbuckle gas station sign.

Use Permits:

- **UP-20-01:** ***Janus Solar Appeal***
  - The Board of Supervisors upheld the Planning Commission's denial of the Use Permit for the Janus Solar electrical generating and battery storage project on the grounds that it was not consistent with the County's General Plan.

- ***PD-24-5: Wilbur Hot Springs Resort Facility***
  - The Planning Commission approved a Use Permit to allow the permanent use of eight (8) residential trailers and four (4) park trailers for massage rooms, previously approved for a temporary five year period for the existing Wilbur Hot Springs resort Facility

- ***PD-24-11: EnviroPro Energy Company, LLC.***
  - The Planning Commission approved a Use Permit to allow the distribution of liquid propane gas on property zoned Exclusive Agriculture (E-A).

- ***PD-23-43: Westervelt Ecological Services, LLC.***
  - The Planning Commission approved a Use Permit for the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank.

- ***PD-24-29: CarbonZero.Eco***
  - The Planning Commission approved a Use Permit to establish a biochar (soil amendment) processing facility (Cortina Hulling Biochar).

- ***PD-24-21: River Partners, Inc.***
  - The Planning Commission approved a Use Permit for the Sacramento River Floodplain Enhancement Project at Rancho Caleta.

Zoning Amendments:

- ***PD-24-12: Daurice Kalfsbeek Smith***
  - The Board of Supervisors approved a Planning Commission recommendation approving a Small Residential Agricultural Parcel Overlay Zoning Map Amendment and a Tentative Parcel Map contingent upon the Board's approval of said Overlay Zoning Map Amendment.

- ***PD-24-28: Community Development Department***

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- The Board of Supervisors approved a Planning Commission recommendation approving a Zoning Text Amendment revising the setbacks for Telecommunication Facilities in Industrial Zoning Classifications.

➢ ***PD-24-33 : Community Development Department***

- The Board of Supervisors approved a Planning Commission recommendation approving a Zoning Text Amendment to amend the use table for Religious Facilities and Institutions in Rural Residential (RR), Residential Single-Family (R-1), and Residential Two-Family (R-2) zones and an amendment to the definition of "Religious Facilities and Institutions" to correct a spelling error and to expand the definition to include other ancillary uses to the primary religious use.

Other Projects:

➢ ***Announcement: AD-Hoc Committee***

- The Board of Supervisors announced the formation of an Planning Commission Ad-Hoc Committee to work with staff on General Plan and Zoning issues relating to the siting of solar projects on agriculturally designated land.

➢ ***Initiation: Sites Area and Maxwell Community Plans***

- The Board of Supervisors initiated the development of the Sites Area and Maxwell Community Plans.

➢ ***Designation: Administrative Hearing Officers***

- The Board of Supervisors designated Charles T. Yerxa, Jr., Esq., Angeles S. Carrion, Esq., and Sukhraj Pamma, Esq., as the County's Administrative Hearing Officers to conduct administrative hearings pursuant to County Code section 42010(d).

➢ ***Agreement: Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank***

- The Board of Supervisors approved the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank Credit Reservation and Discount Agreement.

➢ ***Agreement: CUPA Forum Environmental Protection Trust Fund***

- The Board of Supervisors approved a 2-year grant agreement with the CUPA Forum Environmental Protection Trust Fund, through the County's Environmental Health Division.

➢ ***CDBG: Karen's House***

- The Board of Supervisors approved the submittal of a revised Program Income Only Community Development Block Grant (CDBG) application for the lease and rehabilitation of property to establish a temporary shelter for victims of domestic violence.

➢ ***Ordinance: Refund Process***

- The Board of Supervisors adopted an Ordinance establishing the process to determine the refund amount of Building Permit fees.

➢ ***Contract: Luhdorff & Scalmanini***

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- The Board of Supervisors approved a contract with Luhdorff & Scalmanini, Consulting Engineers (LSCE) to prepare the County's Drought Resiliency Planning Report.

➢ ***Memorandum of Understanding: Sites Project Authority***

- The Board of Supervisors approved a MOU with the Sites Project Authority for creation and implementation of the General Plan's Sites Reservoir Area Plan and the Maxwell Community Plan.

III. General Plan Elements

The General Plan details the County's guiding principles and blueprint for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan which includes seven mandatory elements. The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD).

The Colusa County General Plan consists of the following 7 mandatory and 4 optional Elements:

- Agriculture Element (optional)
- Circulation Element
- Community Character Element (optional)
- Conservation Element
- Economic Development Element (optional)
- Housing Element
- Land Use Element
- Noise Element
- Open Space and Recreation Element
- Public Services and Facilities Element (optional)
- Safety Element

Subtopics are included in the elements to meet California's requirements. Based upon the County's adoption of an updated Housing Element in 2020, some updates to other elements of the General Plan, such as the Safety Element, may be required over the course of the next few years. Please see Appendix "C" for a general description of the various General Plan Elements.

IV. General Plan and Zoning Code Updates

As previously mentioned, the County comprehensively updated its General Plan on July 31, 2012. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. The County adopted a revised Zoning Code on August 26, 2014.

In 2024, County staff continued to identify and address minor implementation issues based on specific projects, compliance activities, and changes in state law that affect these land use

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documents. Amendments were completed addressing these issues. This update approach continues on an as-needed basis.

V. State Annual General Plan Report Forms

Appendix "B" shows the completed State required reporting forms detailing the issued, finaled, and demolished residential housing permits in 2024. As shown on Table B or Appendix B, in 2024 zero very low income unit (classified as extremely low income), three low income units, four moderate income housing units, and four above moderate income housing units were issued building permits and added to the County's housing stock for purposes of satisfying the regional housing numbers. Table 2A of Appendix "B" details that a total of 1 new dwelling unit was issued a Certificate of Occupancy in 2024. This represents a net negative of 1 dwelling units as there were 2 dwelling units which were demolished.

VI. Conclusion

The General Plan is the County's blueprint and guiding vision for future development. Upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process. The County has and continues to find opportunities for its citizens to be involved with its planning efforts.

The County participated in many planning activities in 2024, as identified in this report, and continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. Updates to the remainder of the General Plan and the zoning ordinance are expected to continue to move forward in 2025.

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APPENDIX "C"
Description of Colusa County's General Plan Elements

Agriculture Element

Agriculture and the related agricultural industries help define the character of Colusa County and are essential to Colusa County's economy. The Agriculture Element sets goals, objectives and policies for the protection of agricultural lands, the expansion of agricultural operations, and to minimize conflicts between agricultural and non-agricultural land uses.

The policies in the Agriculture Element seek to preserve and protect agricultural land and maintain agriculture as the County's most critical land use and resource. By monitoring the conversion of agricultural lands located outside of urban and urban reserve areas to non-agricultural uses utilizing the policies in this element the County is able to ensure the protection of the County's greatest natural asset, its agricultural lands.

Circulation Element

Colusa County's preservation of agricultural land and the concentration of growth within established urban areas have created a unique transportation system. Most travel in the County is by automobile on the rural roadway network and mainly serves the small communities and agricultural uses.

The Circulation Element provides policies for decisions concerning the countywide transportation system. This element is closely correlated with the Land Use, Housing, Open Space, Noise, and Safety Elements as well as the Colusa County Regional Transportation Plan.

Projects are reviewed to minimize impacts, provide for parking, and optimize transportation access. When applicable, implementation of appropriate transportation control measures to reduce vehicle miles traveled and traffic congestion are required.

As a Regional Transportation Planning Agency, the Colusa County Transportation Commission continues to work with the cities of Colusa and Williams as well as CalTrans and the US Forest Service to provide and sustain a viable rural public transportation system and is currently in the process of updating its Regional Transportation Plan. The Colusa County Transit Agency continues to provide transit services throughout the County and beyond.

Community Character Element

The rural character, small-town feel, and quality of life that distinguish the individual unincorporated communities are unique to Colusa County. The Community Character Element builds on the Land Use Element and identifies desired characteristics and mix of uses with the County's individual communities by identifying the relationship between its residents and the built environment.

The element's policies ensure the protection of the rural qualities that make the County's communities unique. Each development project is reviewed to ensure the needs, challenges, and opportunities unique to the individual community are addressed.

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With the Sites Reservoir project moving forward General Plan policies are in place that will ensure the community of Maxwell will be able to capitalize on economic development opportunities created by increased visitors to the area, while maintaining the character of the community. By emphasizing aesthetic and design standards, the historic character of Maxwell will be maintained while also being the gateway to recreation opportunities in the western portion of the County.

Conservation Element

Colusa County is home to a wide array of natural resources, waterways, wildlife habitat and historical resources. The Conservation Element addresses the conservation, development and utilization of natural resources which includes forests, soils, rivers and other waters, wildlife, and minerals. Energy conservation, air quality, and the preservation of cultural and historical resources are addressed. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes.

Mineral resource development is encouraged. The County reviews projects to ensure compliance with the Surface Mining and Reclamation Act (SMARA) and other regulations providing oversight for reclamation plans. The Use Permit process for establishment of natural gas wells in the County allows for the review needed to make sure that wildlife, water, agriculture, and other environmental factors are not adversely affected. These policies ensure the protection of mineral and natural gas resources while avoiding land use conflicts from mining and resource extraction activities. The County continues to work with State and Federal agencies to encourage appropriate mineral production.

The Environmental Health Division provides oversight and permitting for potable water and wastewater treatment systems in order to ensure a sustainable and long-term supply of safe and reliable water that supports the needs of County residents, businesses, and agricultural operations. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity.

The County continues to consult with tribal intergovernmental representatives to conserve and protect cultural and historical resources. Cooperation with the two incorporated cities, special districts, and State and Federal agencies continues to preserve the County's cultural heritage, historical and archaeological structures, sites, and landmarks.

Economic Development Element

Colusa County recognizes the importance of supporting existing and local business while broadening the economy to meet the needs of a growing population. The Economic Development Element supports the County's agricultural heritage while encouraging development of new businesses, such as distribution, production, and packaging that are related to the agricultural and farm operations prevalent in Colusa County.

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The County's CDBG program is administered by the Community Development Department's Community and Economic Development Unit. The Community and Economic Development Unit is currently working with the Community Economic Development Committee on updates/revisions to the County's existing CDBG programs as needed. In addition, the County continues to partner with other local economic development partners to capitalize on economic development resources to continue to attract business and development.

Housing Element

Meeting the housing needs of Colusa County's residents as well as accommodating the unincorporated County's share of regional housing needs in an important goal for the County.

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. The current Housing Element was adopted in 2020, which was certified by HCD the next update being due in 2028. The County continually strives to support access to safe and decent housing for all income groups.

The County continues to work with service providers to provide for the needs of lower-income households, the disabled, and other special needs populations, per the direction provided in the Housing Element.

Land Use Element

Colusa County has a strong commitment to ensuring that the County's rural quality of life will be maintained, its agricultural heritage will be preserved, and its economic base will grow.

The Land Use Element provides for the preservation of the rural and agricultural character of Colusa County while allowing for economic development. The Land Use Map depicts the County's vision for how open space, agricultural, commercial, industrial, and other uses will occur in the County. Residential and commercial growth is focused in and around existing communities. Industrial uses will occur near the primary transportation corridors and on agricultural lands, when the uses directly relate to agricultural activities.

Land use designations are specified, defined, and mapped in the Land Use Maps. The land use designations correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued. Potential impacts from new development are assessed under CEQA.

The County actively participates in the Sites Project Joint Powers Authority to plan and develop the Sites Reservoir. With the continued momentum of the Sites Reservoir Project the Land Use Element contains Goals, Objectives, and Policies to provide for orderly, well-planned, and compatible growth associated with the Sites Reservoir and surrounding area. When the final boundaries for the Sites Reservoir are determined a Site's Area Plan will be developed to guide land uses for that area.

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Noise Element

Noise in Colusa County is generated by a variety of sources such as; vehicle traffic, airport operations, agricultural activities, and industrial operations. Colusa County aims to protect its residents and visitors from the harmful and annoying effects of exposure to excessive noise.

The Noise Element contains goals and policies that seek to reduce community exposure to excessive noise levels through the establishment of noise level standards for a variety of land uses. Table N-1 and Table N-2 of the Noise Element provide performance standards and maximum allowable noise exposure levels for the County. Through the review of development projects and the CEQA process Colusa County prevents incompatible land uses from encroaching upon existing or planned noise-producing agriculture, industries, airports and other sources.

Open Space and Recreation Element

Colusa County's greatest assets are its rural atmosphere, open space, wildlife refuges, rivers and scenic vistas. Representing over 75 percent of the land base, agriculture vastly contributes to the County's open space character. There is a great many opportunities for outdoor recreational activities in Colusa County including; hunting, fishing, camping, OHV use, bicycling, hiking, bird watching, and boating to name just a few.

Park facilities and recreational opportunities cannot exist without open space. The Open Space and Recreation Element provides goals and policies addressing parks and recreation issues. This element works hand in hand with the Agricultural Element which is a critical part of preserving the County's vast open space agricultural land base. This ensures a balance between open space preservation with the economic needs of the County.

The County continues to encourage the expansion of access to the Sacramento River, the Mendocino National Forest, and East Park Reservoir. East Park Reservoir is operated and maintained by the Public Works Department. Public Works staff continues to market East Park Reservoir through social media and other outlets promoting its recreational possibilities and thereby increasing its popularity and usage.

Public Services and Facilities Element

Colusa County has various local public agencies and special districts that provide a range of utilities and public services that are an important part in maintaining the high quality of life in the County. These services include water supply, wastewater disposal service, solid waste services, fire protection and emergency medical services, law enforcement, schools libraries and museums, and county government services. The Public Services and Facilities Element provides goals and policies addressing these special districts and services in order to facilitate the expansion and the efficiency of the services they provide.

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Safety Element

The Safety Element works to reduce hazards regarding air quality, floods, wildfires, geology and seismicity, noise, and airport operations. The County evaluates air quality issues for major discretionary projects consulting with the Colusa County Air Pollution Control District. Building permits and other development proposals are reviewed for flooding, fire, and faulting hazards. As part of the development review process, new development and expansion proposals near the Colusa County Airport as well as private airstrips are reviewed for consistency with setbacks, land use restrictions, and height as determined by the Federal Aviation Administration (FAA) and the Colusa County Airport Land Use Commission. FEMA Flood Maps for the Maxwell area, Williams area, and Arbuckle area were updated in 2015. DWR and FEMA Conducted a community assistance audit in 2021. As a result, the County has updated the Flood Damage Prevention Ordinance in 2022 and FEMA has updated the Flood Maps throughout the County with the news maps became effective March 27, 2024.

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STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65400

65400. (a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) (i) The progress in meeting its share of regional housing needs determined pursuant to Section 65584, including the need for extremely low income households, as determined pursuant to paragraph (1) of subdivision (a) of Section 65583, and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

(ii) The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of standards, forms, and definitions adopted by the Department of Housing and Community Development. The department may review, adopt, amend, and repeal the standards, forms, or definitions to implement this article. Any standards, forms, or definitions adopted to implement this article shall not be subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2. Before and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. The report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

(iii) The report may include the number of units that have been completed pursuant to subdivision (c) of Section 65583.1. For purposes of this paragraph, committed assistance may be executed throughout the planning period, and the program under paragraph (1) of subdivision (c) of Section 65583.1 shall not be required. The report shall document how the units meet the standards set forth in that subdivision.

(iv) The planning agency shall include the number of units in a student housing development for lower income students for which the developer of the student housing

Attachment: Appendix A GOV_65400 (10387 : Presentation on the 2024 General Plan Annual Progress Report)

development was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915.

(C) The number of housing development applications received in the prior year, including whether each housing development application is subject to a ministerial or discretionary approval process.

(D) The number of units included in all development applications in the prior year.

(E) The number of units approved and disapproved in the prior year.

(F) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(G) A listing of sites rezoned to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory required by paragraph (1) of subdivision (c) of Section 65583 and Section 65584.09. The listing of sites shall also include any additional sites that may have been required to be identified by Section 65863.

(H) (i) The number of units of housing demolished and new units of housing, including both rental housing and for-sale housing and any units that the County of Napa or the City of Napa may report pursuant to an agreement entered into pursuant to Section 65584.08, that have been issued a completed entitlement, a building permit, or a certificate of occupancy, thus far in the housing element cycle, and the income category, by area median income category, that each unit of housing satisfies. That production report shall do the following:

(I) For each income category described in this subparagraph, distinguish between the number of rental housing units and the number of for-sale units that satisfy each income category.

(II) For each entitlement, building permit, or certificate of occupancy, include a unique site identifier that must include the assessor's parcel number, but may also include street address, or other identifiers.

(ii) For the County of Napa and the City of Napa, the production report may report units identified in the agreement entered into pursuant to Section 65584.08.

(I) The number of applications submitted pursuant to subdivision (a) of Section 65913.4, the location and the total number of developments approved pursuant to subdivision (c) of Section 65913.4, the total number of building permits issued pursuant to subdivision (c) of Section 65913.4, the total number of units including both rental housing and for-sale housing by area median income category constructed using the process provided for in subdivision (c) of Section 65913.4.

(J) If the city or county has received funding pursuant to the Local Government Planning Support Grants Program (Chapter 3.1 (commencing with Section 50515) of Part 2 of Division 31 of the Health and Safety Code), the information required pursuant to subdivision (a) of Section 50515.04 of the Health and Safety Code.

(K) The progress of the city or county in adopting or amending its general plan or local open-space element in compliance with its obligations to consult with California Native American tribes, and to identify and protect, preserve, and mitigate impacts

Attachment: Appendix A GOV_65400 (10387 : Presentation on the 2024 General Plan Annual Progress Report)

to places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code, pursuant to Chapter 905 of the Statutes of 2004.

(L) The following information with respect to density bonuses granted in accordance with Section 65915:

(i) The number of density bonus applications received by the city or county.

(ii) The number of density bonus applications approved by the city or county.

(iii) Data from all projects approved to receive a density bonus from the city or county, including, but not limited to, the percentage of density bonus received, the percentage of affordable units in the project, the number of other incentives or concessions granted to the project, and any waiver or reduction of parking standards for the project.

(M) The following information with respect to each application submitted pursuant to Chapter 4.1 (commencing with Section 65912.100):

(i) The location of the project.

(ii) The status of the project, including whether it has been entitled, whether a building permit has been issued, and whether or not it has been completed.

(iii) The number of units in the project.

(iv) The number of units in the project that are rental housing.

(v) The number of units in the project that are for-sale housing.

(vi) The household income category of the units, as determined pursuant to subdivision (f) of Section 65584.

(b) (1) (A) The department may request corrections to the housing element portion of an annual report submitted pursuant to paragraph (2) of subdivision (a) within 90 days of receipt. A planning agency shall make the requested corrections within 30 days after which the department may reject the report if the report is not in substantial compliance with the requirements of that paragraph.

(B) If the department rejects the housing element portion of an annual report as authorized by subparagraph (A), the department shall provide the reasons the report is inconsistent with paragraph (2) of subdivision (a) to the planning agency in writing.

(2) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

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(c) The Department of Housing and Community Development shall post a report submitted pursuant to this section on its internet website within a reasonable time of receiving the report.

(Amended by Stats. 2022, Ch. 657, Sec. 1.7. (AB 2653) Effective January 1, 2023.)

Attachment: Appendix A GOV_65400 (10387 : Presentation on the 2024 General Plan Annual Progress Report)

Jurisdiction	Colusa County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/01/2021 - 12/31/2028

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	3
Moderate	Deed Restricted	0
	Non-Deed Restricted	4
Above Moderate		4
Total Units		**11**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	6	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	3	1
Mobile/Manufactured Home	0	2	0
Total	**0**	**11**	**1**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	11	11
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of Applications**	**Units**
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	4
Sites Rezoned to Accommodate the RHNA	0

Attachment: Appendix B (10387 : Presentation on the 2024 General Plan Annual Progress Report)

Jurisdiction	Colusa County - Unincorporated
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/01/2021 - 12/31/2028

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bc Applic
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0		
															0				
															0				
															0	

Jurisdiction	Colusa County - Unincorporated
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/01/2021 - 12/31/2028

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits						
1					2	3	4							5	6	7						
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	0	0	0	3	0	4	4
	021-330-056	887 WILDWOOD RD, ARBUCKLE, CALIFORNIA 95912		BP-22027	ADU	O									0							
	015-050-011	015-050-011-000 NO STREET, 00000		BP-22328	SFA	O									0							1
	021-310-057	6560 GRANT AVE, ARBUCKLE, CALIFORNIA 95912		BP-22300	MH	O									0							
	021-340-0130	021-340-013 Boles Road, Arbuckle, CA 95912		BP-22273	ADU	O									0				1			
	010-300-062	4000 LEESVILLE LODOGA RD, STONYFORD, CALIFORNIA 95979		BP-22236	SFA	O									0							1
	022-064-020	302 11TH ST, COLLEGE CITY, CALIFORNIA 95912		BP-22223	MH	O									0						1	
	022-064-019	310 11TH ST, COLLEGE CITY, CALIFORNIA 95912		BP-22221	MH	O									0						1	
	015-350-016	3560 STATE HIGHWAY 45, COLUSA, CALIFORNIA 95932		BP-22189	SFA	O									0							1
	010-091-003	263 SUTTER ST, STONYFORD, CALIFORNIA 95979		BP-22172	SFA	O									0						1	
	013-140-009	357 COSNER AVE, MAXWELL, CALIFORNIA 95955		BP-22150	ADU	O									0				1			
	020-078-012	304 SECOND ST, ARBUCKLE, CALIFORNIA 95912		BP-22139	MH	O									0							
	022-090-007	7020 FRIEL RD, COLLEGE CITY, CALIFORNIA 95912		BP-22096	MH	O									0						1	
	010-330-028	4564 LODOGA STONYFORD RD, STONYFORD, CALIFORNIA 95979		BP-22091	ADU	O									0							
	010-330-028	4564 LODOGA STONYFORD RD, STONYFORD, CALIFORNIA 95979		BP-22090	SFA	O									0						1	
	012-050-038	7085 SPENCER RD, PRINCETON, CALIFORNIA 95970		BP-22057	SFA	O									0							
	015-380-019	015-380-019-000 NO STREET, 00000		BP-21933	SFA	O									0							1
	020-131-028	905 HALL ST, ARBUCKLE, CALIFORNIA 95912		BP-22204	ADU	O									0				1			

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		Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed U	
8	9	10							11	12	13	14	15	16	17	18	19	20	
Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units
	11	0	0	0	1	0	0	0		1	0							2	
	0									0		NONE	Y			Repurpose existing structure			
12/19/2024	1									0		NONE	Y					1	Demolished
	0									0		NONE	Y			Repurpose existing modular structure			
11/15/2024	1				1				12/18/2024	1		NONE	Y			Repurpose existing storage container			
11/14/2024	1									0		NONE	Y						
1/2/2025	1						1		3/5/2025	1		NONE	Y			Modular structure, less expensive construction costs			
11/25/2024	1						1		3/5/2025	1		NONE	Y			Modular structure, less expensive construction costs			
9/24/2024	1									0		NONE	Y						
9/16/2024	1									0		NONE	Y			Repurpose existing accessory structure			
10/16/2024	1									0		NONE	Y			Repurspose existing structure			
	0									0		NONE	Y			Modular structure, less expensive construction costs			
9/12/2024	1									0		NONE	Y			Modular structure, less expensive construction costs		1	Demolished
	0									0		NONE	Y			Small ADU structure			
10/28/2024	1									0		NONE	Y			Small residential structure			
	0									0		NONE	Y						
2/22/2024	1									0		NONE	Y						
10/25/2024	1									0		NONE	Y			Repurpose existing accessory structure			

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Units	Density Bonus				Notes
	21	22	23	24	25
Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
					Permit not issued, Plan check fees unpaid
O					
					Permit not issued, HCD permit required
					Permit not issued, plan check review comments
O					
					Permit not issued, Fire Development Impact Fees unpaid
					Permit not issued, Fire Development Impact Fees unpaid

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Jurisdiction	Colusa County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/01/2021 - 12/31/2028

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

Jurisdiction	Colusa County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/01/2021 - 12/31/2028

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1 RHNA Allocation by Income Level	Projection Period Projection Period - 01/01/2019-12/31/2020	2 2021	2022	2023	2024	2025	2026	2027	2028		3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Very Low	Deed Restricted	114	-	-	-	-	-	-	-	-	-	-	6	108
	Non-Deed Restricted		3	1	1	1	-	-	-	-	-	-		
Low	Deed Restricted	91	-	-	-	-	-	-	-	-	-	-	24	67
	Non-Deed Restricted		10	9	1	1	3	-	-	-	-	-		
Moderate	Deed Restricted	110	-	-	-	-	-	-	-	-	-	-	14	96
	Non-Deed Restricted		4	1	5	-	4	-	-	-	-	-		
Above Moderate		211	7	10	2	2	4	-	-	-	-	-	25	186
Total RHNA		526												
Total Units			24	21	9	4	11	-	-	-	-	-	69	457

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5 Extremely low-Income Need		2021	2022	2023	2024	2025	2026	2027	2028		6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*	57		-	1	1	-	-	-	-	-	-	2	55

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Colusa County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program HO 3-8 Annual Report	Prepare Annual Report	By April 1 Each Year	Ongoing
Program HO 3-14 Farm Labor Housing and Employee Housing	Ensure Conformity with State Requirments	Within One Year	Completed, Zoning Code was consistent
Program HO 3-1 Local Agency Accessory Dwelling Units	Increase Flexibility for ADUs	Within One Year	Completed. Zoning Ordinance Amendment allowing Tiny Homes as an ADU was adopted.
Policy HO 2 Encourage rehabilitation of homes in deteriorated condition	Retain Housing Stock	N/A	Amended General Plan and Zoning Ordinance to allow the creation of small AG lots to preserve historic farm houses from demolition.

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COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Change Order Numbers CCDTF3, CCDTF4, CCDTF5, CCDTF6, CCDTF7, CCDTF8, and CCDTF9 with Clark & Sullivan and Broward Builders, Inc. for Construction of the Colusa County Detention and Treatment Facility.

Ratify Change Order Numbers CCDTF3, CCDTF4, CCDTF5, CCDTF6, CCDTF7, CCDTF8, and CCDTF9 with **Clark & Sullivan and Broward Builders, Inc.** for Construction of the Colusa County Detention and Treatment Facility.

Detailed Description/Background of request

The Colusa County Sheriff's Office continues progress with construction of the Colusa County Detention and Treatment Facility (CCDTF). The facility will be located directly adjacent, and connected to the existing Colusa County Jail at 929 Bridge Street in Colusa, CA. The new CCDTF has been planned to replace the existing, antiquated offender housing with a new, modern 96-bed facility. There are seven change orders that are needed for the project to proceed forward - CCDTF3, CCDTF4, CCDTF5, CCDTF6, CCDTF7, CCDTF8, and CCDTF9.

CCDTF3:
In order to construct the new facility, certain utilities such as Comcast, RACE Communications and Frontier were required to be relocated. If left in place, the utilities would infringe on the building. The County utilized Clark & Sullivan and Broward Builders to furnish and install all materials and labor to trench, install conduit and pull boxes, and backfill for joint trench utilities. The total cost to complete this task was $37,591.74. $14,301.66 will be charged against the remaining balance of Allowance AL-02 for "Utility Demolition and Relocation" included in the base Contract. The remaining portion of $23,290.08 shall be charged to the Owner's Construction Contingency.

During the design phase of the CCDTF project, additional items to the design were requested and negotiated. These changes were determined to be essential changes to establish a more functional facility to the needs of Colusa County. These items are on change orders CCDTF4, CCDTF5, CCDTF6, CCDTF7 and CCDTF8.

CCDTF4: Added video visitation stations to program rooms creating additional resources to facilitate essential communications. The total amount of the change order is $3,293.00 and will be charged to the Owner's Construction Contingency.

CCDTF5: Add a kitchenette at Central Control supporting staff who are stationed at the location for an entire shift. The total amount of the change order is $14,449.00 and will be charged to the Owner's Construction Contingency.

CCDTF6: Upgrade cameras in the recreation yards and day room to increase observational abilities related to incarcerated persons. The total amount of the change order is $1,723.00 and will be charged to the Owner's Construction Contingency.

CCDTF7: Added work surface in Central Control to facilitate an appropriate work area for staff assigned to this area. The total amount of the change order is $12,922.00 and will be charged to the Owner's Construction Contingency.

CCDTF8: Communication trench to Animal Control including 2" conduit for Comcast service. Request from Colusa County IT to maintain current services. The total amount of the change order is $12,170.00 and will be charged to the Owner's Construction Contingency.

CCDTF9:
A credit is being received from the purchase of dental equipment for the project. The total amount of the change order is a credit of $1,183.00.

CAO Wendy Tyler signed Change Orders CCDTF3, CCDTF4, CCDTF5, CCDTF6, CCDTF7, CCDTF8, and CCDTF9 to prevent a delay in the project and staff is now seeking ratification of the change orders.

Prior Board Action
C23-024, C23-074, C24-172 and C25-006.

Fiscal Impact/Funding Source
CCDTF3 - $14,301.66 will be charged against the remaining balance of Allowance AL-02 for "Utility Demolition and Relocation" included in the base Contract. The remaining portion of $23,290.08 shall be charged to the Owner's Construction Contingency.

CCDTF4 - The total amount of the change order is $3,293.00 and will be charged to the Owner's Construction Contingency.

CCDTF5 - The total amount of the change order is $14,449.00 and will be charged to the Owner's Construction Contingency.

CCDTF6 - The total amount of the change order is $1,723.00 and will be charged to the Owner's Construction Contingency.

CCDTF7 - The total amount of the change order is $12,922.00 and will be charged to the Owner's Construction Contingency.

CCDTF8 - The total amount of the change order is $12,170.00 and will be charged to the Owner's Construction Contingency.

CCDTF9 - Credit in the amount of -$1,183.00.

Action for the Clerk

Assign a contract number for each change order and provide a copy to Assistant Sheriff Mike Bradwell.

ATTACHMENTS:

- C23-024 Clark & Sullivan Construction and Broward Builders, Inc (PDF)
- C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (PDF)
- CCDTF1_C24-172_Clark & Sullivan Construction and Broward Buildings, Inc. a Joint Venture (PDF)
- CCDTF2_C25-006_Clark and Sullivan and Broward Builders, Inc (PDF)
- CCDTF3_ Joint Trench (PDF)
- CCDTF4_Video Visitation (PDF)
- CCDTF5_Kitchenette in Central Control (PDF)
- CCDTF6_Camera Upgrade (PDF)
- CCDTF7_Central Control Work Surface (PDF)
- CCDTF8_Comm Trench to ACO (PDF)
- CCDTF9_Dental Credit (PDF)

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

COLUSA COUNTY DETENTION AND TREATMENT FACILITY AGREEMENT

THIS AGREEMENT dated this **17th** day of **January, 2023** by and between **Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture** whose place of business is located at 1340 Blue Oak Blvd. Suite 150, Roseville, CA 95678 ("Design-Build Entity"), and the **County of Colusa**, a political subdivision of the State of California.

COUNTY OF COLUSA
COLUSA COUNTY DETENTION & TREATMENT FACILITY

WHEREAS, upon receipt of approval of Owner's contract award to Design-Build Entity from the State of California Department of Finance, Owner's conditional award of the Contract will become unconditional.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Design-Build Entity and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

A. Design-Build Entity hereby agrees to serve as the stipulated sum Design-Build Entity for the Project identified herein, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the Specifications, Performance Criteria, and all other terms and conditions of the Contract Documents ("Work").

B. Without limiting the foregoing, Work specifically includes: :
   1. The following Owner Controlled Allowances
      a. Allowance #1 - $20,000 for additional Furnishings, Fixtures and Equipment not included in the criteria documents.
      b. Allowance #2 - $26,000 for Utility Demolition and Relocation not known or identified in the criteria documents
   2. The following Deductions (If-Necessary)*
      a. Not Included
      b. Not Included
      c. Not Included
   3. The following Enhancements:
      a. Additive Alternate AA-1 – Not Included
      b. Additive Alternate AA-2 – Not Included
      c. Additive Alternate AA-3 – Not Included
   4. The following Additive Voluntary Enhancements*:
      a. Not Included
      b. Not Included
      c. Not Included

   * As defined in Proposal Form attached for reference.

1.02 Price for Completion of the Work

A. Owner shall pay Design-Build Entity the following Contract Sum $29,578,441 for completion of Work in accordance with Contract Documents (including Allowances, Deductive Items (If-Necessary) and Additive and Voluntary Enhancements identified in paragraph 1.01B above).

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

1.03 Alternates

A. At Owner's sole discretion, Work may also include one or more Alternates identified on Attachment 1 hereto. To add any Alternate to the Work, Owner must notify Design-Build Entity no later than the date indicated for the Alternate ("County Decision Point Date") identified in Attachment 1. Contract Sum will be adjusted (increased for an additive Alternate, decreased for a deductive Alternate) only by the Proposal Price for the Alternate identified in Attachment 1, and Owner will pay no other amount on account of adding the Alternate to the Work. Addition of any Alternate shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

1.04 Allowances

A. Contract Sum includes the following allowances
   1. Additional Owner FFE Allowance (see Section 01 21 00 paragraph 1.03) $20,000
   2. Unknown or Unforeseen Owner Utility Demolition & Relocation Allowance (see Section 01 21 00 paragraph 1.04) $26,000 B. See also Section 01 21 00 Allowances.

C. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.

1.05 Maximizing Sales and Use Taxes Payable to Owner

A. Design-Build Entity will work with Owner to develop procedures to maximize Owner's receipt of sales and use taxes resulting from design and construction of the Project (**Taxable Purchasing Procedures**). Taxable Purchasing Procedures must include, without limitation:
   1. The Direct Payment Procedures (as defined below).
   2. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that Design-Build Entity, and Subcontractors and Designers of all tiers that perform a significant portion of their Project Work or Services on the Project Site or within any portion (incorporated or unincorporated) of the County of Colusa, use an address within (incorporated or unincorporated) County of Colusa, for purchases and leases of Project related tangible personal property (goods, materials, fixtures, equipment, tools, supplies, etc.) (**Project Personal Property**), to the greatest reasonably feasible extent.
   3. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that, to the greatest reasonably feasible extent, sellers and lessors of Project Personal Property either:
      a. Have a physical presence within California; or
      b. If located out of state, collect and pay California use tax.

B. Taxable Purchasing Procedures must include the following, to the greatest reasonably feasible extent (**Direct Payment Procedures**):
   1. Design-Build Entity and all Subcontractors and Designers (of all tiers) with Project-related contracts equal to or exceeding $5 Million dollars (or other amount must be approved by the BOE) **Eligible Subcontractors** must obtain a California State Board of Equalization (**BOE**) sub-permit for the Project Site and allocate all Project-related sales and use tax to the County of Colusa. Before performing any Work at the Project Site, Design-Build Entity and each Eligible Subcontractor must provide Owner with a copy of its sub-permit or an official statement that sales and use tax is not applicable to its portion of the Project.

C23-024

2. When filing quarterly sales and use tax returns, Design-Build Entity and all Eligible Subcontractors must record local taxes on Schedule C (Detailed Allocation by Suboutlet) rather than Schedule B (Allocation by County).
3. Design-Build and Subcontractors and Designers (of all tiers), regardless of Project contract size, shall directly allocate to the County and Colusa sales and use tax on all Project Personal Property with a total value exceeding $250,000 that is shipped to the Project Site from an out-of-state supplier, using Schedule F when filing sales and use tax forms with the BOE.
4. Design-Build Entity and all Subcontractors and Designers (of all tiers), regardless of Project contract size, must provide Owner with copies of all eligible returns and supporting documentation for review and approval at least ten days in advance of submission to the BOE. (This is essential as Owner understands that the BOE will not make retroactive allocation adjustments should revenues be allocated to the countywide pool rather than the Project Site.)
5. Before performing any Work at the Project Site, Design-Build Entity and each Subcontractor and Designer (of all tiers), regardless of Project contract size, must provide Owner with a formal written document stating that their appropriate staff member(s) responsible for filing tax documents (a) have been instructed on these Taxable Purchasing Procedures, (b) will prepare their returns so that to the greatest reasonably feasible extent the local share of sales use tax paid with respect to Project Personal Property) will be allocated to the County of Colusa.

C. Taxable Purchasing Procedures must also include periodic Design-Build Entity reporting (on behalf of itself and its Subcontractors and Designers), and Owner monitoring, audit and enforcement rights.

D. Taxable Purchasing Procedures may include exclusions for out-of-state vendors that perform at most nominal or incidental Work within Colusa County or on the Project Site.

E. Design-Build Entity must provide an initial proposed Taxable Purchasing Procedures within 20 days of execution of this Agreement. Owner and Design-Build Entity will use good faith efforts to finalize them within ten days thereafter. If the parties are unable to agree, Owner will determine the final Taxable Purchasing Procedures consistent with this Paragraph 1.05, and if Design-Build Entity disagrees it may file a claim under Document 00 72 53 (General Conditions).

F. The final Taxable Purchasing Procedures will become an attachment to this Agreement and incorporated herein.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

A. Design-Build Entity shall commence Work on the date indicated in the applicable Notice to Proceed.
B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

A. Design-Build Entity shall achieve Final Completion of the entire Work no later than November 5, 2025.

2.03 Design and Construction Milestones

A. Design-Build Entity shall also complete design and construction of the Project consistent with the following milestones.
1. Substantial Completion by November 5, 2025;
2. Certificate of Beneficial Occupancy of entire Project: Recorded by November 6, 2025.
3. Staffing and Occupancy Complete November 6, 2025.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

C23-024

2.04 Liquidated Damage Amounts

A. Owner and Design-Build Entity recognize that time is of the essence of this Agreement and that Owner will suffer financial loss, if the Work is not completed within the time specified herein, taking into account any extensions thereof allowed in accordance with the Contract Documents.

B. Consistent with terms, conditions, stipulations and limitations in Document 00 72 53 (General Conditions) regarding liquidated damages, Design-Build Entity and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any applicable portion, Owner and Design-Build Entity agree that Design-Build Entity shall pay Owner as liquidated damages the number of Dollars provided below:

1. As liquidated damages for delay, Design-Build Entity shall pay Owner Two Thousand, Five Hundred Dollars ($2,500.00) for each day that expires after the time specified herein for Design-Build Entity to achieve the Final Completion of the entire Work (paragraph 2.02A above), until achieved.

2.05 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 72 53 (General Conditions).

ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING

3.01 Owner's Project Administrator

A. Owner has designated Mike Bradwell of the Colusa County Sheriff's Office as its Project Administrator to act as Owner's Representative in those matters relating to the Contract Documents that do not require Board of Supervisors approval.

B. To the extent Board of Supervisors approval is not required, Project Administrator shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. By this clause, Project Administrator is not assigned any rights or obligations that require Board of Supervisors approval.

C. Owner may assign all or part of the Project Administrator's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

D. Exceptions to the foregoing Article 3.01 shall be in accordance with Public Contract Code 20142 in which case authority has been delegated to Joe Garofalo.

3.02 Design-Build Entity's Project Manager and Key Personnel

A. Design-Build Entity has designated Matt Burnie as its Project Manager to act as Design-Build Entity's Representative in all matters relating to the Contract Documents. For the construction phase, the Project Manager shall be resident at the Project Site and shall be devoted solely to the Project. Design-Build Entity's Project Manager shall be the single point of contact for all Project communications between Owner and Design-Build Entity, and shall be responsible for distributing all communications from Owner and Owner's consultants (including without limitation from Performance Criteria Architect or Construction Manager on Owner's behalf) to Design-Build Entity's Superintendent and others as Design-Build Entity deems appropriate.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

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B. Design-Build Entity's Proposal lists the key personnel identified on Attachment 2 Design-Build Entity intends to provide to the Project to perform its design, construction and obligations under the Contract Documents, and their anticipated start times, anticipated duration of commitment to work on the Project, and for each duration percentage of commitment to work on the Project (together, "Key Personnel"). Design-Build Entity represents that such staff have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract Documents and that at all times Design-Build Entity shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract Documents

Design-Build Entity may not change the identity of its Project Manager or any other Key Personnel without prior Owner written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.

C. Design-Build Entity acknowledges that the quality and qualifications of the Key Personnel were important factors in Owner's selection of Design-Build Entity for the Project. Design-Build Entity and Owner agree that the personal services of the Key Personnel is a material term of the Contract Documents, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the Owner, the measure of which would be impractical or extremely difficult to fix, and in lieu of which Owner and Design-Build Entity have agreed to liquidated damages as described below:

1. For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Design-Build Entity's Key Personnel staffing schedule, Owner may assess once and Design-Build Entity shall accept liquidated damages in the amount of six (6) times the gross monthly salary for the substituted Key Personnel.

D. Liquidated damages for substitution of Key Personnel shall be deducted from the next applicable Application for Payment or, if insufficient, shall be paid by Design-Build Entity.

E. No liquidated damages shall under be due under this paragraph 3.02 for any substitution required due to death, incapacity or employment termination of a Key Personnel.

F. Design-Build Entity shall make their best effort to comply with Local Participation Goals, attached to this Agreement as Annex 1.

G. Pursuant to Labor Code Section 1771(a), Design-Build Entity covenants that it will award contracts and subcontracts for Project Work, only to Subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Design Build Entity shall obtain proof of such registration from all such Subcontractors and provide it to Owner along with each Document 00 43 30 (Subcontractors List)

3.03 Performance Criteria Architect

A. Nacht & Lewis furnished the Performance Criteria and Concept Drawings and shall have the rights assigned to Performance Criteria Architect in the Contract Documents.

3.04 Construction Manager

A. Owner has delegated certain of Project Administrator's rights to Owner's Construction Manager, To be determined and may delegate further rights with notice to Design-Build Entity.

ARTICLE 4 - CONTRACT DOCUMENTS

4.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

The complete Contract between the parties hereto shall consist of the following documents

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

Contractor's Bid Proposal
Designation of Subcontractors
This Agreement
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions, if any
Volume 2 – Performance Criteria – Facility Design Program
Technical Specifications
Duly issued Addenda
Duly issued RFIs and PCIs
Duly issued Work Authorizations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Initial Submittals approved pursuant to Article 3 and all other submittals approve pursuant to Article 5 of the General Conditions
Duly issued Change Orders
Contractor's Guarantee and Bond

Such documents, collectively referred to herein as the "Contract Documents'" hereby are incorporated herein by the reference and made a part hereof.

Final Construction Documents (following receipt of all approvals required by other Contract Documents), whether included in the final Document 00 01 15 (List of Construction Documents) provided by Design-Build Entity or in the final Performance Criteria Document 00 52 01 provided by Criteria Architect in accordance with Section 01 11 01 (Summary of Work – Design-Build Design Services) paragraph 2.02, Document 00 43 30 (Subcontractors List) or otherwise.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 53 (General Conditions). Design-Build Entity's Proposal for County of Colusa dated December 16, 2022 is attached hereto for reference purposes, and for matters specifically identified in this Agreement.

ARTICLE 5 - MISCELLANEOUS

5.01 Terms and abbreviations used in this Agreement are defined in Document 00 72 53 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein. Prior to executing this Agreement, Design-Build Entity has performed all required pre-construction investigations required and described in the Contract Documents.

5.02 Design-Build Entity shall include the following Owner addressees on all ordinary course Project communications:

Mike Bradwell
Assistant Sheriff
Colusa County Sheriff's Office
Colusa County Detention & Treatment Facility
929 Bridge Street
Colusa, CA 95932

Wendy Tyler
County Administrative Officer
Colusa County
547 Market Street
Colusa, CA 95932

5.03 In addition to the above, all notices to Design-Build Entity and the other party (including requests, demands, approvals or other communications other than ordinary course Project communications) in connection with the Project shall be in writing and shall include the word "NOTICE" in the subject line and shall be directed as follows.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

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Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

County of Colusa
Mike Bradwell
Colusa County Sheriff's Office
Colusa County Detention & Treatment Facility
929 Bridge Street, Colusa, CA 95932

Design-Build Entity
Clark & Sullivan
Construction and Broward
Builders, Inc. a Joint Venture
1340 Blue Oaks Blvd., Suite 150
Roseville, CA 95678

Construction Manager
TBD

with a copy to:

Richard Stout
County Counsel
County of Colusa
605 "J" Street
Colusa, CA 95932

A. Notice shall be sufficiently given for all purposes as follows:
   1. When personally delivered to the recipient, notice is effective on delivery.
   2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
   3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
   4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this paragraph 5.03.

B. Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, by giving the other party notice of the change in any manner permitted by this paragraph 5.03.

D. The provisions of this paragraph 5.03 shall not alter, modify or excuse any legal or contractual requirement relating to claims under Document 00 72 53 (General Conditions) Article 12.

5.04 In order to induce Owner to enter into this Agreement, Design-Build Entity represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Design-Build Entity is duly qualified to conduct business in the

State of California; that Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.

5.05 Design-Build Entity shall not assign any portion of the Contract Documents.

5.06 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid,

void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

5.07 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

5.08 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Design-Build Entity or Subcontractor offers and agrees to assign to the awarding 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Build Entity, without further acknowledgment by the parties.

5.09 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at
Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Design-Build Entity will be required to secure the payment of compensation to his employees. Design-Build Entity represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design-Build Entity shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

5.10 Owner shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents.
Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

5.10 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Colusa, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Colusa.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

C23-024

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

RECOMMENDED AND APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By _____
Wendy G. Tyler

SHERIFF

By _____
Joe Garofalo

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____

COUNTY OF COLUSA
BOARD OF SUPERVISORS

By _____
Kent Boes, Chairman

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

By _____ , Deputy

DESIGN-BUILD ENTITY

Corporation
Type of Entity
(corporation, partnership, sole proprietorship)

By _____
Signature

Ted Foor
Typed Name

President
Title of Individual Executing
Document on behalf of Firm

By _____
Signature

Typed Name

Title of Individual Executing
Document on behalf of Firm

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

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Attachment 1

ALTERNATES
(See Agreement 1.03)

Alternate Number/Name	Proposal Price	County Decision Point Date
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD

* As defined in Proposal Form attached for reference.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

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Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

ATTACHMENT 1

KEY PERSONNEL
(See Agreement 3.02)

Position	Name	Start times, anticipated durations, and for each duration percentage of commitment to work on the Project
Project Manager		
Design Manager		
General Superintendent		
Superintendent (Full time)		
Architect of Record		
Design Architect		

- DBE's MUST provide an organizational chart that defines the Project Management and Staffing Plan -- All Planned Project Personnel -- for both the preconstruction and construction portions of the Project.
- DBE's should include resumes demonstrating the qualifications of the Key Personnel on the Organizational Chart for the project. DBE's MUST provide a table showing the planned staffing during both preconstruction and construction phases. The table shall list all individuals assigned to perform work directly on the project and indicate name, job classification, existing employees or employees to be hired, or non-employees (Independent Consultants), the hours each individual is assigned to each Phase of the project and the total of all hours planned to be expended during each phase over the course of the project.
- DBE's MUST provide a "staffing" fee breakdown, expanded sections of the "table" listed above to include hourly rates for the staffing levels identified including a total cost for each staff member and a bottom line total cost for ALL staff identified in the "table" for both "preconstruction" and "Construction" phases. The hourly rates for staff shall include all applicable staff costs EXCLUDING overhead and profit.

C23-024

ATTACHMENT 2

LOCAL PARTICIPATION GOALS

The parties share the goal of achieving local participation in the design and construction of the Project. Design-Build Entity shall endeavor to achieve the following goals: (1) Subcontract 25% of the design and construction services to local businesses; and (2) 35% of labor supplied by local workers.

Metrics for local participation will be the number of businesses, vendors and suppliers awarded contracts, number of contracts awarded, dollar value of awarded contracts, final amount paid to businesses, types and hours of training provided.

Metrics for local participation for labor shall the number of local workers, trades and zip codes of local workers, amount paid to individual workers, amount paid to all local workers, types and number of hours of training provided.

Design-Build Entity shall ensure maximum participation of local businesses and local workers by:

- Early project notice to the community
- Pre-bid meetings with local firms
- Convene outreach and technical work sessions informing local firms of project overview details, plan availability, bonding requirements, payment process
- Technical Assistance, business development, and mentoring activities that include safety planning, project management details, payment process, insurance and bonding requirements
- Local worker outreach including two local outreach events, coordination with local workforce organizations, union apprenticeship programs and community based organizations that support construction workers

Design-Build Entity shall utilize Labor Compliance Tracker software to track compliance on a monthly basis.

Compliance with the goals shall be reported to the County monthly.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

January 10, 2023

Colusa County Detention & Treatment Facility

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: _____, 23__

To: _____
(Contractor)

Address: _____

_____

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY 929 BRIDGE STREET, COLUSA, CA**

PROJECT NO:

You are notified that the Contract Time under the above Contract will commence to run on _____, **23**__. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, **23**__ and _____, **23**__, respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. **[TBD, e.g. Building Permits, WDID from water board, SWPPPs, SFM Approval of Construction Documents, etc.]**

COUNTY OF COLUSA

By: _____

_____
(Print Name)

Its: _____

Date: _____

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

DOCUMENT 00 51 00

NOTICE OF CONDITIONAL AWARD

Dated: March 1, 2023

TO: Clark Sullivan Broward Builders, a Joint Venture ("Design-Build Entity")

ADDRESS: 1200 East Kentucky Avenue, Woodland, CA, 95776

CONTRACT FOR: **COUNTY OF COLUSA**
COLUSA COUNTY DETENTION & TREATMENT FACILITY

1. Subject to receipt of all required approvals from the California Department of Finance, the Contract Sum of your Contract (including the Additive Enhancements and Voluntary Enhancements identified below) is TWENTY NINE MILLION FIVE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED AND FORTY-ONE DOLLARS **($29,578,441.00)**.

2. The Work of your Contract includes the following Allowances:

   a. Allowances

Allowance Identification Number	Allowance Description	Allowance Price
AL-01	Allowance AL-01: For Additional Furnishings, Fixtures and Equipment	$20,000.00
AL-02	Allowance AL-02: For Utility Demolition and Relocation not known or included in the Criteria Documents	$26,000.00
		$46,000.00

3. The work of your Contract includes the following Deductive Items (if necessary) and/or Alternative Technical Concepts

   a. Deductive Items (if necessary) and/or Alternative Technical Concepts

Deductive Item Identification Number	Deductive Item Description	Deductive Item Price
	None are Included	

4. The Work of your Contract includes the following Enhancements in addition to the Base Project:

   a. Additive Enhancements

Enhancement Identification Number	Additive Enhancement Description	Enhancement Price
	None Are Included	

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

b. Voluntary Enhancements

Enhancement Identification Number	Voluntary Enhancement Description	Enhancement Price
	None Are Included	

5. Copies of the proposed Contract Documents listed below accompany this Notice of Conditional Award.

6. You must comply with the following conditions precedent by 5:00 p.m. of the third business Day following the date of this Notice of Conditional Award, that is, by **Monday, March 6, 2023:**

   a. Deliver to Owner seven fully executed counterparts of Document 00 52 00 (Agreement). Each copy of Document 00 52 00 (Agreement) must bear your original signature on the signature page and your initials on each page.

   b. Deliver to Owner seven original copies of Document 00 65 36 (Guaranty), each executed by you.

7. Additionally, you must comply with the following conditions precedent by 5:00 p.m. of the seventh Day following the date the California Department of Finance approves the award of the Contract to the Design-Build Entity, as described in Document 00 01 19 (Request for Proposals):

   a. Deliver to Owner three originals of Document 00 61 13.13 (Construction Performance Bond), executed by you and your surety.

   b. Deliver to Owner three originals of Document 00 61 13.16 (Construction Labor and Material Payment Bond), executed by you and your surety.

   c. Deliver to Owner an original set of the insurance certificates with endorsements required under Document 00 73 16 (Supplementary Conditions – Insurance and Indemnification).

8. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited.

9. Within 21 Days after you comply with the conditions in Paragraphs 6 and 7 above, Owner will return to you one fully signed counterpart of Document 00 52 00 (Agreement).

10. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

COUNTY OF COLUSA

BY: _____
Wendy G. Tyler, County Administrative Officer

ATTEST: _____
Secretary

_____
(Print Name)

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

AUTHORIZED BY COUNTY RESOLUTION:

NO: 23-0007

ADOPTED: January 17, 2023

[Copy of Resolution Attached]

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

DOCUMENT 00 55 01

NOTICE TO PROCEED WITH DESIGN SERVICES

Date: March 16, 2023

To: Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY**
929 BRIDGE STREET, COLUSA, CA

PROJECT NO: 7360

CONTRACT NO: C23-024

You are notified that the Contract Time under the above Contract will commence to run on March 16, 2023. On that date you are to start performing your design obligations under the Contract Documents.

In accordance with Article 2 of Document 00 52 00 (Agreement), the date of Substantial Completion of the Project is November 5, 2025, the Certificate of Occupancy must be obtained by November 6, 2025, Final Completion by November 5, 2025, and Staffing and Occupancy complete by November 6, 2025.

This Notice to Proceed with Design Services does not authorize performance of any Work at the Site. Performance of Work at the Site requires issuance of a Notice to Proceed for Construction and satisfaction of all related conditions.

OWNER: COUNTY OF COLUSA

By: Wendy G. Tyler
Wendy G. Tyler, County Administrative Officer

Date: March 16, 2023

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

DOCUMENT 00 55 00

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: August 6th, 2024

To: Clark and Sullivan Construction and Broward Builders, Inc., a Joint Venture
(Contractor)

Address: 1340 Blue Oaks Blvd Suite 150, Roseville, CA 95678

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY**
929 BRIDGE STREET, COLUSA, CA

PROJECT NO: 7360
CONTRACT NO: C23-024

You are notified that the Contract Time under the above Contract will commence to run on August 12, 2024. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are April 3, 2026 and May 3, 2026, respectively.

Before you may start any Work at the Site, you must:

1. All required permits and approvals for all authorities having jurisdiction including but not limited to the Office of the State Fi Marshal, BSCC, and County,WDID number and approved Storm Water Pollution and Prevention Plan,
2. A digital video record survey of existing conditions,
3. Submit all Basis of Design submittals together for all disciplines and prior to the start of any demolition and/or construction activity.
4. Quality Assurance/Quality Control (QA/QC) Plan

and any and all other requirements per the Contract Documents to be submitted prior to release of construction.

COUNTY OF COLUSA

By: Wendy G Tyler

Wendy G. Tyler, County Administrative Office
(Print Name)

Date: 8/6/2024

VANIR

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

C23- 074

First Modification of Contract C23-024

This First Modification of agreement C23-024 is entered into as of April 11, 2023 between Colusa County (County), a political subdivision of the State of California, and Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture whose place of business is located at 1340 Blue Oak Blvd., Suite 150, Roseville, CA 95678 ("Design Build Entity").

Background

On January 17th the County entered into agreement C23-024 with Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture whose place of business is located at 1340 Blue Oak Blvd., Suite 150, Roseville, CA 95678 ("Design Build Entity") to design and build the Colusa County Detention and Treatment Facility for the Contact Sum of $29,578,441.00.

The Parties agree to modify the agreement as follows:

Modification

1. Section 2.03 (A) (1) is modified to the Substantial Completion date of August 7, 2025 under the Design and Construction Milestones Section 2.03

2. Section 5.03 under Construction Manager shall be modified to Vanir Construction Management Inc., 4540 Duckhorn Drive, Suite 300, Sacramento, CA, 95834.

3. Removal of the last page of the document titled: **NOTICE TO PROCEED WITH CONSTRUCTION**

All other terms and conditions of the agreement shall remain in full force.

[SIGNATURES TO IMMEDIATELY FOLLOW ON NEXT PAGE]

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

IN WITNESS WHEREOF the parties have executed this Modificaiton to the Agreement the day and year first above written.

RECOMMENDED AND APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By _____
Wendy G. Tyler

SHERIFF

By _____
Joe Garofalo

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____

COUNTY OF COLUSA
BOARD OF SUPERVISORS

By _____
Ken Boes, Chairman

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

By _____ , Deputy

DESIGN-BUILD ENTITY

CORPORATION
Type of Entity
(corporation, partnership, sole proprietorship)

By _____
Signature

BUTCH POWELL
Typed Name

OPERATIONS MANAGER
Title of Individual Executing
Document on behalf of Firm

By _____
Signature

_____
Typed Name

_____
Title of Individual Executing
Document on behalf of Firm

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

Travelers Casualty & Surety Co. of America - Bond No 107747190
Fidelity & Deposit Co of Maryland and
Zurich American Ins. Co. - Bond No: 9417546
Premium: $175,423.50

DOCUMENT 00 61 13.13

CONSTRUCTION PERFORMANCE BOND
(Design-Build)

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated March 24, 2023, is in the amount of Twenty Nine Million Five Hundred Seventy Eight* ("Penal Sum"),which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Design-Build Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to Clark & Sullivan Construction and** ("Design-Build Entity"), Travelers Casualty*** ("Surety"), COUNTY OF COLUSA ("Owner"), or other party shall be considered plural where applicable.

*Thousand Four Hundred Forty One Dollars and 00/100

DESIGN-BUILD ENTITY:
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

1340 Blue Oaks Blvd. #150
Address

Roseville, CA 95678
City/State/Zip

**Broward Builders, Inc, a Joint Venture
***& Surety Co. of America, Fidelity & Deposit Co. of Maryland and Zurich American Ins. Co

SURETY:
Travelers Casualty & Surety Co of Maryland

11070 White Rock Road #130
Principal Place of Business

Rancho Cordova, CA 95670
City/State/Zip

Fidelity & Deposit Co. of Maryland and Zurich American Ins. Co
1299 Zurich Way
Schaumburg, IL 60196

DESIGN-BUILD CONTRACT: Agreement for the Colusa County Detention & Treatment Facility located at 929 Bridge Street, Colusa, California, dated March 16, 2023, in the amount of $29,578,441.00

DESIGN-BUILD ENTITY AS PRINCIPAL
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

Signature: [signature]

Name: Ted Ford

Title: President of CA Operations

SURETY
Travelers Casualty & Surety Co of America

Signature: [signature]

Name: Stephanie Agapoff

Title: Attorney-in-Fact

Fidelity & Deposit Co. of Maryland and
Zurich American Ins. Co.

Signature: [signature]

Name: Stephanie Agapoff

Title. Attorney-in-Fact

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

BOND TERMS AND CONDITIONS

1 Design-Build Entity and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and the State of California for the complete and proper performance of the Design-Build Contract, which is incorporated herein by reference.

2 If Design-Build Entity completely and properly performs all of its obligations under the Design-Build Contract, Surety and Design-Build Entity shall have no obligation under this Bond.

3 If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1 Owner provides Surety with written notice that Owner has declared a Design-Build Entity Default under the Design-Build Contract pursuant to the terms of the Design-Build Contract; and

3.2 Owner has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Design-Build Contract, or

3.2.2 To a Design-Build Entity selected to perform the Design-Build Contract in accordance with the terms of this Bond and the Design-Build Contract.

4 When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Design-Build Entity, with consent of Owner, to perform and complete the Design-Build Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

4.2 Undertake to perform and complete the Design-Build Contract itself, through its agents or through independent contractors or design-build entities; provided, that Surety may not select Design-Build Entity as its agent or independent contractor or design-build entity without Owner's consent; or

4.3 Undertake to perform and complete the Design-Build Contract by obtaining bids from qualified contractors or design-build entities acceptable to Owner for a contract for performance and completion of the Design-Build Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or design-build entity selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design-Build Contract; and, if Surety's obligations defined in Paragraph 7 below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or design-build entity, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 7 below, for the performance and completion of the Design-Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Design-Build Entity Default, as agreed by Owner and Surety at the time of tender. If

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 7 below.

5 If Surety does not proceed as provided in Paragraph 4 above then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent from the Design-Build Entity Default. To the extent Surety's independent default causes Owner to suffer damages, including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Design-Build Contract, Surety shall also be liable for such damages.

6 At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Design-Build Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors or design-build entities.

7 If Surety timely elects to act under Paragraphs 4.1, 4.2 or 4.3 above and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with the obligations of Design-Build Entity under the Design-Build Contract. Surety's obligations shall include, but are not limited to:

7.1 The responsibilities of Design-Build Entity under the Design-Build Contract for completion of the Design-Build Contract and correction of Defective Work;

7.2 The responsibilities of Design-Build Entity under the Design-Build Contract to pay liquidated damages; and

7.3 Additional legal, design professional and delay costs resulting from Design-Build Entity Default or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond).

8 If Surety timely elects to act under Paragraphs 4.1, 4.3 or 4.4 above and complies with its obligations under this Bond, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum.

9 No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

10 Surety hereby waives notice of any change, alteration or addition to the Design-Build Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 6 above Surety consents to all terms of the Design-Build Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 6 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default. Except in the event of an Owner Default, and to the extent Surety is damaged thereby, Surety hereby waives the provisions of California Civil Code Section 2809, and any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal.

11 Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Design-Build Entity regarding the Design-Build Contract, or in the courts of the County of Colusa, or in a court of competent

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12 All notices to Surety or Design-Build Entity shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, Owner or Design-Build Entity, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13 Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14 **Definitions**

14.1 **Balance of the Contract Sum:** The total amount payable by Owner to Design-Build Entity pursuant to the terms of the Design-Build Contract after all proper adjustments have been made under the Design-Build Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Design-Build Contract.

14.2 **Design-Build Contract:** The agreement between Owner and Design-Build Entity identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 **Design-Build Entity Default:** Material failure of Design-Build Entity, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design-Build Contract, limited to "default" or any other condition allowing a termination for cause as provided in Document 00 72 00 (General Conditions).

14.4 **Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Design-Build Entity progress payments due under the Design-Build Contract or to perform other material terms of the Design-Build Contract, if such failure is the cause of the asserted Design-Build Entity Default and is sufficient to justify Design-Build Entity termination of the Design-Build Contract.

END OF DOCUMENT

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Placer }

On March 27, 2023 (Date) before me, Jennifer Patyi Notary Public (Here Insert Name and Title of the Officer)

personally appeared Ted Foor (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JENNIFER PATYI
Notary Public - California
Placer County
Commission # 2291368
My Comm Expires Jun 3, 2023

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 and official seal.

Signature Jennifer Patyi (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name. _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

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 Sacramento)

On 03/14/23 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 and official seal.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm. Expires Mar 26, 2025

Signature Nicki Moon (Seal)

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Agapoff** of **RANCHO CORDOVA** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**

State of Connecticut

City of Hartford ss

By. _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires the **30th** day of **June, 2026**

_____
Anna P Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **March** , **2023** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York , the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland , and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 13th day of January, A.D 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D Murray
Vice President

By. Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

IVA BETHEA NOTARY PUBLIC Baltimore County Maryland

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED. "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of March, 2023.

SEAL SEAL SEAL

MJ Pethick

By Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

Travelers Casualty & Surety Co. of America - Bond No. 107747190
Fidelity & Deposit Co. of Maryland and
Zurich America Ins. Co - Bond No: 9417546
Premium· Included in Performance Bond **DOCUMENT 00 61 13.16**

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the County of Colusa ("Owner") has awarded to Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture as Principal Contract Number C23-024 dated the 16th day of March, 2023 (the "Contract"), titled the COLUSA COUNTY DETENTION & TREATMENT FACILITY PROJECT in the amount of $ 29,578,441 00, which Contract is by this reference made a part hereof, for the Work of the following Contract:

A. Work is comprised of the design and construction of the Colusa County Detention & Treatment Facility at 929 Bridge Street, Colusa, California, as more particularly described in the Criteria Documents.

1.01 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.02 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) Fidelity & Deposit Co. of Maryland* , as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE ($ 29,578,441.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. *and Zurich American Ins. Co.

1.03 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.04 This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.05 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.06 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

1.07 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of March, 2023.

DESIGN-BUILD ENTITY AS PRINCIPAL

Company: (Corp. Seal)
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

Signature

Ted Foor
Name

President of CA Operations
Title

Address: 1340 Blue Oaks Blvd. #150
Roseville, CA 95678

SURETY

Company: (Corp. Seal)
Travelers Casualty & Surety Co. of America

Signature

Stephanie Agapoff
Name

Attorney-in-Fact
Title

Address: 11070 White Rock Rd. #130
Rancho Cordova, CA 95670

END OF DOCUMENT

Fidelity & Deposit Co. of Maryland and
Zurich American Ins Co

Signature

Stephanie Agapoff
Name

Attorney-in-Fact
Title

Address: 1299 Zurich Way
Schaumburg, IL 60196

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 Placer }

On March 27, 2023 *Date* before me, Jennifer Patyi Notary Public *Here Insert Name and Title of the Officer*

personally appeared Teel Four *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JENNIFER PATYI
Notary Public - California
Placer County
Commission # 2291368
My Comm Expires Jun 3, 2023

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 and official seal.

Signature Jennifer Patyi *Signature of Notary Public*

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name. _____	Signer's Name: _____
☐ Corporate Officer – Title(s). _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other. _____
Signer is Representing. _____	Signer is Representing: _____

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Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

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 Sacramento)

On 03/24/23 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 and official seal.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm Expires Mar 26, 2025

Signature Nicki Moon (Seal)

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Agapoff** of **RANCHO CORDOVA** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**

State of Connecticut

City of Hartford ss.

By _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **24th** day of **March** , **2023** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 13th day of January, A.D. 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By. Robert D Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A.D 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

IVA BETHEA NOTARY PUBLIC BALTIMORE COUNTY MARYLAND

Iva Bethea
Notary Public
My Commission Expires September 30 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

Attachment: C23-074_1st Mod_Clark & Sullivan Construction and Broward Builders (10422 : Ratify Clark & Sullivan - Broward Change Orders for

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of March, 2023.

SEAL SEAL SEAL

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

COLUSA COUNTY

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2001) CT# 7541-3501-0

Sheet 1 of 1

Change Requested by ☐ engineer ☒ contractor

CCO NUMBER	SUPPL NUMBER	CONTRACT NUMBER	Project	FEDERAL NUMBER(S)
CCDTF1		C23-024	CCDTF	

TO Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture *contractor*

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract ***NOTE: This change order is not effective until approved by the engineer.***

Initiation Date: August 6, 2024
Original Contract No.: C23-024
Original Contract Amount: $29,578,441.00
Original Contract Term: 965 days

By this Change Order you are hereby directed to make the following changes to this Contract:

Revisions to Article 2 – Commencement and Completion of Work at Subsection 2.03 A. "Design and Construction Milestones"

The Revised Substantial Completion date as of this Change Order is: Friday, April 3, 2026
The Revised Certificate of Beneficial Occupancy of entire Project is: Friday, April 3, 2026
The Revised Staffing and Occupancy Complete date is: Thursday, July 2, 2026

The Contract Time will be Increased by: 149 days.

Estimated Cost ☐ Decrease ☐ Increase $ 0.00

By reason of this order the time of completion will be adjusted as follows: Listed Above

SUBMITTED BY			
SIGNATURE	(PRINT NAME & TITLE)	DATE	
	MIKE BRADWELL ASST SHERIFF	8/14/24	
APPROVAL RECOMMENDED BY			
SIGNATURE	(PRINT NAME & TITLE)	DATE	
	Wendy G. Tyler, CAO	08/08/24	
ENGINEER APPROVAL BY			
SIGNATURE	(PRINT NAME & TITLE)	DATE	

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden	8-9-24

Attachment: CCDTF1_C24-172_Clark & Sullivan Construction and Broward Buildings, Inc. a Joint Venture (10422 : Ratify Clark & Sullivan -

C25-006

COLUSA COUNTY

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2001) CT# 7541-3501-0

Sheet 1 of 1

Change Requested by: ☐ engineer ☒ contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	Project	FEDERAL NUMBER(S)
CCDTF2		C23-024	CCDTF	

TO Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture *contractor*

*You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.***

Initiation Date: December 13, 2024
Original Contract No.: C23-024
Original Contract Amount: $29,578,441.00
Original Contract Term: 965 days

By this Change Order you are hereby directed to make the following changes to this Contract:

Re: PCO 110-99:
Furnish all materials and labor to remove, transport and dispose of asbestos-containing building materials and contaminated debris from approximately 162 lineal feet of 4" to 6" diameter transited pipe.

The amount of this Change Order will be charged against Allowance AL-02 for "Utility Demolition and Relocation" included in the base Contract.

The Contract Time will be Increased by: 0 days.

Estimated Cost: ☐ Decrease ☐ Increase $ 11,698.34

By reason of this order the time of completion will be adjusted as follows: As Noted Above.

SUBMITTED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Mike Bradwell, Assistant Sheriff	12/16/24
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy G. Tyler, CAO	12/16/24
ENGINEER APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden PM	12-18-24

Attachment: CCDTF2_C25-006_Clark and Sullivan and Broward Builders, Inc (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA

CONTRACT CHANGE ORDER

Change Requested by: ___X____County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF3		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE:** This change order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCO 116 - 99 Joint Trench	$ 23,290.08	$ -	$ -	$ -	$ -	$ 23,290.08
					Subtotal	$ 23,290.08

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ -
Contract Amount prior to this Change Order:	$ 29,578,441.00
Contract Amount will be Increase ____ /Decreased _____by this Change Order:	$ 23,290.08
Revised Contract Amount including this Change Order:	$ 29,601,731.08
The Contract Time will be Increased ____ / Decreased____ / Unchanged __X__ / by _____days:	0
The Date of Substantial Completion as of the date of this Change Order is	4/3/2026

Estimate Cost: _____ Decrease ___X___ Increase _____

By reason on this order the time of completion will be adjusted as follows:

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael Bradwell, Assistant Sheriff	3/14/25

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy Tyler, CAO	3/25/25

COUNTY APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy Tyler, CAO	3/25/25

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden	3-14-25

Attachment: CCDTF3_Joint Trench (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail Project)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA
CONTRACT CHANGE ORDER

Change Requested by: ___X____County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF4		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE:** This change order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCO 113 - Add Video Visitation Stations	$ 3,293.00	$ -	$ -	$ -	$ -	$ 3,293.00
					Subtotal	$ 3,293.00

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ 23,290.08
Contract Amount prior to this Change Order:	$ 29,601,731.08
Contract Amount will be Increase ____ /Decreased _____by this Change Order:	$ 3,293.00
Revised Contract Amount including this Change Order:	$ 29,605,024.08
The Contract Time will be Increased ____ / Decreased____ / Unchanged __X__ / by _____days:	0
The Date of Substantial Completion as of the date of this Change Order is	4/3/2026
Estimate Cost: _____ Decrease ___X___ Increase	

By reason on this order the time of completion will be adjusted as follows:

SUBMITTED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael Bradwell, Assistant Sheriff	3/14/25
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy Tyler, CAO	3/25/25
COUNTY APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy Tyler, CAO	3/25/25

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden	3-14-25

Attachment: CCDTF4_Video Visitation (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail Project)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA
CONTRACT CHANGE ORDER

Change Requested by: ___X____County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF5		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE**: This change order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCO D002 Add Kitchenette at Central Control	$ 14,449.00	$ -	$ -	$ -	$ -	$ 14,449.00
					Subtotal	$ 14,449.00

Original Contract Amount:	$	29,578,441.00
Net change by previously authorized Change Order:	$	26,583.08
Contract Amount prior to this Change Order:	$	29,605,024.08
Contract Amount will be Increase ____ /Decreased _____by this Change Order:	$	14,449.00
Revised Contract Amount including this Change Order:	$	29,619,473.08
The Contract Time will be Increased ____ / Decreased____ / Unchanged __X__ / by _____days:		0
The Date of Substantial Completion as of the date of this Change Order is		4/3/2026

Estimate Cost: _____ Decrease ___X___ Increase

By reason on this order the time of completion will be adjusted as follows:

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael Bradwell, Assistant Sheriff	3/14/25

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy S Tyler	Wendy Tyler, CAO	3/25/25

COUNTY APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy S Tyler	Wendy Tyler, CAO	3/25/25

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden	3-14-25

Attachment: CCDTF5_Kitchenette in Central Control (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail Project)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA
CONTRACT CHANGE ORDER

Change Requested by: ___X____County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF6		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE:** This change order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCO D005 Upgrade Cameras Rec Yard and Day Roor	$ 1,723.00	$ -	$ -	$ -	$ -	$ 1,723.00
					Subtotal	$ 1,723.00

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ 41,032.08
Contract Amount prior to this Change Order:	$ 29,619,473.08
Contract Amount will be Increase ____ /Decreased _____by this Change Order:	$ 1,723.00
Revised Contract Amount including this Change Order:	$ 29,621,196.08
The Contract Time will be Increased ____ / Decreased____ / Unchanged __X__ / by _____days:	0
The Date of Substantial Completion as of the date of this Change Order is	4/3/2026

Estimate Cost: _____ Decrease ___X___ Increase

By reason on this order the time of completion will be adjusted as follows:

SUBMITTED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Michael Bradwell, Assistant Sheriff	3/14/25
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Wendy Tyler, CAO	3/25/25
COUNTY APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Wendy Tyler, CAO	3/25/25

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Julee Carden	3-14-25

Attachment: CCDTF6_Camera Upgrade (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail Project)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA

CONTRACT CHANGE ORDER

Change Requested by: ___X___County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF7		C23-024	CCDTF	

TO

Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE:** This change order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCO D008 Added Work Surface in Central Control	$ 12,922.00	$ -	$ -	$ -	$ -	$ 12,922.00
					Subtotal	$ 12,922.00

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ 42,755.08
Contract Amount prior to this Change Order:	$ 29,621,196.08
Contract Amount will be Increase ____ /Decreased _____by this Change Order:	$ 12,922.00
Revised Contract Amount including this Change Order:	$ 29,634,118.08
The Contract Time will be Increased ____ / Decreased____ / Unchanged __X__ / by _____days:	0
The Date of Substantial Completion as of the date of this Change Order is	4/3/2026

Estimate Cost: _____ Decrease ___X___ Increase

By reason on this order the time of completion will be adjusted as follows:

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Michael Bradwell	Michael Bradwell, Assistant Sheriff	3/19/25

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy S Tyler	Wendy Tyler, CAO	3/25/25

COUNTY APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy S Tyler	Wendy Tyler, CAO	3/25/25

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Julee	Julee Carden	3-14-25

Attachment: CCDTF7_Central Control Work Surface (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail Project)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA

CONTRACT CHANGE ORDER

Change Requested by: ___X____County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF8		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE:** This change order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCO 114 Com trench Animal Control 2" Comcast	$ 12,170.00	$ -	$ -	$ -	$ -	$ 12,170.00
					Subtotal	$ 12,170.00

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ 55,677.08
Contract Amount prior to this Change Order:	$ 29,634,118.08
Contract Amount will be Increase ____ /Decreased _____by this Change Order:	$ 12,170.00
Revised Contract Amount including this Change Order:	$ 29,646,288.08
The Contract Time will be Increased ____ / Decreased____ / Unchanged __X__ / by _____days:	0
The Date of Substantial Completion as of the date of this Change Order is	4/3/2026
Estimate Cost: _____ Decrease ___X___ Increase	

By reason on this order the time of completion will be adjusted as follows:

SUBMITTED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Michael Bradwell, Assistant Sheriff	3/14/25
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Wendy Tyler, CAO	3/25/25
COUNTY APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Wendy Tyler, CAO	3/25/25

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Julee Carden	3-14-25

Attachment: CCDTF8_Comm Trench to ACO (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail Project)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA
Contract CHANGE ORDER

Change Requested by: ___X____County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	Contract NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF9		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes to the Contract Documents or do the following described work not included in the Contract Documents for this Contract. NOTE: This Change Order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCO D010 - Dental Equipment Credit	$ (1,183.00)	$ -	$ -	$ -	$ -	$ (1,183.00)
					Subtotal	$ (1,183.00)

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ 67,847.08
Contract Amount prior to this Change Order:	$ 29,646,288.08
Contract Amount will be Increase ____ /Decreased _____by this Change Order:	$ (1,183.00)
Revised Contract Amount including this Change Order:	$ 29,645,105.08
The Contract Time will be Increased ____ / Decreased____ / Unchanged __X__ / by _____days:	0
The Date of Substantial Completion as of the date of this Change Order is	4/3/2026

Estimate Cost: ___X____ Decrease _____ Increase

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael Bradwell, Assistant Sheriff	3/17/25

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy D Tyler	Wendy Tyler, CAO	3/25/25

COUNTY APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy D Tyler	Wendy Tyler, CAO	3/25/25

We the undersigned Contractor have given careful consideration to the change proposed and agree, if this proposal is approved, we will provide all labor and equipment, and furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. NOTE: If you, the Contractor, do not sign acceptance of this order, your attention is directed to the requirements of the Specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden	3-14-25

Attachment: CCDTF9_Dental Credit (10422 : Ratify Clark & Sullivan - Broward Change Orders for Jail Project)

COUNTY OF COLUSA, CA

6.2

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Consolidated Engineering, Inc. for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

Approve contract with **Consolidated Engineering, Inc.** for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

Detailed Description/Background of request

The Colusa County Sheriff's Office has an asphalt project within the construction plan for the Colusa County Detention and Treatment Facility (CCDTF) which includes the development of a roadway for emergency access from East Carson Street to Fremont Street. This roadway was formerly known as B Street. The parking area surrounding the animal control facility, as well as the parking lot for the Sheriff's Office vehicles are covered in gravel. This contract would pave the remaining gravel areas at the same time as the current paving project for the CCDTF.

A Request for Bid (RFB) was issued and three bids were received:

Santos Excavating	$388,295.00
Hyatt Constructing Inc	$298,670.00
Consolidated Engineering, Inc.	**$187,250.00**

Bids have been reviewed by the Assistant Sheriff and Assistant CAO with the recommendation to award the bid to Consolidated Engineering, Inc.

Prior Board Action

Board approved RFB on January 28, 2025.

Fiscal Impact/Funding Source

This project will be funded with Development Impact Funds and one-time LATCF funds. There will be no impact to the General Fund.

Action for the Clerk

Please number contract, obtain signatures, register the project with DIR and forward to:

Consolidated Engineering, Inc.
PO Box 701

Valley Springs, Ca, 95252

ATTACHMENTS:

- Contract_Consolidated Engineering, Inc. (DOCX)
- Attachment B (PDF)

C25-_____

Asphalt Project at Sheriff Office

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

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services for asphalt project located at 929 Bridge Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than September 30, 2025.

3. **Compensation:** County will pay Contractor compensation not to exceed $187,250.00, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

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

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

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

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

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

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

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

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

10. Guarantees

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

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

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

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

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

2) Make good all damage to the building, site, equipment, furniture, or contents which, in the opinion of the County, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed work.

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

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

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

11. Liquidated Damages

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

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

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

14. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

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

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

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

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

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

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

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

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

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

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

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

If to County:	County of Colusa 547 Market St., Suite 102 Colusa, Ca, 95932
If to Contractor:	Consolidated Engineering, Inc. PO Box 701 Valley Springs, Ca, 95252

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

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

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

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

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

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

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

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

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

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

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

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

COUNTY OF COLUSA	**CONSOLIDATED ENGINEERING, INC.**
_____Date_____	_____Date_____
Daurice Smith, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	_____
Richard Stout, County Counsel	Patricia Rodriguez, Deputy Clerk

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

C25-_____

Attachment A
Project Specifications

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

Contractor is to:
Furnish and install all materials, labor and equipment to complete the following scope per the attached Pavement Site Plan.

HMA- Hot Mix Asphalt

New HA sections to be 4" HMA over 12" class 2 base rock to match design Specifications for current jail project.

(please refer to attached site plan for the following)
Area #1 Yellow Zone 5,750 SF:

Provide demolition of existing conditions as needed. Retain existing concrete pad.

Excavate down 16", export soils, rip, compact subgrade to 95% compaction.

Furnish and install 4" HMA over 12" class 2 base rock.

Furnish and install 12" class 2 base rock, grade and compact to 95%.

Furnish and install 120 LF of new redwood header board as shown.

HMA pave 4" section.

Area #2 Green Zone 13,900 SF:

Provide demolition of existing conditions as needed.

Excavate down 16", export soils, rip, compact sub grade to 95% compaction.

Furnish and install 4" HMA over 12" class 2 base rock.

Furnish and install 12" class 2 base rock, grade and compact to 95%.

HMA pave 4" section

Area #3 Purple Zone 8,350 SF:

Demolish conform areas and make base repairs at failed HMA areas. Furnish and install overlay only.

Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

C25-_____

Tack existing HMA roadway section and HMA pavement 2" thick overlay.

Locations without HMA or damage beyond repair in this area complete the following:

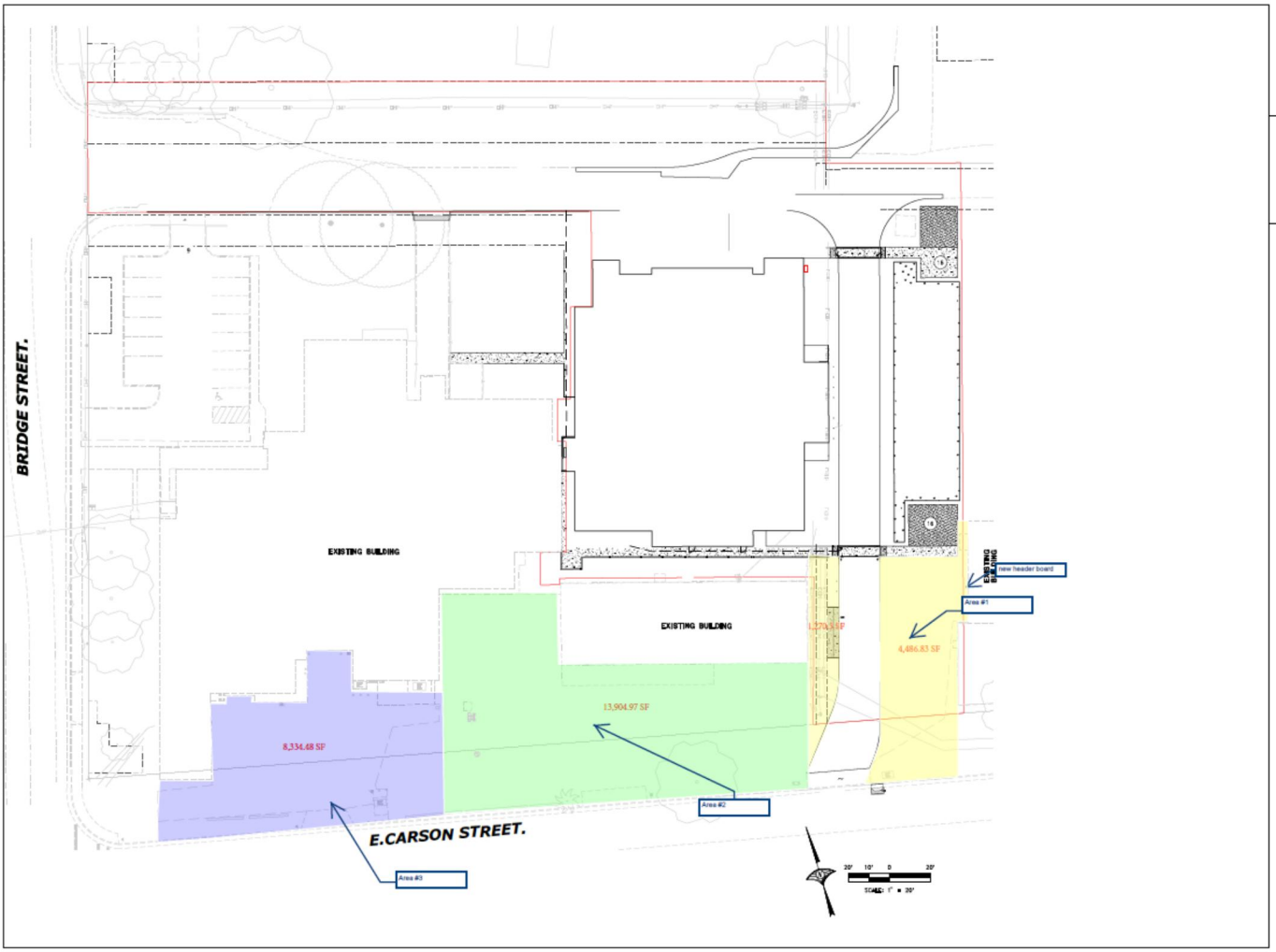
Provide demolition of existing conditions as needed.

Excavate down 16", export soils, rip, compact sub grade to 95% compaction.

Furnish and install 4" HMA over 12" class 2 base rock.

Furnish and install 12" class 2 base rock, grade and compact to 95%.

HMA pave 4" section



Attachment: Contract_Consolidated Engineering, Inc. [Revision 1] (10425 : Approve Contract with Consolidated Engineering, Inc.)

BID WORKSHEET

ASPHALT IMPROVEMENT PROJECT AT COLUSA COUNTY SHERIFF'S OFFICE

NAME Consolidated Engineering Inc

ADDRESS P.O. Box 701

CITY Valley Springs STATE CA ZIP CODE 95252 PHONE 925 7525366

EMAIL Casey@conengineering.net

DIR #: 1000529783 Contractor License # 1013580

ITEM	PRODUCT	PRICE
1	**AREA #1 – Yellow Zone**	$ 37,350
2	**AREA #2 – Green Zone**	$ 97,800
3	**AREA #3 – Purple Zone with HMA**	$ 14,700
4	**AREA #3 – Purple Zone without HMA**	$ 19,400
5	**OTHER – (describe)**	$ 0
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 0
	SUBTOTAL	$ 0
	LABOR	$ 18,000
	GRAND TOTAL	$ 187,250

VENDOR Consolidated Engineering Inc

Signature

Casey Curtin
Name (Printed or Typed)

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

This bid is made this 3 day of March, 2025.

Attachment: Attachment B (10425 : Approve Contract with Consolidated Engineering, Inc.)

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted
Pavement recycling systems	1000003363	10240 San Sevaine Way Jurupa Valley, CA 91752	Asphalt Milling

Attachment: Attachment B (10425 : Approve Contract with Consolidated Engineering, Inc.)

COUNTY OF COLUSA, CA

7.1

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-017, IB-018, IB-019, IB-020 and IB-021. (4/5th vote required)

Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-017, IB-018, IB-019, IB-020 and IB-021. **(4/5th vote required)**

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2024/25

Department	Fund	Object	Dept	Amount	IB#
Ag Commissioner	001	47983	560	$1,500.00	IB-017
Ag Commissioner	001	53230	560	$1,500.00	
Public Works - East Park Reservoir	046	46634	000	$4,500.00	IB-018
Public Works - East Park Reservoir	046	47922	000	$40.00	
Public Works - East Park Reservoir	046	53180	000	$4,540.00	
DHHS	001	46874	831	$5,000.00	IB-019
DHHS	001	55271	831	$5,000.00	
Sheriff's Office	001	45431	521	$8,491.00	IB-020
Sheriff's Office	001	47910	521	$11,470.00	
Sheriff's Office	001	47983	521	$300.00	
Sheriff's Office	001	47910	521	$3,335.00	
Sheriff's Office	001	48012	577	$5,558.47	
Sheriff's Office	001	46754	521	$1,908.44	
Sheriff's Office	001	45629	521	$7,698.96	
Sheriff's Office	001	45452	521	$6,495.26	
Sheriff's Office	001	45470	521	$6,296.04	
Sheriff's Office	132	31960	000	$2,284.00	
Sheriff's Office	001	57199	521	$8,491.00	
Sheriff's Office	001	53120	521	$11,470.00	
Sheriff's Office	001	53230	521	$300.00	
Sheriff's Office	001	51012	521	$25,450.74	

Sheriff's Office	001	51022	521	$979.96	
Sheriff's Office	001	51010	521	$702.45	
Sheriff's Office	001	53253	521	$384.45	
Sheriff's Office	001	53250	521	$439.57	
Sheriff's Office	001	53230	577	$3,335.00	
Sheriff's Office	132	53200	132	$315.00	
Sheriff's Office	132	53251	132	$750.00	
Sheriff's Office	132	53250	132	$1,219.00	
Probation	153	31960	000	-$65,010.00	IB-021
Probation	150	31960	000	$65,010.00	
Probation	153	59452	153	-$65,010.00	
Probation	150	59452	150	$65,010.00	

Prior Board Action

None.

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms.

Action for the Clerk

None.

ATTACHMENTS:

- IB017 - IB021 (PDF)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Ag Commissioner

Submitted By: Leeann Price

Digitally signed by Leeann Price
Date: 2025.03.05 14:01:56 -08'00'

Explanation: Recognizing the Revenue we received from a Community Engagement Funding Grant from California Department of Pesticide Regulation to be used for Public Outreach. Need to adjust Special Department Expense to cover the expense of supplies for the Farm Show outreach & Grower Meeting.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	47983	560	Miscellaneous Other Revenue	$ 500.00	$ 2,000.00	$ 1,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 1,500.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53230	560	Special Department Expense	$ 650.00	$ 2,150.00	$ 1,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 1,500.00

Fiscal Year: 2024-25

Board Date: 3/25/2025

Inter-Budget Log #: IB- 017

OpenGov Amendment #:

Attachment: IB017 - IB021 [Revision 1] (10451 : FY24/25 Inter-Budgets for Approval)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Public Works - East Park Reservoir

Submitted By: Kirsten Montejano

Digitally signed by Kirsten Montejano
Date: 2025.03.27 15:44:11 -07'00'

Explanation: To recognize revenue received for the waterfowl hunt and sale of a promotional item, and increase appropriations to cover a portion of a payment to CalOSHA.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
046	46634	000	Special Events	$ 46,200.00	$ 50,700.00	$ 4,500.00
046	47922	000	Promotional Sales	$ 0.00	$ 40.00	$ 40.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 4,540.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
046	53180	000	Professional Services	$ 87,960.00	92500	$ 4,540.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 4,540.00

Fiscal Year: 2024-25

Board Date: _____

Inter-Budget Log #: IB- 018

OpenGov Amendment #: _____

Attachment: IB017 - IB021 [Revision 1] (10451 : FY24/25 Inter-Budgets for Approval)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: DHHS

Submitted By: Norma Avila

Digitally signed by Norma Avila
Date: 2025.04.04 13:46:19 -07'00'

Explanation: We are requesting a budget adjustment to meet client needs for general relief to the end of the fiscal year. We are utilizing revenue received instead of asking for contingencies.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	46874	831	GENERAL RELIEF COLLECTION	$ 150.00	$ 5,150.00	$ 5,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 5,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	55271	831	GENERAL RELIEF	$ 10,000.00	$ 15,000.00	$ 5,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 5,000.00

Fiscal Year: 24/25

Board Date: _____

Inter-Budget Log #: IB- 019

OpenGov Amendment #: _____

Attachment: IB017 - IB021 [Revision 1] (10451 : FY24/25 Inter-Budgets for Approval)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2025.04.03 14:53:38 -07'00'

Explanation: Requesting to increase revenue and appropriations listed below:
521- Increase Salaries & Wages, Overtime, OASDI, Fixed Assets, Maintenance of Equipment, Fuel, Special Department Expenses and Transportation and Travel from Revenue funds comprised of SAFE Grant Q2, Sale of Fixed Assets, OHV Grant for Fix Asset purchase, reimbursement from OES Disasters (Park and Thompson Fires), DEA Grant, USFS Mendocino,Sikh Parade, Civil Subpoena Service, Badge purchases, Demo Day 911 Training,
577 - Increase Special Department Expenses - Increase revenue from Sale of Fixed Assets.
132- Increase Transportation and Travel, Education and training and Rents and Leases using fund balance.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	45431	521	Off-Highway Vehicle Grant	$ 0.00	$ 8,491.00	$ 8,491.00
001	47910	521	Sale of Fixed Asset	$ 8,500.00	$ 19,970.00	$ 11,470.00
001	47983	521	Miscellaneous - Other Revenue	$ 0.00	$ 300.00	$ 300.00
001	47910	577	Sale of Fixed Asset	$ 0.00	$ 3,335.00	$ 3,335.00
001	48012	521	Miscellaneous - Reimbursement	$ 0.00	$ 5,558.47	$ 5,558.47
001	46754	521	Law Enforcement Mendocino	$ 0.00	$ 1,908.44	$ 1,908.44
001	45629	521	DEA Grnt-Marijuana Eradication	$ 0.00	$ 7,698.96	$ 7,698.96
001	45452	521	OES Disaster Reimbursement	$ 0.00	$ 6,495.26	$ 6,495.26
001	45470	521	State Grant Award	$ 0.00	$ 6,296.04	$ 6,296.04
132	31960	0	Fund Balance	$ 0.00	$ 2,284.00	$ 2,284.00
						$ 0.00
						$ 0.00
					Total	$ 53,837.17

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	57199	521	Fixed Assets > $5,000	$ 15,000.00	$ 23,491.00	$ 8,491.00
001	53120	521	Maintenance of Equipment	$ 58,590.00	$ 70,060.00	$ 11,470.00
001	53230	521	Special Department Expenses	$ 5,800.00	$ 6,100.00	$ 300.00
001	51012	521	Overtime	$ 77,868.00	$ 103,318.74	$ 25,450.74
001	51022	521	OASDI	$ 265,808.00	$ 266,787.96	$ 979.96
001	51010	521	Salaries & Wages	$ 2,958,704.00	$ 2,959,406.45	$ 702.45
001	53253	521	Fuel	$ 136,013.00	$ 136,397.45	$ 384.45
001	53250	521	Transportation & Travel	$ 6,000.00	$ 6,439.57	$ 439.57
001	53230	577	Special Department Expenses	$ 9,650.00	$ 12,985.00	$ 3,335.00
132	53200	132	Rents & Leases Equipment	$ 1,224.00	$ 1,539.00	$ 315.00
132	53251	132	Education & Training	$ 350.00	$ 1,100.00	$ 750.00
132	53250	132	Transportation & Travel	$ 500.00	$ 1,719.00	$ 1,219.00
					Total	$ 53,837.17

Fiscal Year: 24-25

Board Date: _____

Inter-Budget Log #: IB- 020

OpenGov Amendment #: _____

Attachment: IB017 - IB021 [Revision 1] (10451 : FY24/25 Inter-Budgets for Approval)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Probation & ~~SB678 Comm Corrtn Pfrmc~~ AB109

Submitted By: Fanny Reynoso

Digitally signed by Fanny Reynoso
DN: OU=Probation, O=County of Colusa, CN=Fanny Reynoso, E=freynoso@countyofcolusaca.gov
Reason: I am approving this document
Location:
Date: 2025.04.11 12:21:06-07'00'
Foxit PDF Editor Version: 13.0.0

Explanation: To reduce CalTrans funding for work release and use AB109 (fund 150) fund balance to increase transfers out to backfill probation budget for lost revenue, covering the work release program.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
153	31960	000	Fund Balance	$ 0.00	-$ 65,010.00	-$ 65,010.00
150	31960	000	Fund Balance	$ 0.00	$ 65,010.00	$ 65,010.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 0.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
153	59452	153	Transfers Out	$ 65,010.00	0	-$ 65,010.00
150	59452	150	Transfers Out	$ 403,486.00	468496	$ 65,010.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 0.00

Fiscal Year: 24-25

Board Date: _____

Inter-Budget Log #: IB- 021

OpenGov Amendment #: _____

Attachment: IB017 - IB021 [Revision 1] (10451 : FY24/25 Inter-Budgets for Approval)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve letter of support for a new Police Department facility to Congressmen Doug LaMalfa

Approve letter of support for a new Police Department facility to Congressmen Doug LaMalfa.

Detailed Description/Background of request
Police Chief Fitch has requested a letter of support to Congressmen Doug LaMalfa for Community Project funding to construct a new Police Department facility.

Prior Board Action
None

Fiscal Impact/Funding Source
None.

Action for the Clerk
send to Josh Fitch, City of Colusa Police Chief at jfitch@colusapd.gov

ATTACHMENTS:

- Draft Support Ltr to Congressman Lamalfa (DOC)

JOSE MERCED CORONA, DISTRICT I,
VICE-CHAIR
DAURICE K. SMITH, DISTRICT II
CHAIR
KENT S. BOES, DISTRICT III,
RANDY WILSON, DISTRICT IV,
JANICE A. BELL, DISTRICT V

COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

April 16, 2025

The Honorable Doug LaMalfa
United States Congress
Yuba City District Office
1585 Butte House Rd, Suite D
Yuba City, CA 95993

Dear Congressman LaMalfa,

The Colusa County Board of Supervisors, is pleased to offer strong support for the City of Colusa's request for $13 million in Community Project Funding to construct a new Colusa Police Department facility.

The existing police station, housed in an outdated structure, no longer meets the operational or safety needs of the law enforcement personnel or the community they serve. The new facility will replace a building that is functionally obsolete and provide modern space for critical services, including public safety operations, officer training, and a secure public room for community programs.

Colusa County is home to a resilient and diverse population, with the City of Colusa serving as the county seat. More than half of Colusa's residents identify as Hispanic or Latino, and many families live in low- to moderate-income households. The need for equitable, community-centered policing infrastructure in our rural communities is urgent and well-documented.

This project is shovel-ready in concept, and local funds have already been committed to preliminary planning and design. However, federal support is essential to ensure that construction can move forward. The requested funds will allow the City to proceed with a full build-out, providing an immediate and long-term benefit to the region.

The Board of Supervisors recognizes the importance of strengthening rural infrastructure and public safety systems. This project directly supports both goals. We respectfully urge your consideration and support for this critical investment in Colusa County's future.

Sincerely,

Daurice Smith, Chair
Colusa County Board of Supervisors

Attachment: Draft Support Ltr to Congressman Lamalfa [Revision 1] (10479 : Support letter new City Police Department)

COUNTY OF COLUSA, CA

11.1

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

11.2

Request For County Board of Supervisors Action

MEETING DATE: April 22, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: CLOSED SESSION: PUBLIC EMPLOYMENT California Government Code 54957(b). Title: County Administrative Officer.

CLOSED SESSION: PUBLIC EMPLOYMENT
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Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk