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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
Board of Supervisors

Agenda

April 13, 2021

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

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

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

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of March 30, 2021 Closed Session
- Announcement of Closed Session

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

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

CONSENT AGENDA

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

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

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

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

4. SHERIFF
Approve Memorandum Of Understanding (MOU) with the **State of California Campaign Against Marijuana Planting (CAMP)** program, effective July 1, 2021 and authorize the Sheriff to sign.

5. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve standard agreement with the **California Department of Social Services** for Child and Family Service Reviews and Quality Assurance.

6. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Sub-recipient Agreement with **Glenn County** for Emergency Solutions Grant - Coronavirus Funds effective December 24, 2020 and authorize County Administrative Officer to sign.

7. AG COMMISSIONER
Approve agreement with **The Regents of the University of California** for trapping of Invasive Shot-Hole Borers, effective date of signing.

8. BEHAVIORAL HEALTH
Approve agreement with the **44th District Agricultural Association** for a car show event hosted by Safe Haven and Behavioral Health at the Colusa County Fairgrounds and authorize the County Administrative Officer to sign.

9. PURCHASING AND PROCUREMENT/MENTAL HEALTH
Approve Second Modification to **Restpadd Health Corporation, LLC,** for hospital-based psychiatric inpatient services.

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

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

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

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

14. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Approve Fourth Modification to **Aircon Energy, Inc**. for energy services design and installation.

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

16. PURCHASING AND PROCUREMENT/SHERIFF
Approve License and Service agreement with **Tyler Technologies** for civil process software.

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

END OF CONSENT AGENDA

IV. CHILD ABUSE PREVENTION COUNCIL
1. Adopt a Proclamation declaring the month of April 2021 as Child Abuse Prevention Month.

V. AUDITOR
1. Approve Special Claims.

VI. COMMUNITY DEVELOPMENT DEPARTMENT/WATER MANAGEMENT
1. Receive Report on local water management matters.

VII. BOARD OF SUPERVISORS/COUNTY ADMINISTRATIVE OFFICE

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

VIII. SUPERVISORS' REPORTS OR COMMENTS

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

X. CLOSED SESSION/COUNTY COUNSEL

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

ADJOURN

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

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

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

COUNTY OF COLUSA, CA **1.1**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Ann Nordyke**
SUBJECT:	**COVID-19 Public Health Officer Update**

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

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

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the March 30, 2021 Board of Supervisors meeting minutes**

Approve the March 30, 2021 Board of Supervisors meeting minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

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

ATTACHMENTS:

- 03-30-21 Minutes (PDF)

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

County of Colusa
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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

March 30, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 30th day of March 2021 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, J. Merced Corona, Denise J. Carter and Gary J. Evans.

Present: Jennifer Sutton, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Greg Plucker, Mary Fahey, Community Development Department.
Mike Azevedo, Public Works Department.
Elizabeth Kelly, Health and Human Services Department.
Kaline Moore, Todd Manouse, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Noel O'Neill, Jeannie Scroggins, Behavioral Health Department.
Michael Rogers, Probation Department.
Susan Meeker, Pioneer Review.

Present via Teleconference: Brianna Lierman, California Health and Wellness.
Ben Flores, Ampla Health.
Jason McMullan, Ministerial Association of Colusa County.
Don Parsons, Veterans Office.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT
None.

Attachment: 03-30-21 Minutes (6492 : Approve the March 30, 2021 Board of Supervisors meeting minutes)

REPORT OUT OF MARCH 16, 2021 CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION

California Government Code section 54957(b). Title: County Administrative Officer. Counsel states there is no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session item as follows:

1. LIABILITY CLAIM
   California Government Code section 54956.95
   Claimant: Kelly McDowell

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly.

II. STAFF REPORTS

Ms. Fahey updates the Board on matters pertaining to the Groundwater Sustainability Plan.

Mr. Azevedo updates the Board on the water levels for East Park Reservoir and the progress on Maxwell Road. He also states that there is a partnership with California Northern Railroad for road work that will be done on Central Avenue in Maxwell.

Mr. Rogers updates the Board on items pertaining to his department. He speaks to legislative issues impacting the department and the JJCC, as well as a technology pilot program for monitoring adult probationers.

Mr. O'Neill updates the Board on matters pertaining to his department and speaks to items he will be placing on future Agendas.

Ms. Tyler introduces Noel O'Neill, the new Interim Director for Behavioral Health.

CONSENT AGENDA

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

1. BOARD OF SUPERVISORS
   Approve the March 16, 2021 Board of Supervisors meeting minutes.

2. BOARD OF SUPERVISORS
   Approve the March 24, 2021 Board of Supervisors Special meeting minutes.

3. SHERIFF/OES
   Approve Spending Plan for CalOES FY2020 Emergency Management Performance Grant Program- Supplemental (EMPG-S).

4. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
   Approve Contract No. **C21-040** amendment to agreement (No. 17-10312) with **California Department of Public Health (CDPH)** for vaccination coverage for the public to increase the grant by $39,696 for FY 2020-21.

Attachment: 03-30-21 Minutes (6492 : Approve the March 30, 2021 Board of Supervisors meeting minutes)

5. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

Approve Contract No. **C21-041** Work Order Agreement Amendment 1 with **Public Health Foundation Enterprises, Inc. DBA Heluna Health**, for Covid-19 mitigation in Colusa County, effective May 1, 2020.

6. HEALTH AND HUMAN SERVICES/HEALTH DEPARTMENT

Approve Contract No. **C21-042** Memorandum of Understanding and addendum with the **California Government Operations Agency** to provide for COVID-19 vaccinations, and authorize County Administrative Officer to sign.

7. AG COMMISSIONER

Approve Contract No. **C21-043** with **California Rice Commission,** for rice pesticide surveillance, effective May 1, 2021 and authorize the County Agricultural Commissioner to sign.

8. PURCHASING AND PROCUREMENT/SUBSTANCE ABUSE

Approve Contract No. **C21-044** Second Modification to C19-170 with Stacy Johnson dba **Johnson's House of Sobriety** for clean and sober transitional living facility services, effective January 1, 2021.

9. PURCHASING AND PROCUREMENT/PSPS RESILIENCY GRANT

Approve the purchase of two Generac Mobile Light Towers from Holt of California and authorize Purchasing Agent to sign Purchase Order.

10. PUBLIC WORKS/REGIONAL TRANSPORTATION

Approve Contract No. **C21-045** Fourth amendment to the Joint Powers Agreement (JPA) (C06-001) with the **City of Colusa and the City of Williams** to provide for transportation/transit service within the County.

11. COUNTY ADMINISTRATIVE OFFICE

Approve Letter Opposing Changes to California Code of Regulations, Title 17, Section 7000, 7002 and 7014 regarding Syringe Exchange Program Regulations

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

IV. HUMAN RESOURCES/PROBATION

1. Approve the revised job description for the Work Crew Supervisor classification.

Comments received by Ms. Church.

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

Attachment: 03-30-21 Minutes (6492 : Approve the March 30, 2021 Board of Supervisors meeting minutes)

HUMAN RESOURCES/BEHAVIORAL HEALTH

2. Approve the revised job description for the Medical Billing Specialist classification.

Comments received by Ms. Church.

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

HUMAN RESOURCES/AG COMMISSIONER

3. Approve the revised job description for the Assistant Agricultural Commissioner and Sealer of Weights and Measures classification.

Comments received by Ms. Church.

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

HUMAN RESOURCES/PERSONNEL

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

Comments received by Ms. Church.

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

V. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

1. Approve joint letter with Partnership HealthPlan of California and 9 other counties to the California Department of Health Care Services (DHCS) indicating Colusa County's intent to transition to a Partnership Health Plan Medi-Cal Managed Care Plan (MCP). **(Tabled from the March 16, 2021 meeting)**

Comments received by Ms. Kelly, Mr. O'Neill, Ms. Lierman, Mr. Flores and Mr. McMullan.

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

VI. AUDITOR

1. Approve Special Claims.

There are no special claims.

Attachment: 03-30-21 Minutes (6492 : Approve the March 30, 2021 Board of Supervisors meeting minutes)

Chair Evans declares a recess at 10:12 a.m. and reconvenes at 10:19 a.m. with all Supervisors present.

Present: Jennifer Sutton, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Greg Plucker, Mary Fahey, Community Development Department.
Mike Azevedo, Public Works Department.
Elizabeth Kelly, Health and Human Services Department.
Kaline Moore, Todd Manouse, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Noel O'Neill, Jeannie Scroggins, Behavioral Health Department.
Michael Rogers, Probation Department.
Susan Meeker, Pioneer Review.

Present via Teleconference: Brianna Lierman, California Health and Wellness.
Ben Flores, Ampla Health.
Jason McMullan, Ministerial Association of Colusa County.
Don Parsons, Veterans Office.

VII. COMMUNITY DEVELOPMENT DEPARTMENT/WATER RESOURCES

1. Receive 2020 Annual Report from the Colusa County Groundwater Commission.

Comments received by Ms. Fahey.

2. Adopt **Resolution No. 21-013** a Resolution of Intent for the temporary sale and transfer of a portion of the County's Central Valley Project contracted water.

Comments received by Mr. Plucker.

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

VIII. COUNTY ADMINISTRATIVE OFFICE/RISK MANAGEMENT

1. Presentation on Loss Prevention and Safety activities.

Comments received by Mr. Manouse and Ms. Tyler.

IX. BOARD OF SUPERVISORS

1. Approve Contract No. **C21-046** with **Glenn-Colusa Irrigation District** for shared maintenance work involving bridges and conduits on or near county roadways, effective March 30, 2021.

Attachment: 03-30-21 Minutes (6492 : Approve the March 30, 2021 Board of Supervisors meeting minutes)

Comments received by Ms. Tyler and Mr. Azevedo.

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

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Corona

Meetings/functions attended:

- Service Members Memorial meeting
- Special Board meeting
- COVID Briefing
- County Counsel Farewell

Supervisor Carter

Meetings/functions attended:

- Middle Upper Sacramento River Regional Flood Management Committee
- COVID Briefing
- CSAC Rural Caucus COVID Working Group
- Quilt Display
- March of the Minis
- Colusa Groundwater Authority Board meeting
- Special Board meeting
- County Counsel Farewell

Supervisor Smith

Meetings/functions attended:

- COVID Briefing
- Behavioral Health meeting with Interim Director
- Mental Health Services Stakeholder meeting
- CAP meeting
- Colusa County Conservation District meeting
- Special Board meeting
- County Counsel Farewell

Supervisor Boes

Meetings/functions attended:

- NACo Legislative Conference
- Williams City Council meeting
- Special Board meeting
- County Counsel Farewell

Supervisors Evans

Meetings/functions attended:

- Sites meetings
- Agenda Review
- Special Board meeting

Attachment: 03-30-21 Minutes (6492 : Approve the March 30, 2021 Board of Supervisors meeting minutes)

County Counsel Farewell

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states that SB79 to abolish the office of Road Commissioner will be before the Senate Governance Finance Committee on April 8, 2021 and budget instructions were released to all Departments.

Chair Evans declares a recess at 10:48 a.m. to convene in Closed Session.

XII. CLOSED SESSION/COUNTY COUNSEL

1. LIABILITY CLAIM
   California Government Code section 54956.95
   Claimant: Kelly McDowell

Chair Evans adjourned Closed Session at 11:15 a.m. to reconvene in Regular Session with all Supervisors present.

Present: Wendy G. Tyler, Ann Nordyke, Todd Manouse, CAO's Office.

XIII. BOARD OF SUPERVISORS

1. County Mandated Safety Training for the Board members.

Mr. Manouse reviews the following subjects:

- Driver Safety
- IIPP
- Workplace Violence Prevention
- Emergency Action Plan
- Fire Extinguisher Use
- Loss Prevention
- Role of Supervisor

Chair Evans adjourned the meeting at 1:28 p.m. to reconvene in Regular Session on April 13, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 03-30-21 Minutes (6492 : Approve the March 30, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA

3.2

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Kirill Obraztsov**

SUBJECT: **Senior Nutrition Subcontract Amendments with CSU Chico Research Foundation**

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

Detailed Description/Background of request

This are Amendments 1 and 2 for the Subcontract between the County of Colusa Department of Health and Human Services and the California State University, Chico Research Foundation for Senior Nutrition services through County of Colusa.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico's Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Under the terms of the agreement, the County of Colusa Health & Human Services will serve 4,199 Congregate Meals and 12,082 Home Delivered Meals to residents of Colusa County.

The County of Colusa was awarded an additional $48,632 (Amendment 1) and $5,983 (Amendment 2), for the total amount of the contract of $149,793, to serve meals to residents of the Colusa County.

The term of the subcontracts is July 1, 2020 through June 30, 2021

Prior Board Action

Subcontract with CSUC was approved on January 19, 2021.

Fiscal Impact/Funding Source

No impact on County General Fund. Total award increased from $95,178 to $149,793.

Action for the Clerk

Please have Wendy Tyler, County Administrative Officer, sign two copies of approved amendment and send the documents to:

Chico State Enterprises

Attn: Michele Flowerdew

25 Main St. Suite 103, Chico CA 95928

Please forward one scanned pdf copy of both signed amendments to Kirill Obraztsov at DHHS:

kirill.obraztsov@countyofcolusa.com

ATTACHMENTS:

- A1 to SUB20-022 Colusa DHHS (PDF)
- C21-012 California State University, Chico Research Foundation (PDF)
- A2 to SUB20-022 Colusa DHHS (PDF)
- B1 to A2 (PDF)

SUBCONTRACT

SUBCONTRACT NUMBER	AM. NO.
SUB20-022	1
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT AMENDMENT, made and entered into upon date of last signature, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME
COUNTY OF COLUSA ,herein called **Subcontractor.**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), received a Federal Passthrough Award, AP-2021-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime award for the Title III programs.

Subcontractor SUB20-022 was executed on March 2, 2021 and is hereby incorporated into this amendment.

Contractor was awarded an additional distribution of CARES act funding by CDA. A portion of the distribution was allocated to Subcontractor for its Title IIIC program.

Contractor and Subcontractor hereby agree to the following modifications:

1. Contractor awards a additional funding of $48,632.00 for a total not to exceed $143,810.00.
2. Contractor shall invoice as per the invoicing terms of the contract.
3. Expenditures against these funds will be reported on the CAREs/FFCRA invoice form.
4. All other terms and conditions remain the same.

This contract has been executed by the parties, hereto, upon the date of final signature:

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	**CONTY OF COLUSA**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Flowerdew Director, Sponsored Programs Administration	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 103, CA 95928-5388 mflowerdew@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 48,632.00	$ 143,810.00	SP-64875-01, SP-64876-01, SP-64888-01

Attachment: A1 to SUB20-022 Colusa DHHS (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

C21-0

SUBCONTRACT

SUBCONTRACT NUMBER	AM. NO.
SUB20-022	
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into upon date of last signature, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

COUNTY OF COLUSA ,herein called **Subcontractor.**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), received a Federal Passthrough Award, AP-2021-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime award for the Title III programs.

Subcontractor agrees, at its own expense, to furnish all equipment, labor and materials necessary to provide Funder with the services as follows:

The Term of this Subcontract shall commence 7/1/2020 and will end 6/30/2021.

The maximum amount of this Subcontract is $ 95,178.00. Funding sources for this award are detailed in Exhibit A.

Subcontractor agrees to provide nutrition services and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subcontract Agreement by this reference:

Exhibit A and Exhibit AA - Scope of Work
Exhibit B and Exhibit BB – Budget Detail, Payment Provisions, and Closeout
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions
Exhibit E – Additional Provisions

This contract has been executed by the parties, hereto, upon the date first above written:

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	**COUNTY OF COLUSA**
BY (AUTHORIZED SIGNATURE) DATE Michele Flavender 3/2/2021	BY (AUTHORIZED SIGNATURE) DATE Wendy G Tyler 1/19/21
PRINTED NAME AND TITLE OF PERSON SIGNING ~~Mary Sidney~~ Michele Flavender ~~Chief Executive Officer~~ Director, Sponsored Programs	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 103, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 95,178.00	$ 95,178.00	SP-64875-01, SP-64876-01

Attachment: C21-012 California State University, Chico Research Foundation (6464 : Senior Nutrition Subcontract Amendments with CSUC

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

Attachment: C21-012 California State University, Chico Research Foundation (6464 : Senior Nutrition Subcontract Amendments with CSUC

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

☑ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Wendy G. Tyler, CAO
Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

1/19/21
Date

Area Plan
CDA Program/Project

20-022
Contract Number

Attachment: C21-012 California State University, Chico Research Foundation (6464 : Senior Nutrition Subcontract Amendments with CSUC

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)

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

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):	Federal ID Number:
County of Colusa	94-6000508
By (Authorized Signature): Wendy G Tyler	
Printed Name and Title of Person Signing: Wendy G. Tyler, CAO	
Date Executed: 1/19/21	Executed in the County and State of: Colusa, CA

Indicate all California Department of Aging contracts your organization participates in:

- [x] Area Plan (AP)
- [ ] Financial Alignment (FA)
- [ ] HICAP (HI)
- [ ] MIPPA (MI)
- [ ] MSSP (MS)
- [ ] SNAP-Ed (SP)
- [ ] Title V (TV)

Attachment: C21-012 California State University, Chico Research Foundation (6464 : Senior Nutrition Subcontract Amendments with CSUC

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

By (Authorized Signature)

Wendy G. Tyler

Printed Name and Title of Person Signing

Wendy G. Tyler, CAO

Date Executed	Executed in the County of
1/19/21	Colusa

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

Attachment: C21-012 California State University, Chico Research Foundation (6464 : Senior Nutrition Subcontract Amendments with CSUC

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

Attachment: C21-012 California State University, Chico Research Foundation (6464 : Senior Nutrition Subcontract Amendments with CSUC

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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CERTIFICATE NO. MM2-45

CERTIFICATE OF COVERAGE

ISSUE DATE 09/28/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE NO: 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY A- **Public Risk Innovation, Solutions and Management**

MEMBER
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

COVERAGE AFFORDED BY B

COVERAGE AFFORDED BY C

COVERAGE AFFORDED BY D

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	Medical Professional Services and Limited General Liability **Claims Made**	PRISM 20 M2 CM 04	10/01/2020	10/01/2021	$1,000,000 PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S DEDUCTIBLE AGGREGATE: NOT APPLICABLE SUBJECT TO A $25,000 DEDUCTIBLE PER MEDICAL EVENT, EVENT OR OFFENSE

Description of Operations/Locations/Vehicles/Special Items:
AS RESPECTS EVIDENCE OF COVERAGE FOR THE SENIOR NUTRITION PROGRAM THAT IS FUNDED THROUGH PASSAGES ADULT RESOURCE CENTER.

Certificate Holder

AREA AGENCY ON AGING
25 MAIN STREET, SUITE 202
CHICO, CA 95932

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: C21-012 California State University, Chico Research Foundation (6464 : Senior Nutrition Subcontract Amendments with CSUC

EXHIBIT A - SCOPE OF SERVICE

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2021:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

   Subgrantee shall provide the following amount of meals in Colusa County:

	7/1/2020 – 6/30/2021
Congregate meals	4,199
Home Delivered Meals	12,082

2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.

   a) Subgrantee will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.

   b) Subgrantee will provide a minimum of four (4) presentations at the Colusa congregate site, one in each quarter of the grant year.

   c) Subgrantee will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.

   d) Not more than $3,750 shall be budgeted for this activity.

3. In-Service Training: Subgrantee will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subgrantee will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.

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5. Nutrition Risk Assessment: Subgrantee will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.

6. Monitoring of food facilities: Subgrantee will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subgrantee shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

7. Monitoring of Home-Delivered Routes: Subgrantee will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

8. Satisfaction Survey: Subgrantee will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.

9. Subgrantee will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subgrantee will serve the geographic area of Colusa County. Nutrition service will be available at a minimum, in Colusa.

B. TARGET POPULATION OBJECTIVES

1. Subgrantee will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally, those older persons at risk of institutionalization should be given priority.

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Target Population in Greatest Social and Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	20
New Low Income	4	8
New Minority	7	14

C. REPORTING

1. Subgrantee shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.

2. Budget must make provision for payment of data base usage to RTZ.

3. Performance by Subgrantee shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

4. For performance objectives falling below 85% of the contracted level of units of service, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

4. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.

5. Failure of Subgrantee to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to $1/12^{th}$ of the total award amount each month, but there may be months where the costs are higher or lower. Subgrantee is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subgrantee may request an advance of up to $1/12^{th}$ of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meals served at the rate of $8.89 per eligible congregate meal and $3.38 per eligible home-delivered meal, upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.

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3. The Subgrantee shall be compensated according to the following table, not to exceed the maximum available amounts shown:

	Colusa DHHS	
	IIIC1 Congregate	IIIC2 Home Delivered
Fed Award	$25,341.00	$18,219.00
State GF Award	$11,999.00	$22,634.00
Fed USDA NSIP	$2,770.00	$4,937.00
FFCRA	$4,424.00	$4,854.00
Program Total	**$44,534.00**	**$50,644.00**
Subgrantee Total	**$95,178.00**	

E. MATCHING CONTRIBUTION
Subgrantee shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subgrantee's matching contribution.

F. EQUIPMENT PURCHASE
Equipment purchase must be on the budget and approved before purchase.

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Exhibit AA
Scope of Work
Title III

Scope of Work

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to Title III Programs

1. **Eligible Service Population for Title III B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]

2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:

      (1) Any older individual.

      (2) The spouse of any older individual.

      (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

      (4) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

      (5) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

   b. Individuals eligible to receive a home-delivered meal are individuals who are:

      (1) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].

      (2) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

      (3) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

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3. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

4. **Individual with a disability** The term ''individual with a disability'' means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

5. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

6. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

7. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

8. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

9. **One-Time-Only Funds** means:

    a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

    b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

    c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

10. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

11. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:

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a. Voluntary contributions received from a participant or other party for services received.

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract-supported activities.

d. Proceeds from the sale of goods created under an AAA subcontract agreement.

12. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

13. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

14. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria [22 CCR 7638.7(a)]:

    a. Be open to the public. [45 CFR 1321.53(b)(3)]

    b. Not means test. [OAA § 315(b)(3)]

    c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]

    d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

15. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

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C21-012

Exhibit AA
Scope of Work
Title III

ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

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1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subcontractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, CSE

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CSE and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

6. If applicable, secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

8. Facilitate CSE's subcontracting process.

9. Facilitate CSE's process of review, approval, and monitoring of subcontractor's budgets and expenditures and any subsequent amendments and revisions to budgets. Subcontractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement.

10. Facilitate CSE's process of monitoring, on an ongoing basis, Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subcontractor administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. CSE must follow up and ensure that Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite

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program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.

11. If this Subcontract Agreement is for the provision of nutrition services, facilitate CSE's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

    a. Inspection of non-food preparation nutrition sites at least every other year.

    b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

    c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

12. If this Subcontract Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subcontractor's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

13. Request, as needed, from CSE, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data.

14. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Maintain a program data collection and reporting system as specified in Exhibit E of this Subcontract agreement.

17. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:

    a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388

    b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926

    c. Senior Center, 2450 Oro Dam Blvd, Ste. S, Oroville, CA 95965

    d. Paradise Ridge Senior Center, 877 Nunneley Road, Paradise, CA 95969

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e. Colusa County Library, 738 Market St, Colusa, CA 95932

f. Orland Senior Center, 19 Walker Street, Orland, CA 95963

g. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988

h. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020

i. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122

j. Greenville Town Hall, 120 Bidwell St, Greenville, CA 95947

k. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971

l. Mohawk Resource Center, Highway 89, Graeagle, CA

m. Corning Senior Center, 1015 Fourth St, Corning, CA 96021

n. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055

o. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080

18. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

19. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

20. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

21. Report a meal only once either as a Title III meal or a Title VI meal.

22. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

23. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal

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statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include Same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]

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Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

   a. Mileage/Per Diem (meals and incedentals)/Lodging: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   b. Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   This is not to be construed as limiting the Subcontractor from paying any differences in costs, from funds other than those provided by CSE, between the CalHR rates and any rates Subcontractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CSE. [SCM 2.17.2.A(4)]

   Subcontractor agrees to include these requirements in all sub-subcontracts it enters into with sub-subcontractors to provide services pursuant to this Subcontract Agreement.

3. CSE reserves the right to refuse payment to Subcontractor or disallow costs for any expenditure, as determined by CSE to be: out of compliance with this Subcontract Agreement, unrelated or inappropriate to subcontract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. Subcontractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Subcontractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

   Subcontractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Subcontract Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

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

2. This Subcontract Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subcontract Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subcontract Agreement in any manner.

3. Limitation of Liability of CSE and/or State

Payment for performance by the Subcontractor shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subcontract, approval by CSE of Subcontractor's budget, and approval by the State of CSE's itemized Area Plan Budget incorporating Subcontractor's budget. No legal liability on the part of the State nor the CSE may arise under this Subcontract until funds are made available,

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Subcontractor's budget has been received and approved by CSE, the State has approved CSE's itemized Area Plan Budget incorporating Subcontractor's budget, and Subcontractor has received an executed Subcontract.

4. Funding Reduction(s)

   a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, CSE shall have the option to either:

      (1) Terminate Subcontractor pursuant to Exhibit D., Article XII., A.

      (2) Offer a subcontract amendment to Subcontractor to reflect the reduced funding for this Subcontract.

   b. In the event that CSE elects to offer an amendment, it shall be mutually understood by both parties that:

      (1) CSE reserves the right to determine which subcontracts, if any, under this program shall be reduced.

      (2) Some subcontracts may be reduced by a greater amount than others, and

      (3) CSE shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CSE. Interest amounts up to $500 per year may be retained by the Subcontractor for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. Subcontractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]

   a. The Subcontractor receives less than $120,000 in federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

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d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

A. Subcontractor shall be compensated for expenses only as itemized in Subcontractor's budget then most recently approved by CSE and shall not be entitled to payment for those expenses until review and approval by CSE of Subcontractor's budget and until review and approval by the State of CSE's Area Plan Budget incorporating Subcontractor's budget. Subcontractor's Budget as approved by CSE is hereby incorporated by reference into this Subcontract Agreement as a part of Exhibit B.

B. At any time during the Subcontract period, CSE may request that Subcontractor revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.

C. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subcontractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
2. Fringe Benefits.
3. Contractual Costs – subcontract and consultant cost detail.
4. Indirect Costs.
5. Rent - specify square footage and rate.
6. Supplies.
7. Equipment - detailed descriptions and unit costs.
8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Other Costs - a detailed list of other operating expenses.

D. Indirect Costs

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1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subcontractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

2. Subcontractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title IIIB, IIIC, Program Income must be spent before Subcontract funds (except as noted in 4) and may reduce the total amount of Subcontract funds payable to the Subcontractor.

4. For Title IIIB and IIIC programs, if Program Income is earned by Subcontractor in excess of the amount reported in Subcontractor's last CSE-approved budget, and if aggregate Program Income earned by all providers and CSE exceeds the amount reported in CSE's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subcontractor may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.

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5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Subcontract Agreement.

7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

One-Time-Only funds are grant funds which are additional to Subcontractor's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subcontract Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subcontractor for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, Subcontractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subcontract period.

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Subcontractor, a sub-subcontractor, or other local resources that qualify as match for the Subcontract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

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2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. Subcontractor may make written request to CSE for approval of a revision to Subcontractor's budget, but CSE may withhold such approval if such revision might cause CSE not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.

B. The final date to submit a request for a budget revision initiated by Subcontractor is December 15th of the Subcontract Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by CSE.

C. The final date to submit a request for a budget revision containing line item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.

2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.

3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

E. Equipment

Equipment/Property with per unit cost of $5,000 or more requires justification from Subcontractor and prior approval from CSE and CDA. The Subcontractor must submit a detailed listing of equipment purchases in its budget.

ARTICLE V. PAYMENTS

A. Title III B and III C Programs

The Subcontractor shall prepare and submit to CSE a monthly expenditure report and request for payment, in a format determined by CSE, no later than the 20th calendar day of each month. The

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report shall include all costs and funding sources for the month prior, including NSIP for III C programs.

B. CSE shall review requests for payment to ensure compliance with the approved Subcontract budget and will analyze current cash needs.

C. CSE shall pay Subcontractor a total not to exceed the maximum amount specified herein. Payments to Subcontractor will be made after Enterprises receives funds from the Prime agency.

D. CSE may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subcontractor, until such time as CSE determines that the financial management standards are met.

E. Maximum Funds Available

In consideration of the timely performance of the Subcontractor in a manner consistent with the law and this Subcontract Agreement, including reporting requirements, CSE shall pay the Subcontractor the **lesser** of (1) the Subcontractor's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed; or (2) the maximum subcontract award for each category of service as specified herein, or as hereinafter modified in writing by CSE; or (3), at the option of CSE, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum subcontract baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by CSE.

ARTICLE VI. CLOSEOUT

A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 20, 2020.

If a Subcontract is terminated prior to the end of the subcontract period, all reports are due within 20 calendar days following the date of termination.

B. At CSE's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subcontractor fails to report sufficient match in the Financial Closeout Report.

C. If the final expenditures reported to CSE exceed the amount paid to Subcontractor, CSE will reimburse the difference to Subcontractor up to the maximum amount. If the expenditures reported by Subcontractor are less than the payment amount, CSE will invoice Subcontractor for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

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Exhibit C
General Terms & Conditions
(Modified UTC 02/2020)

General Terms and Conditions

1. **Approval**

This Subcontract Agreement is of no force or effect until CSE's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subcontractor may not commence performance until such approval has been obtained.

2. **Amendment**

No amendment or variation of the terms of this Subcontract agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in the Subcontract Agreement is binding on any of the Parties.

3. **Conflict of Interest**

A. Conflict of Interest

1) CSE intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers and directors of the Subcontractors. Thus, CSE reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to CSE review and prior approval.

2) Conflicts of interest include, but are not limited to:
   a) An instance where Subcontractor, or any employee, officer, or director of Subcontractor receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.
   b) An instance where, in connection with the performance of services hereunder, the Subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to the paragraph A above, the knowledgeable Party shall inform the other Party, and Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, Subcontractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by CSE in its reasonable discretion and cannot be resolved to the satisfaction of CSE, the conflict will be grounds for terminating the Subcontract Agreement for good cause pursuant to Article XII of Exhibit D of this Subcontract Agreement. CSE may, at its discretion upon receipt of a written request from Subcontractor, authorize an

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extension of the timeline indicated herein.

4. **Audit**

Subcontractor agrees that CSE, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subcontractor agrees to refund to CSE any amounts claimed for reimbursement and paid to Subcontractor which are later disallowed by CSE after audit or inspection of records.

5. **Use of Name and Publicity**

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party

6. **Notices**

All notices permitted or required under this Subcontract Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the Party as specified in Exhibit A3 of this Subcontract Agreement.

7. **Subject Headings**
Headings within this Subcontract Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

8. **Force Majeure**

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

9. **Nondiscrimination**

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes. The Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws, and requires the following

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language be included in this UTC. With respect to this section, "contract" means this Subcontract Agreement; "contractor" means Subcontractor; and "subcontract" means sub-subcontract.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

10. **Governing Law**

This Subcontract Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

11. **Severability**

The invalidity or unenforceability of any provisions of this Subcontract Agreement shall not affect the validity or enforceability of any other provision of this Subcontract Agreement, which shall remain in full force and effect.

12. **Entire Agreement**

This Subcontract Agreement constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.

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Exhibit D
Special Terms and Conditions
Title III

Special Terms and Conditions

Agency (Required for federal funding source)	**Prime Agreement Number/Date** (if available)	**If Federal, CFDA Number**	**Is prime award R&D? (yes/no)**
U.S. Department of Health and Human Services, Administration for Community Living		93.044 93.045 93.053	No

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. The term "Subcontract Agreement" or "Subcontract" shall mean this numbered Subcontract Agreement, Exhibits A, AA, BB, C, D, and E, and Exhibit B which is Subcontractor's Budget as approved by CSE, amendments hereto, the Request for Proposal and Subcontractor's Proposal, if any, the terms and conditions of Agreement No. AP-1920-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.

2. "Subcontractor" means the governmental, nonprofit or other legal entity awarded funds under this Subcontract Agreement and is accountable to CSE and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subcontract Agreement.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "Cal. Gov. Code" means California Government Code.

6. "OMB" means the federal Office of Management and Budget.

7. "Cal. Pub. Con. Code" means the California Public Contract Code.

8. "Cal. Civ. Code" means California Civil Code

9. "Reimbursable item" also means "allowable cost" and "compensable item."

10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

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11. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services.

16. "OAA" means Older American Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The HHS Grant Terms and Conditions.

2. The Older American Act and other applicable federal statutes and their implementing regulations.

3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Agreement No. AP-1920-03 between CSE and the California Department of Aging, all Exhibits and any amendments thereto.

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

6. Program memos and other guidance issued by CDA.

7. This Subcontract Agreement, and all exhibits and amendments thereto

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Subcontractor agrees to administer this Subcontract Agreement in accordance with all applicable

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local, State and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subcontract Agreement and resolve all issues using good administrative practices and sound judgment. Subcontractor and its sub-subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Subcontractor shall require language in all subcontracts to require all sub-subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Subcontractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subcontractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

   The Subcontractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

   The Subcontractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

   Subcontractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subcontract Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

   The California Civil Rights Laws Certification ensures Subcontractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

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4. The Subcontractor assures CSE that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Subcontractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Subcontract Agreement.

D. Standards of Work

Subcontractor agrees that the performance of work and services pursuant to the requirements of this Subcontract Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Subcontractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the CSE determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CSE and such conflict may constitute grounds for termination of the Subcontract Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. Subcontractor warrants that no person or selling agency has been employed or retained to solicit this Subcontract Agreement. There has been no agreement to make commission payments in order to obtain this Subcontract Agreement.

2. For breach or violation of this warranty, CSE shall have the right to terminate this Subcontract Agreement without liability or at its discretion to deduct from the Subcontract Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Subcontractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance,

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and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by CSE.

1. When applicable for purposes of construction or repair of facilities, Subcontractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

   a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

   b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

   c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, Subcontractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Subcontractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

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5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. Subcontractor certifies to the best of its knowledge and belief, that it and its subcontractors:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

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

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

   d. Have not, within a three-year period preceding this Subcontract Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Subcontractor shall report immediately to CSE in writing, any incidents of alleged fraud and/or abuse by either Subcontractor or sub-subcontractors.

3. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CSE.

4. Subcontractor agrees to timely execute any and all amendments to this Subcontract Agreement or other required documentation relating to the sub-subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, Subcontractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subcontractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.

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3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Subcontractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Subcontractor shall maintain adequate staff to meet Subcontractor's obligations under this Agreement.

2. This staff shall be available to the State and/or to CSE for training and meetings which the State and/or CSE may find necessary from time to time.

M. Corporate Status

1. Subcontractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. Subcontractor shall ensure that any sub-subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subcontract Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-subcontract by Subcontractor until satisfactory status is restored.

N. Lobbying Certification

Subcontractor, by signing this Subcontract Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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 making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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, Subcontractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. Subcontractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all sub-subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Subcontractor and its sub-subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this Subcontract Agreement is on file and available for inspection at Chico State Enterprises, 25 Main Street, Suite 103, Chico, CA 95928-5388

ARTICLE IV. COMMENCEMENT OF WORK

Should Subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR

Subcontractor shall not sub-subcontract any portion of the work under this Subcontract Agreement without prior review of the proposed sub-subcontracting agreement and written approval by CSE. Should work begin in advance of receiving such approval, that work may be considered as having been performed at risk as a mere volunteer and its cost may not be reimbursed or compensated. Moreover, the authorization by Subcontractor of such work without prior review of the proposed sub-subcontracting agreement and written approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

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A. Subcontractor is responsible for carrying out the terms of this Subcontract Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any sub-subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. Subcontractor's decision is final and the Sub-subcontractor has no right of appeal to CSE or CDA.

B. Subcontractor shall, in the event any Sub-subcontractor is utilized by Subcontractor for any portion of this Subcontract Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XVIII of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.

C. Subcontractor shall not obligate funds for this Subcontract Agreement in any sub-subcontracts for services beyond the ending date of this Subcontract Agreement.

D. Subcontractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of CSE or the State.

E. Subcontractor shall maintain on file copies of sub-subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CSE or CDA.

F. Subcontractor shall monitor the insurance requirements of its sub-subcontractors in accordance with Article XI, Section G of this Exhibit.

G. Subcontractor shall ensure that the sub-subcontractor will complete all reporting and expenditure documents requested by CSE. These reporting and expenditure documents shall be sent to Subcontractor in a timely manner and at intervals as determined by CSE.

H. Subcontractor shall, prior to the awarding of a sub-subcontract to any for-profit entity, submit the following to CSE for review and approval:

1. The Request for Proposal or Invitation for Bid.

2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with Subcontractor's rationale for awarding the sub-subcontract to a for-profit entity. [22 CCR 7362] Where a program may be subcontracted to a for-profit organization, Subcontractor should include in its sub-subcontract with the for-profit entity, a requirement for performance of a program-specific audit of the sub-subcontracted program by an independent audit firm.

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I. Subcontractor shall require all sub-subcontractors to maintain adequate staff to meet the sub-Subcontractor's Agreement with Subcontractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

J. If a private nonprofit corporation, the Subsubcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

K. Subcontractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a sub-subcontractor relationship exists. If such a relationship exists, then Subcontractor shall follow the procurement requirements in the applicable OMB Circular.

L. Subcontractor shall utilize procurement procedures as follows:

1. Subcontractor shall obtain goods and services through open and competitive awards. Subcontractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). Subcontractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

A. Subcontractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to CSE) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CSE and CDA. All records pertaining to this Subcontract Agreement must be made available for inspection and audit by CSE or by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Subcontractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subcontract Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Subcontract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. Subcontractor shall ensure that any resource directories and all client records remain the property of CSE and CDA upon termination of this Subcontract Agreement, and are

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returned to CSE and/or CDA or transferred to another Subcontractor as instructed by CSE and/or CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CSE and/or the State and is so stated in writing to Subcontractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by CSE under this Subcontract Agreement. If the allowability of expenditures cannot be determined because records or documentation of Subcontractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CSE or CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Subcontract Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Subcontract agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

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C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. Subcontractor shall keep track of property purchased with funds from this Subcontract Agreement that meet the requirements as defined in Exhibit D, Artcile VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either Subcontractor or its Sub-subcontractors with funds awarded under the terms of this Agreement, as instructed by CSE. Subcontractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

Subcontractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. Property identification number identifying it as CDA Property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by Subcontractor or the sub-Subcontractor with funds from this Subcontract Agreement, Subcontractor must obtain approval from CSE, which will in turn seek approval from CDA, for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CSE and CDA. Subcontractor shall submit to CSE a Request to Dispose of Property (CDA 248). CDA will then instruct CSE, and CSE will then instruct Subcontractor, on disposition of the property. Once approval for

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disposal has been received from CDA and CSE, and Subcontractor has reported to CSE the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subcontractor's inventory report.

2. Subcontractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and Subcontractor shall promptly notify CSE.

H. CSE and the State reserves title to all CSE and/or State-purchased or financed property not fully consumed in the performance of this Subcontract Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. Subcontractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subcontractor has complied with all written instructions from CSE and/or CDA regarding the final disposition of the property.

J. In the event of Subcontractor's dissolution or upon termination of this Subcontractor Agreement, Subcontractor shall provide a final property inventory to CSE. CSE and the State reserves the right to require Subcontractor to transfer such property to another entity, or to CSE or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of Subcontractor's dissolution, CSE or the State will issue specific written disposition instructions to Subcontractor.

L. Subcontractor shall use the property for the purpose for which it was intended under the Subcontract Agreement. When no longer needed for that use, Subcontractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. Subcontractor may share use of the property and equipment or allow use by other programs, upon written approval from CSE and CDA. As a condition of the approval, CSE and/or CDA may require reimbursement under this Subcontract Agreement for its use.

N. Subcontractor shall not use equipment or supplies acquired under this Subcontract Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

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O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

P. Subcontractor shall include the provisions contained in this Article in all its sub-subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

Subcontractor shall provide access to CSE, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subcontractor shall include this requirement in its sub-subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized CSE and/or State representatives shall have the right to monitor and evaluate Subcontractor's administrative, fiscal and program performance pursuant to this Subcontract Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. Subcontractor shall cooperate with CSE and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. Subcontractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

D. Subcontractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. If Subcontractor is a local government agency or a non-profit organization or an educational institution, and Subcontractor expends $750,000 or more in federal funds during its fiscal year, Subcontractor shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

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Chico State Enterprises
Attn: AAA Fiscal Officer
25 Main Street, Suite 103
Chico, CA 95928-5388

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Subcontractor shall ensure that expenditures of funding awarded under this Subcontract Agreement are displayed in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibit E of this Subcontract Agreement Section E of this Article.

B. Subcontractor shall perform a reconciliation of its "Financial Closeout Report" to its audited financial statements, single audit, and general ledger. The reconciliation shall be maintained and made available for CSE and CDA review.

C. CSE will review Subcontractor's resolution within 15 months of Subcontractor's submission of its "Financial Closeout Report."

D. CSE's agreement with CDA imposes upon CSE the responsibility for resolving this subcontract with Subcontractor to determine whether funds provided under this Subcontract Agreement are expended in accordance with applicable laws, regulations, and provisions of the Subcontract Agreement.

Subcontract resolution includes:

1. Ensuring that Subcontractor, if other than a for-profit entity, and if it expends $750,000 or more in Federal Awards during Subcontractor's fiscal year, has met the audit requirements of[2 CFR §200.501 - §200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.and 45 CFR 75.501-75.521 as summarized in section C and D of this Article

2. Issuing a management decision on Subcontractor's audit findings within six (6) months after receipt of Subcontractor's single audit report and ensuring that Subcontractor takes appropriate and timely corrective action

3. Reconciling expenditures reported to CSE to the amounts identified in the single audit, or in other type of audit if Subcontractor is not subject to single audit requirements. If Subcontractor is not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CSE must be accomplished through the performance by CSE of alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

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4. When alternative procedures are used, CSE will perform testing of Subcontractor's financial management system for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that adequately identify the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E – Cost Principles.[2 CFR 200.302]

5. CSE will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. CSE will determine whether the results of the reconciliation performed necessitate adjustment of CSE's own records

7. Subcontractor shall facilitate CSE's fulfillment of all of CSE's subcontract resolution responsibilities.

E. If a single audit report is required, Subcontractor's single audit report shall meet 2 CFR Part 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:

1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

2. Properly procured - use procurement standards for auditor selection. [2 CFR 200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

4. All inclusive - includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of

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contracts or grant agreements, and the schedule of findings and questioned costs. [2 CFR 200.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].

F. Subcontractor shall include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards, that CSE and the State shall have access to all audit reports and supporting work papers, and that the CSE and CDA have the option to perform additional work, as needed.

G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing non-Federal entity that is exempted from having a an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F - Audit Requirements because its expenditures under Federal awards are less than $750,000 during the non-federal entity's fiscal year.

H. Subcontractor shall cooperate with and participate in any further audits which may be required by CSE or by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Subcontract Agreement, Subcontractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Subcontract Agreement.

3. If applicable, or unless otherwise amended by future regulation, Subcontractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

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$750,000 if seating capacity is under 8

$1,500,000 if seating capacity is 8 – 15

$5,000,000 if seating capacity is over 15

4. Workers Compensation and Employers' Liability per statutory limits.

5. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. Subcontractor shall notify CSE within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to CSE, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

2. The Certificate of Insurance shall provide that Chico State Enterprises, the California State University, Chico, the Trustees of the California State University, the State of California, their officers, agents, employees, and servants are included as additional insureds, with respect to work performed under this Subcontract Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.

3. Chico State Enterprises shall be named as the certificate holder and CSE's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Subcontract Agreement. In the event the insurance coverage expires during the term of this Subcontract Agreement, Subcontractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event Subcontractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

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G. Subcontractor shall require its sub-subcontractors under this Subcontract Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subcontractor shall require all of its sub-subcontractors to hold Subcontractor harmless. The sub-subcontractor's Certificate of Insurance for general and auto liability shall also name Subcontractor, not CSE nor the State, as the certificate holder and additional insured. Subcontractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subcontract Agreement number shall be submitted to CSE with this Subcontract Agreement.

I. Subcontractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subcontractor affirms to comply with such provisions before commencing the performance of the work under this Subcontract Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CSE may terminate performance of work under this Subcontract Agreement, in whole or in part, without cause, if CSE determines that a termination is in CSE's best interest. CSE may terminate the Agreement upon ninety (90) days written notice to Subcontractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Subcontract Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Subcontractor shall submit to CSE a Transition Plan as specified in Article IV of Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to Subcontractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Subcontractor shall submit to CDA a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subcontract Agreement shall be effective immediately.

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2. A violation of the law or failure to comply with any condition of this Subcontract Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Subcontract Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that Subcontractor is in an unsatisfactory financial condition as determined by an audit of Subcontractor or evidence of a financial condition that endangers performance of this Subcontract Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Subcontract Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of Subcontractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Subcontractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subcontractor's assets or income.

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension. [Article II J]

11. Subcontractor's organizational structure has materially changed.

12. CSE and/or CDA determines that Subcontractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, Subcontractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CSE, Subcontractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Subcontractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further sub-subcontracts for materials or services, except as necessary, to complete the continued portion of the Subcontract Agreememt.

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3. Terminate all agreements with sub-subcontractors and vendors to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Subcontract Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to Subcontractor. The notice shall describe the action being taken by CSE , the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination

Pursuant to 22 CCR 7210, Subcontractor may voluntarily terminate this Subcontract prior to its expiration either by mutual agreement with CSE or upon seventy five (75) days written notice to CSE.

Subcontractor shall, at least seventy five (75) days prior to the end of this Subcontract period, give written notice to CSE if Subcontractor intends not to provide one or more Area Plan programs included in this Subcontract Agreement during the subsequent subcontract period.

In the case of voluntary termination, Subcontractor shall allow CSE up to one hundred eighty (180) days to transition services. Subcontractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the Event of a Termination Notice

CSE will present written notice to Subcontractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Subcontractor agrees that any remedy provided in this Subcontract Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by Subcontractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

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Subcontractor shall notify CSE immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Subcontract Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subcontract Agreement is binding on any of the parties.

B. CSE reserves the right to revise, waive, or modify the Subcontract Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Subcontractor retains receipt, and shall be communicated as of actual receipt.

B. Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises
Attn: Director, Contracts & Development
25 Main Street, Suite 204
Chico, CA 95928-5388

Notices mailed to Subcontractor shall be to the address indicated on the signature page of this Subcontract Agreement.

C. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. CSE CONTACT

A. The name of CSE's contact to request revisions, waivers or modifications affecting this Subcontract Agreement is Skye Gebhart, Contracts Analyst.

B. Subcontractor shall present the name of its contact for this Subcontract Agreement to CSE. Subcontractor shall immediately notify CSE in writing of any change of its contact or address

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

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Subcontractor, and its sub-subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption on Portable Computing Devices

Subcontractor and its sub-subcontractors/vendors are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. Subcontractor and its sub-subcontractors/vendors shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. Subcontractor and its sub-subcontractors/vendors shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Subcontract Agreement, except for statistical information not identifying any participant.

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3. "Personal Identifying information" shall include but not be limited to name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. Subcontractor and its sub-subcontractors/vendors shall not use PSCI above for any purpose other than carrying out Subcontractor's obligations under this Subcontract Agreement. Subcontractor and its sub-subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. Subcontractor and its sub-subcontractors shall not disclose, except as otherwise specifically authorized or required by this Subcontract Agreement or court order, any identifying information obtained under the terms of this Subcontract Agreement to anyone other than CSE and CDA without prior written authorization from CSE, which may at its option request written authorization from CDA. Subcontractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. Subcontractor and its sub-subcontractors/vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Subcontractor accept such blanket authorization from any participant

D. Security Awareness Training

1. Employees, sub-subcontractors/vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of this Subcontract Agreement or within thirty (30) days of the start date of any new employee, sub-subcontractor, vendor, or volunteer's employment and annually thereafter.

2. Subcontractor must maintain certificates of completion on file and provide them to CSE upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Subcontractor agrees to comply with the privacy and security requirements of HIPAA and ensure that sub-subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

Subcontractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Subcontract Agreement. This is to ensure that Subcontractor is aware of, and agrees to comply with, its obligation to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

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G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Subcontractor and its sub-subcontractors/vendors must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/ProgramsProviders/#Resources.

H. Security Breach Notifications

Notice must be given by Subcontractor and its sub-subcontractors/vendors to anyone whose PSCI could have been breached in accordance with HIPPA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

Subcontractor and its sub-subcontractors/vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

Subcontractor and its sub-subcontractors/vendors shall ensure that all electronic information is protected by performing regular backup of files and databases, and ensure the availability of information assets for continued business. Subcontractor and its sub-subcontractors/vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of Subcontractor with its sub-subcontractors/vendors.

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Subcontract Agreement is subject to copyright, CSE reserves the right to copyright such material and Subcontractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. Subcontractor may request permission to copyright material by writing to the Director of CSE. The Director shall grant permission, or give reason for denying permission to Subcontractor in writing within sixty (60) days of receipt of the request.

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3. If the material is copyrighted with the consent of CSE, CSE reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. Subcontractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Subcontractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subcontract Agreement without the express written consent of the Director of CSE. That consent shall be given, upon receipt by CSE of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CSE. CSE or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subcontractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Subcontract Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subcontract Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Subcontract Agreement, the State and/or CSE may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subcontract Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Subcontractor shall assist CSE as necessary for CSE to conduct a cultural and linguistic group-needs assessment of the eligible client population in the Subcontractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

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The group-needs assessment shall take into account the following four factors:

a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

b. Frequency with which LEP individuals come in contact with the program.

c. Nature and importance of the services provided.

d. Local or frequently used resources available to Subcontractor.

This group-needs assessment will serve as the basis for CSE's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

2. Subcontractor shall assist CSE as necessary for CSE to prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:

a. Methodologies used.

b. The linguistic and cultural needs of non-English speaking or LEP groups.

c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. CSE shall maintain a record of the group-needs assessment on file at the offices of the Area 3 Agency on Aging at all times during the term of this Subcontract Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Subcontractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Subcontract Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

a. Interpreters or bilingual providers and provider staff.

b. Contracts with interpreter services.

c. Use of telephone interpreter lines.

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d. Sharing of language assistance materials and services with other providers.

e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group needs assessment, Subcontractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

4. Subcontractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Subcontractor's office at all times during the term of this Subcontract Agreement. [22 CCR 98310]

5. Subcontractor shall notify its employees of clients' rights regarding language access and Subcontractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by CSE with Subcontractor's assistance. [22 CCR 98324]

6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Subcontract Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. Subcontractor, with CSE's assistance, shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Subcontractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Subcontractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Subcontractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

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2. Subcontractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code §11135 et seq. [22 CCR 98326]

3. Subcontractor shall notify CSE immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

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Exhibit E
Additional Provisions
Title III

ADDITIONAL PROVISIONS

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS

A. General Assurances

Subcontractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. Subcontractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

3. CSE will make funds available to Subcontractor only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.

5. Funds made available under this Subcontract Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III services.

6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subcontractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

   93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).

   93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).

   93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR

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75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

7. Subcontractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

   a. Subcontractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.

   b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

   c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.

   d. Subcontractor will:

      1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

      2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

      3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

      4) Establish appropriate procedures to safeguard and account for all contributions.

      5) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

8. Any Title III service shall not implement a Cost Sharing program unless approved by CSE and CDA.

9. Subcontractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

10. Subcontractor shall assist AAA to identify and make contact with the local Office of Emergency Services (OES) for Subcontractor's service area and to define Subcontractor's, AAA's, and the OES' respective roles and responsibilities. Subcontractor may participate in a discussion of the

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types of clients served by Subcontractor and how their needs will be addressed by the OES in the community.

11. Subcontractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CSE.

12. Subcontractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

13. If a senior nutrition program provider, Subcontractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

14. If a Senior home-delivered program provider, Subcontractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

15. Subcontractor shall assure that the following publication conditions are met:

    Materials published or transferred by Subcontractor and financed with funds under this Subcontract Agreement shall:

    a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

    b. give the name of the entity, the address, and telephone number at which the supporting data is available and

    c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, Subcontractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

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4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS

A. Subcontractor shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III-D programs in accordance with CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]

B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

For late reports, Subcontractor shall submit a written explanation to CSE within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.

C. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

D. Subcontractor shall have written procedures specific to each program which include:

1. Collection and reporting of program data for Subcontractor;

2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to CSE;

3. Verification of data prior to submission to CSE;

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4. Correction procedures;

5. Method for collecting and reporting:

   a. Total estimated unduplicated clients in each non-registered service.

   b. Total estimated unduplicated clients in all non-registered services.

   c. Total estimated unduplicated clients across all registered and non-registered services.

6. A performance data monitoring process.

E. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.

B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE's final adverse determination relating to Title III programs, if applicable.

C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

A. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE and shall at a minimum include the following:

   1. A description of how clients will be notified about the change in their service provider.

   2. A plan to communicate with other organizations that can assist in locating alternative services.

   3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

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4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]

8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.

C. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)

A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by CSE and/or CDA.

B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following

1. Time frames within which a complaint will be acted upon.

2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:

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a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. "Substantial number" and "significant number" shall be determined by the AAA.

b. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

Complaints may involve, but not be limited to, any or all of the following:

1) Amount or duration of a service.

2) Denial or discontinuance of a service.

3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

C. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)]

D. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, CSE may take the following steps:

1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be take to remedy the situation.

2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.

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3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).

4. If Subcontractor fails to respond within the appropriate time and/or with an appropriate plan, or fails to implement the plan within the forty five (45) day period, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately.

5. In the event of such termination, CSE shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subcontract Agreement.

Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of CSE.

E. If Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural area where such frequency is not feasible and a lesser frequency is approved by CSE and CDA.

F. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

G. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subcontractor, its officers, employees, and agents.

CSE shall defend, indemnify, and hold harmless Subcontractor, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of CSE, its officers, employees, and agents.

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Research Foundation

1/19/21
DHHS

SUBCONTRACT

SUBCONTRACT NUMBER	AM. NO.
SUB20-022	2
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT AMENDMENT, made and entered into upon date of last signature, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME
COUNTY OF COLUSA ,herein called **Subcontractor.**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), received a Federal Passthrough Award, AP-2021-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime award for the Title III programs.

Subcontract SUB20-022, executed on 03/02/2021 and amended on _____, is hereby incorporated into this amendment.

Contractor was awarded an additional distribution of IIIC funding by CDA. A portion of the distribution was allocated to Subcontractor for its Title IIIC program.

Contractor and Subcontractor hereby agree to the following modifications:

1. This amendment modifies funds provided to the Subcontractor by $ 5,983.00, from the following funding sources:

Source	Original Amount	Modified amount	Total
III C-1 Congregate Nutrition	$ 37,340.00	$ 3,887.00	$ 41,227.00
III C-2 Home Delivered Nutrition	$ 40,853.00	$ 2,096.00	$ 42,949.00
III C-1 NSIP	$ 2,770.00	$ 0.00	$ 2,770.00
III C-2 NSIP	$ 4,937.00	$ 0.00	$ 4,937.00
FFCRA	$ 9,278.00	$ 0.00	$ 9,278.00
CARES Act (Mod 1)	$ 48,632.00	$ 0.00	$ 48,632.00
TOTAL	$ 143,810.00	$ 5,983.00	$ 149,793.00

2. The attached budget, labeled "Attachment B-1, Budget Detail, hereby replaces Attachment B, Budget Detail.

3. Exhibit A – Scope of Services is hereby replaced with Exhibit A-1 – Scope of Services

4. All other terms and conditions remain the same.

This contract has been executed by the parties, hereto, upon the date of final signature:

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	**CONTY OF COLUSA**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 103, CA 95928-5388 msdiendy@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 5,983.00	$ 149,793.00	SP-64875-01, SP-64876-01, SP-64888-01

Attachment: A2 to SUB20-022 Colusa DHHS (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

EXHIBIT A-1 - SCOPE OF SERVICE

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2021:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

   Subgrantee shall provide the following amount of meals in Colusa County:

	7/1/2020 – 6/30/2021
Congregate meals	4,199
Home Delivered Meals	12,082

2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.

   a) Subgrantee will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.

   b) Subgrantee will provide a minimum of four (4) presentations at the Colusa congregate site, one in each quarter of the grant year.

   c) Subgrantee will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.

   d) Not more than $3,750 shall be budgeted for this activity.

3. In-Service Training: Subgrantee will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subgrantee will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.

Attachment: A2 to SUB20-022 Colusa DHHS (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

5. Nutrition Risk Assessment: Subgrantee will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.

6. Monitoring of food facilities: Subgrantee will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subgrantee shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

7. Monitoring of Home-Delivered Routes: Subgrantee will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

8. Satisfaction Survey: Subgrantee will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.

9. Subgrantee will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subgrantee will serve the geographic area of Colusa County. Nutrition service will be available at a minimum, in Colusa.

B. TARGET POPULATION OBJECTIVES

1. Subgrantee will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally, those older persons at risk of institutionalization should be given priority.

Attachment: A2 to SUB20-022 Colusa DHHS (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

Target Population in Greatest Social and Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	20
New Low Income	4	8
New Minority	7	14

C. REPORTING

1. Subgrantee shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.

2. Budget must make provision for payment of data base usage to RTZ.

3. Performance by Subgrantee shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

4. For performance objectives falling below 85% of the contracted level of units of service, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

4. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.

5. Failure of Subgrantee to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to $1/12^{th}$ of the total award amount each month, but there may be months where the costs are higher or lower. Subgrantee is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subgrantee may request an advance of up to $1/12^{th}$ of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meals served at the rate of $8.89 per eligible congregate meal and $3.38 per eligible home-delivered meal, upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.

Attachment: A2 to SUB20-022 Colusa DHHS (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

3. The Subgrantee shall be compensated according to the following table, not to exceed the maximum available amounts shown:

	Colusa DHHS	
	IIIC1 Congregate	IIIC2 Home Delivered
Fed/State Award	$ 41,227.00	$42,949.00
Fed USDA NSIP	$2,770.00	$4,937.00
FFCRA	$4,424.00	$4,854.00
Program Total	**$48,421.00**	**$52,740.00**
Subgrantee Total	**$101,161.00**	

E. MATCHING CONTRIBUTION
Subgrantee shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subgrantee's matching contribution.

F. EQUIPMENT PURCHASE
Equipment purchase must be on the budget and approved before purchase.

Attachment: A2 to SUB20-022 Colusa DHHS (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

EXHIBIT B-1 – Budget Detail

Attachment: A2 to SUB20-022 Colusa DHHS (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

IIIC1: CONGREGATE NUTRITION SERVICES BUDGET

Agency: Colusa County DHHS

Budget Period: July - June (12 months) ( ) Original Budget ( ) Revision No. ___ Date: 9/22/2020

Fiscal Year: 2020-21

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$24,635			$22,265		$2,045		$325	
(2) Travel/Training	$0								
(3) Equipment*	$0								
(4) Consultants	$0								
(5) Catered Food	$15,977	$10,477	$5,500						
(6) Raw Food	$0								
(7) Other Costs	$9,422			$9,422					
(8) Total Direct Costs	$50,034	$10,477	$5,500	$31,687	$0	$2,045	$0	$325	$0
(9) Indirect Costs	$0								
(10) Total Cash/In-Kind	$50,034	$10,477	$5,500	$31,687	$0	$2,045	$0	$325	$0
(11) TOTAL ALL COSTS	$50,034	$15,977		$31,687		$2,045		$325	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) N.S.I.P.	$2,770	$2,770	
(13) Non-Matching	$0		
(14) Matching	$9,924		$9,924
(15) Grant Related Income	$0		
(17) Title III Grant Funds	$37,340	$37,340	
(18) TOTAL FUNDING	$50,034	$40,110	$9,924

Cost/Meal by Activities	$	%
(18) Meals	$3.80	31.93%
(19) Program Mgmt.	$7.55	63.33%
(20) Nutrition Educ	$0.49	4.09%
(21) Other	$0.08	0.65%
(22) TOTAL	$11.92	100%

Match (10.53% Minimum): 20%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.66	5.54%
(33) Non-Matching	$0.00	0.00%
(34) Matching	$2.36	19.83%
(35) Grant Related	$0.00	0.00%
(36) Title III Grant	$8.89	74.63%
(37) TOTAL	$11.92	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$5.87	49.24%
(24) Travel/Training	$0.00	0.00%
(25) Equipment	$0.00	0.00%
(26) Consultants	$0.00	0.00%
(27) Catered Food	$3.80	31.93%
(28) Raw Food	$0.00	0.00%
(29) Other Costs	$2.24	18.83%
(30) Indirect Costs	$0.00	0.00%
(31) TOTAL	$11.92	100%

Contracted # of Meals:
4199

* (!) EQUIPMENT VALUED OVER $499 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

Attachment: B1 to A2 (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

Tab 4 EXHIBIT B

IIIC2: HOME DELIVERED NUTRITION SERVICES BUDGET

Agency: Colusa County
Budget Period: July - June (12 months) ( ) Original Budget ( ) Revision No. ___ Date: 9/22/2020
Fiscal Year:

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$47,244			$38,420		$3,981		$4,843	
(2) Travel/Training	$0								
(3) Equipment*	$0								
(4) Consultants	$0								
(5) Catered Food	$24,811	$24,811							
(6) Raw Food	$0								
(7) Other Costs	$2,096			$148		$1,948			
(8) Total Direct Costs	$74,151	$24,811	$0	$38,568	$0	$5,929	$0	$4,843	$0
(9) Indirect Costs	$0								
(10) Total Cash/In-Kind	$74,151	$24,811	$0	$38,568	$0	$5,929	$0	$4,843	$0
(11) TOTAL ALL COSTS	$74,151	$24,811		$38,568		$5,929		$4,843	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) N.S.I.P.	$4,937	$4,937	
(13) Non-Matching	$0		
(14) Matching	$28,361		$28,361
(15) Grant Related Income	$0		
(17) Title III Grant Funds	$40,853	$40,853	
(18) TOTAL FUNDING	$74,151	$45,790	$28,361

Cost/Meal by Activities	$	%
(18) Meals	$2.05	33.46%
(19) Program Mgmt.	$3.19	52.01%
(20) Nutrition Educ	$0.49	8.00%
(21) Other	$0.40	6.53%
(22) TOTAL	$6.14	100%

Match (10.53% Minimum): 38%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.41	6.66%
(33) Non-Matching	$0.00	0.00%
(34) Matching	$2.35	38.25%
(35) Grant Related	$0.00	0.00%
(36) Title III Grant	$3.38	55.09%
(37) TOTAL	$6.14	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$3.91	63.71%
(24) Travel/Training	$0.00	0.00%
(25) Equipment	$0.00	0.00%
(26) Consultants	$0.00	0.00%
(27) Catered Food	$2.05	33.46%
(28) Raw Food	$0.00	0.00%
(29) Other Costs	$0.17	2.83%
(30) Indirect Costs	$0.00	0.00%
(31) TOTAL	$6.14	100%

Contracted # of Meals:
12082

* (!) EQUIPMENT VALUED OVER $499 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

Attachment: B1 to A2 (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

Area Agency on Aging, PSA 3
3C1 Services Budget
AAA 3 122P (Oct. 2017)

AREA PLAN PROPERTY / EQUIPMENT JUSTIFICATION

PROPERTY AUTHORIZATION BUDGET SUPPLEMENT AREA PLAN PROPERTY/EQUIPMENT JUSTIFICATION

BUDGET PERIOD: | PROVIDER: | CONTRACT NO.: | DATE: | PSA # 03

ITEM DESCRIPTION	PURPOSE/JUSTIFICATION Property/Equipment with a per unit price of $500 or more requires CDA prior approval Describe use	PER UNIT COST	QTY	FUNDING USED	TOTAL COST
SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT					
	TOTAL SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT				**0**

Attachment: B1 to A2 (6464 : Senior Nutrition Subcontract Amendments with CSUC Research Foundation)

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Sheriff**

FROM: **Janice Bell**

SUBJECT: **Approve Spending Plan for FY2020 Community Power Resiliency Allocation (CPRA)**

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

Detailed Description/Background of request

On October 2, 2020, Colusa County OES received CalOES' pre-awarded allocation of CPRA funds to purchase equipment and supplies to reduce the effects of electrical power disruption county-wide. 50% of the funds must be spent outside of the Sheriff's Office/Office of Emergency Services. That requirement will be met by providing a large mobile generator to Public Health for back-up power for emergency shelters, refrigeration of vaccination supplies, etc. The other portion of the funds will be used to purchase 10 hand-held portable radios for emergency responders to replace obsolete equipment. All funds must be spent by 10/31/2021. This is a follow-up to the Public Safety Power Shut-off (PSPS) Grant.

Prior Board Action

Signature Authority Resolution No. 19-029, June 25, 2019 (attached)

Fiscal Impact/Funding Source

$77,853 with no cost match (funds received & deposited Oct. 2019)

Action for the Clerk

ATTACHMENTS:

- Signed Signature Authority Resolution (PDF)
- CPRA Notification of Subrecipient Allocation (PDF)
- CPRA plan (XLSX)

RESOLUTION NO. 19 -029

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DESIGNATING THE COLUSA COUNTY SHERIFF CORONER/OES DIRECTOR, OR OES COORDINATOR AS COLUSA COUNTY'S AGENT FOR OBTAINING PUBLIC ASSISTANCE DISASTER RECOVERY FUNDS

WHEREAS, the Director of Emergency Services of the County of Colusa did proclaim a local emergency on March 4, 2019, ratified by the Board of Supervisors on March 5, 2019 due to the extreme water and weather resulting in conditions of extreme peril to the safety of persons and property with severe localized flooding;

WHEREAS, the County of Colusa was included in the Governor's Proclamation of a State of Emergency and the subsequent Presidential Declaration of a State of Emergency for many California Counties, which enables Operational Areas, Special Districts and the Cites of Colusa and Williams to apply for public disaster assistance funding;

WHEREAS, the County of Colusa including Special Districts and the Incorporated Cities of Colusa and Williams were greatly affected by the severe California storms on January 5, 2019, with additional atmospheric rivers on February 12 and February 25, 2019 as they swept across California causing river, creek and stream levels to rise and cause localized destruction of property and damage to infrastructure and resultant evacuations;

WHEREAS, the flood-fight and evacuation activities resulted in expending local resources requiring the need for emergency purchases and unexpected overtime;

WHEREAS, the Small Business Administration has opened to allow individuals, businesses, and non-profit organizations within the Operational Area affected by the series of California storms to apply for low- or no-interest Economic Injury Disaster Loans to aid in their recovery from the proclaimed disasters;

WHEREAS, the Office of Emergency Services (OES) requests the Colusa County Board of Supervisors authorize the County Sheriff-Coroner/OES Director or OES Coordinator to execute for and on behalf of the Colusa County Office of Emergency Services and the County of Colusa, applications for and obtain federal financial assistance provided by the Federal Emergency Management Agency (FEMA), and sub-granted through the State of California for FY2019-20, FY2020-21, and FY21-22; and

WHEREAS, the County Office of Emergency Services will apply for Public Assistance Disaster Recovery Funds on behalf of the County of Colusa.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Sheriff-Coroner/OES Director, or OES Coordinator are authorized to apply for and receive on behalf of Colusa County, federal financial assistance provided by the Federal Department of Homeland Security, and sub-granted through the State of California for FY2019-20, FY2020-21, and FY2021-22.

Attachment: Signed Signature Authority Resolution (6465 : FY2020 Community Power Resiliency Allocation Spending Plan)

PASSED AND ADOPTED this 25th day of June, 2019 by the following vote:

AYES: Supervisors Denise J. Carter, Gary J. Evans, Jose Merced Corona, John D. Loudon, and Kent S. Boes.

NOES: None.

ABSENT: None.

Kent S. Boes, Board Chair
Colusa County Board of Supervisors

ATTEST: Wendy Tyler, Clerk to the Board of Supervisors

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

For Marcos A. Kropf, County Counsel

I certify this copy to be a true and correct copy of the original record on file in this office.

Attest: Wendy G. Tyler
Clerk of the Board of Supervisors, in and for the County of Colusa, State of California.

By: _____
Deputy

Attachment: Signed Signature Authority Resolution (6465 : FY2020 Community Power Resiliency Allocation Spending Plan)

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 2, 2020

Joe Garofalo
Sheriff-Coroner/OES Director
Colusa County
929 Bridge Street
Colusa, CA 95932

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**
Fiscal Year (FY) 2020 Community Power Resiliency Allocation
Cal OES ID # 011-00000-00
Period of Performance: July 1, 2020, to October 31, 2021

Dear Sheriff Garofalo:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2020-21 Community Power Resiliency allocation in the amount of $77,853. At least fifty percent $38,927 of your award must be utilized to support one or more of the resiliency areas: schools, election offices, food storage reserves, and/or COVID-19 testing sites. Eligible activities under this allocation are limited to:

- Equipment-
  Funds may be used for the procurement of:
  - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
  - Generator fuel and fuel storage; and
  - Redundant emergency communications (e.g., battery-powered radios);
  - Portable vehicle-mounted charging stations;
  - Portable battery-powered and rechargeable radio repeater and transmission equipment.

Attachment: CPRA Notification of Subrecipient Allocation (6465 : FY2020 Community Power Resiliency Allocation Spending Plan)

- Plans-
  Funds may be used for the development/update of:
  - Continuity plans;
  - Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
  - Risk assessments for critical infrastructure and lifelines;
  - Post-event reports that identify lessons learned and corrective actions; and
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the Grant Subaward period performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, counties will be required to collaborate with their cities within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide a Progress Report on the expenditures of the funds. The Progress Report is due no later than **November 30, 2021**. This Progress Report shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or

Attachment: CPRA Notification of Subrecipient Allocation (6465 : FY2020 Community Power Resiliency Allocation Spending Plan)

activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during power outages.

- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 *et seq*.
- Comply with the California Public Records Act, Government Code Section 6250 *et seq*.
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: Colusa County

Signature of Authorized Agent:

Printed Name of Authorized Agent: Joe Garofalo

Title: Sheriff-Coroner, OES Director Date: 10/14/2020

Specify which power outage resiliency area(s) you are directing at least 50% of your award to- schools, election offices, food storage reserves, and/or COVID-19 testing sites:

Schools, COVID-19 testing sites

Your dated signature and above fillable information is required on this Notification of Subrecipient Allocation. Please sign and return requested information to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email Cindy Logan at PSPS@CalOES.ca.gov.

Sincerely,

MARK S. GHILARDUCCI
Director

Attachment: CPRA Notification of Subrecipient Allocation (6465 : FY2020 Community Power Resiliency Allocation Spending Plan)

Grant funding pre-awarded. Grant Award Period Ends Oct.31, 2021		**$77,853**
Detailed Description	Agency	Total Cost
Purchase One (1) 30-40 kW Mobile Generator for Public Health use for shelter sites, vaccine clinics or backup power for storage of vaccines/critical medications and meal storage site locations during planned or unplanned power outages	Colusa County Public Health	38,927
Purchase Ten (10) Hand-held Portable Radios with accessories for interoperable communications for emergency responders to replace obsolete equipment	Colusa County Sheriff's Office	38,926

Attachment: CPRA plan (6465 : FY2020 Community Power Resiliency Allocation Spending Plan)

COUNTY OF COLUSA, CA

3.4

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Sheriff**

FROM: **Arnold Navarro**

SUBJECT: **2021 Campaign Against Marijuana Planting (CAMP) Memorandum of Understanding**

Approve Memorandum Of Understanding (MOU) with the **State of California Campaign Against Marijuana Planting (CAMP)** program, effective July 1, 2021 and authorize the Sheriff to sign.

Detailed Description/Background of request

The Campaign Against Marijuana Planting (CAMP) program provides vital resources to assist in the eradication of marijuana within Colusa County. They also provide eradication teams as well as air support for eradicating and rehabilitating illegal marijuana grow locations.

Prior Board Action

A Memorandum of Understanding (MOU) was approved by the Board last year as well as several years prior.

Fiscal Impact/Funding Source

None

Action for the Clerk

If approved, coordinate the Sheriff to sign and contact Sgt. Arnold Navarro for delivery to CAMP via email to robert.mclaughlin@doj.ca.gov or by mail at

CAMP
P.O. Box 2768
Rancho Cordova CA 95741-2768

ATTACHMENTS:

- Colusa MEMORANDUM OF UNDERSTANDING 2021 (DOCX)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF COLUSA
AND THE
STATE OF CALIFORNIA
CAMPAIGN AGAINST MARIJUANA PLANTING (CAMP) PROGRAM

This Memorandum of Understanding (MOU) is entered into by the parties regarding the Campaign Against Marijuana Planting (CAMP) program for the purpose of identifying agency responsibilities related to cannabis eradication operations conducted in Colusa County.

I. PROJECT DESCRIPTION

The period covered by this Agreement shall be from July 1, 2021 through October 30, 2021.

An eradication team(s) will be assigned to a region that may provide eradication services to Colusa County, and will be comprised of law enforcement personnel from local, state, and federal agencies. The Sheriff will be responsible for carrying out the law enforcement function of the team(s). The CAMP Operations Commander and the Regional Operations Commander (ROC) will be responsible for the overall coordination of team efforts, including general operating procedures and coordinating priorities. CAMP team leaders will be responsible for the timely completion and submission of marijuana seizure reports when the team is involved in a raid. When the eradication team is not involved, the Sheriff will assume this responsibility.

CAMP teams will abide by the law enforcement policies, rules, and regulations as set forth by the Sheriff of the county in which they are working. If a conflict in policy should arise and cannot be resolved, the CAMP Commander and the Sheriff, (or his or her designee), will meet to resolve the conflict.

Personnel assigned to the CAMP program, while operating in Colusa County, shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers in their own jurisdictions.

For the purpose of indemnification of team personnel and their participating agency against any loss, damage, or liability arising out of the services and activities of the teams; personnel assigned by any agency shall be deemed to be continuing under the employment of that agency and covered by workers' compensation to the extent such coverage applies in this situation.

Each agency contributing personnel resources to the teams will be responsible for all salaries and benefits of such employees.

II. AGENCY COMMITMENTS

The Colusa Sheriff's Department is committed to furnish a lead deputy while CAMP teams are operational in Colusa County and be responsible for the disposition of all contraband and evidence seized during CAMP operations. The local jurisdiction shall conduct the investigation and have the responsibility to prosecute any arrested suspects with their District Attorney's Office.

Attachment: Colusa MEMORANDUM OF UNDERSTANDING 2021 (6468 : CAMP MOU)

III. MUTUAL INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Agencies who are parties to this Agreement (Parties) pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

I have read and agree with the above MOU, and our agency will be participating during the 2021 CAMP marijuana eradication season.

CAMP Operations DATE	JOE GAROFALO, Sheriff DATE Colusa County

.

Attachment: Colusa MEMORANDUM OF UNDERSTANDING 2021 (6468 : CAMP MOU)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Kirill Obraztsov**

SUBJECT: **Standard Agreement with the California Department of Social Services for Child and Family Service Reviews (CFSR) and Quality Assurance (QA)**

Approve standard agreement with the **California Department of Social Services** for Child and Family Service Reviews and Quality Assurance.

Detailed Description/Background of request

All counties are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation and child welfare agencies on a quarterly basis. Until 12/31/2020, the Department of Health and Human Services (DHHS) conducted its own reviews. Upon the resignation of the assigned staff person conducting these reviews, DHHS would now like to contract these services back to CDSS. Therefore, DHHS is requesting to enter into a contract for a period of four years, three months (April 1, 2021 through June 30, 2025) in an amount not to exceed $9,782.50 for the remainder of fiscal year 2020-2021 and $39,129 per full fiscal year for an overall total not to exceed $166,298.50.

Fiscal Year 20/21 - $ 9,782.50

Fiscal Year 21/22 - $ 39,129.00

Fiscal Year 22/23 - $ 39,129.00

Fiscal Year 23/24 - $ 39,129.00

Fiscal Year 24/25 - $ 39,129.00

Total $166,298.50

Prior Board Action

None

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $9,782.50 for FY 20/21, and shall not exceed $39,129

for each fiscal year thereafter. No impact to County General Fund as this expense is covered through state funding.

Action for the Clerk

Please obtain all signatures and send one (1) copy to:

Kenneth Enuka

Contract Manager

744 P. Street, M.S. 8-12-91

Sacramento, CA 95814

(916) 651-9933

Kenneth.enuka@dss.ca.gov

ATTACHMENTS:

- Exhibit A SOW_Colusa_3-12-21 (DOCX)
- Signature Page_Colusa_3-12-21 (DOCX)
- Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (DOCX)
- Exhibit B Budget and Budget Justification_Colusa_3-12-21 (DOCX)
- Exhibit B1 Attachment_Tier1_Colusa_3-12-21 (DOCX)
- Insurance (PDF)
- WC Insurance (PDF)

Standard Agreement

SCOPE OF WORK

I. Background

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

All cases must be reviewed in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families. Generally, cases are reviewed by designated county staff reviewers. Upon completion of each case review, the county conducts a first level Quality Assurance (QA) process to maintain the integrity of the review. Each county designates certified review staff to conduct initial QA. Additionally, CDSS staff conducts QA reviews on a select subset of cases reviewed for each county.

II. Purpose

Colusa County (County) and CDSS (hereinafter referred to individually as "Party" or collectively as "Parties") hereby enter into this Agreement for conducting, at the County's option, either first-level Quality Assurance (QA) or Case review and first-level QA.

III. Responsibilities of the Parties

A. Colusa County Responsibilities

1. Within 10 business days of receiving a case list, evaluate the case list for possible case eliminations based on a set of pre-determined elimination criteria and submit case inquiry form to CDSS requesting elimination of any cases believed by the County to meet elimination criteria. The request must contain sufficient information regarding the specific criteria for CDSS to make a final determination.

2. Coordinate with the CDSS to secure key participant interviews including, but not limited to, identifying, contacting and scheduling interviews when the County has selected Section B, Option 1.

3. Track and address safety and policy concerns.

4. Identify at least one staff with Online Monitoring System (OMS) access to coordinate with the CDSS and act as a point of contact.

5. Prepare all necessary case files and provide access to all needed case records.

6. Provide appropriate workspace for the duration of the case review and QA process including, but not limited to:

Attachment: Exhibit A SOW_Colusa_3-12-21 [Revision 1] (6471 : Standard Agreement with California Department of Health and Human Services

a. Internet, telephone, and printer access; and

b. Private interview room.

B. CDSS Responsibilities.

(*Please select one of the two options below indicating your election.*)

OPTION 1 - CDSS Responsibilities: Case Review and Quality Assurance ☒

1. Review the case record and submit a case inquiry for elimination or retention as determined by the case circumstances. If CDSS determines a case is appropriate for elimination a replacement case is transmitted to the county.
2. Complete the OSRI.
3. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
4. CDSS Case Review staff will review the case and county-level QA information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
5. Identify and interview case review key participants in collaboration with the county contact.
6. Follow security, retention, and destruction policies for case review material.
7. Perform first-level QA.
8. Provide feedback and technical assistance on the accuracy of the case review.
9. Report out aggregate case review findings.
10. Provide OMS access to the county contact.

OPTION 2 - CDSS Responsibilities: Quality Assurance Only ☐

1. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
2. CDSS Case Review staff will review the case and county-level QA information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
3. Perform first-level QA.
4. Provide feedback and technical assistance to the reviewer on the accuracy of the case review.
5. Report out aggregate case review findings.

Attachment: Exhibit A SOW_Colusa_3-12-21 [Revision 1] (6471 : Standard Agreement with California Department of Health and Human Services

6. Provide OMS access to the county contact.

IV. Additional Terms

1. This Agreement is available only to Tier 1 and Tier 2 counties, as described in Exhibit B. The composite budget for each fiscal year and each Tier is described in Exhibit B, Attachment 1.

2. If the County enters this Agreement after Quarter 1 of the state fiscal year has begun, the following applies:

   a. The Agreement will go into effect at the beginning of the following Quarter.

   b. The CDSS will be responsible for a pro-rated number of cases.

   c. The County will reimburse the CDSS at a pro-rated cost, to be determined by the parties.

3. The pro-rated cost is based on the quarter the County enters the Agreement and only applies to the first year of the Agreement. In the remaining fiscal years, the CDSS will be reimbursed for the full amount per Exhibit B and Exhibit B, Attachment1.

4. Either party may terminate this Agreement on a state fiscal year basis by providing written notice to the Project Representative of the other party. Notice must be provided no later than March 1st for termination of the Agreement prior to the start of the next state fiscal year.

5. Except as provided herein, this Agreement cannot be changed unless agreed to by written amendment signed by the Parties by persons with authority to bind their respective agencies.

V. Project Representatives

The Project Representatives during the term of this Agreement will be:

CDSS	Colusa County
Kenneth Enuka	Donna Dennis
Contract Manager	Program Manager II
744 P. Street, M.S. 8-12-91	251 E. Webster Street
Sacramento, CA 95814	Colusa, CA 95932
(916) 651-9933	(530) 458-0290
Kenneth.enuka@dss.ca.gov	Donna.Dennis@countyofcolusa.com

The Project Representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

Attachment: Exhibit A SOW_Colusa_3-12-21 [Revision 1] (6471 : Standard Agreement with California Department of Health and Human Services

Agreement XX-XXXX
CDSS/County of Colusa Department Health and Human Services

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as set forth below:

COUNTY OF COLUSA	**CDSS**
Gary J. Evans, Chair Colusa County Board of Supervisors	Non-IT Section Chief Contracts & Purchasing Bureau
Date	Date

APPROVED AS TO FORM:

David A. Prentice, Interim County Counsel

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

Melissa Kitts, Deputy Clerk

Attachment: Signature Page_Colusa_3-12-21 [Revision 1] (6471 : Standard Agreement with California Department of Health and Human

GENERAL TERMS AND CONDITIONS

1. Indemnification

   Claims Arising from Acts or Omissions of the County of Colusa

   The County hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the (CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Agreement. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Relationship Of The Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit D) from the use of land motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services.

4. Maintenance Of Records

   The Parties shall keep and maintain an accurate record of the cases reviewed for the purposes of the CFSR Case Review process. The CDSS and the County shall keep a copy of all invoices presented to the County on a bi-yearly basis. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

   The CDSS shall maintain and preserve all records related to this Agreement for a period of five years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a five-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial five-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the five-year period.

Attachment: Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (6471 : Standard Agreement with California Department of

6. Conflict Of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

7. Change In Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

8. Time is of the Essence

Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly perform the services and responsibilities described in the Agreement and promptly comply with each term and condition.

9. Time

Each of the Parties to this Agreement shall devote such time to the performance of the services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement. Neither Party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

10. Modification

No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

11. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Agreement.

Attachment: Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (6471 : Standard Agreement with California Department of

12. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

13. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

14. Negotiated Contract

The Agreement has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this contract within the meaning of California Civil Code, Section 1654.

15. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

16. Entire Agreement

This Agreement is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

17. Notice

Notices to the Parties in connection with the administration of this Agreement shall be given to the Parties' Project Representative personally or by regular mail as more particularly specified in this paragraph. Notices will be deemed given on:

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, page 3, Section D; or

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section D, with first-class postage fully prepaid.

Attachment: Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (6471 : Standard Agreement with California Department of

18. Partial Invalidity

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

19. Responsibility Of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative.

20. Waiver

Waiver by either Party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Agreement. However, neither Party shall waive any provision of this Agreement unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

21. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

22. Binding On Successors

All of the conditions, covenants, and terms identified in this Agreement apply to any successor or assignee of the Parties to this Agreement with each assignee or successor held jointly and severally liable under this Agreement. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

23. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

Attachment: Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (6471 : Standard Agreement with California Department of

24. Independent Advice

Each Party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

25. No Reliance On Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

26. Confidentiality

The CDSS and County staff will comply with the provision of W&IC, Section 10850 and Family Code, Section 9200 et seq. to assure that all records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and the CDSS will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

27. Mailing Of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

Attachment: Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (6471 : Standard Agreement with California Department of

28. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

29. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-31, Sacramento, CA 95814.

30. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Agreement for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

31. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

32. Captions

The captions of this Agreement are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

33. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

34. Identifying Agreed Upon Changes to the Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Agreement to be deleted by the amendment and no longer applicable to the Agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Attachment: Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (6471 : Standard Agreement with California Department of

Amendments to the Agreement may be made in whole or in part, as appropriate and selected by the Parties.

Attachment: Exhibit A Attachment-1 General Terms Conditions_Colusa_3-12-21 (6471 : Standard Agreement with California Department of

Exhibit B
Budget and Budget Justification

Case Review Allocation

Counties are provided an allocation for staffing for case review activities in the form of a Full Time Equivalent (FTE). The number of FTEs (and corresponding allocation amount) is determined based on the combined number of child welfare and probation cases per county. There is a total of four different tiers:

1.) Counties that have 0-99 cases perform 8 case reviews per year and are allocated 1 FTE.
2.) Counties that have 100-299 cases perform 20 case reviews per year and are allocated 2 FTEs.
3.) Counties that have 300-999 cases perform 70 case reviews per year and are allocated 3 FTEs.
4.) Counties that have 1,000 or more cases perform 100 case reviews per year and are allocated 4 FTEs.

Case Review Agreement Options and Costs

Only those counties who fall into Tier 1 or 2 can enter this Agreement with CDSS for case reviews. Counties in Tier 1 are allocated $43,477 annually for case review activities. Counties in Tier 2 are allocated $86,955 annually for case review activities. If County enter this Agreement after Quarter 1 has begun, the County will reimburse the CDSS at a pro-rated rate cost. In addition, the CDSS would be responsible for a pro-rated number of cases. If County opt out of this Agreement written notice must be provided no later than March 1st.

For purposes of this Agreement, County may opt to have CDSS complete all elements of case review, including completion of the case review and first level quality assurance on behalf of the County or they may opt to only contract with CDSS for the first level quality assurance and maintain the responsibility for completing the case review components. Depending on what option the County selects, the following applies:

Option 1: CDSS Conducted Case Review & Quality Assurance – For this option, CDSS would invoice the County for up to 90 percent of the County allocation.

- CDSS would invoice Tier 1 counties for up to $39,129 (90 percent of $43,477).
- CDSS would invoice Tier 2 counties for up to $78,260 (90 percent of $86,955).

Option 2: CDSS Conducted Quality Assurance - For this option, CDSS would invoice the County for 25 percent of the County allocation.

- CDSS would invoice Tier 1 counties for up to $10,869 (25 percent of $43,477).
- CDSS would invoice Tier 2 counties for up to $21,739 (25 percent of $86,955).

Attachment: Exhibit B Budget and Budget Justification_Colusa_3-12-21 (6471 : Standard Agreement with California Department of Health and

Exhibit B1

Composite Budget for Tier 1 Counties: Estimate for Entire Proposed Project Period
04/01/2021 to 06/30/2025

Please check one of the two check boxes below indicating your preference.

☒ Option 1 – Case Review and Quality Assurance

From: To:	04/01/2021 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	07/01/2024 06/30/2025	
Total Estimated Annual Cost	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total Estimated Costs for Project Period**
Case Review and Quality Assurance	$9,782.50	$39,129	$39,129	$39,129	$39,129	$166,298.50

☐ Option 2 – Quality Assurance Only

From: To:	04/01/2021 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	07/01/2024 06/30/2025	
Total Estimated Annual Cost	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total Estimated Costs for Project Period**
Quality Assurance	$2,717.50	$10,869	$10,869	$10,869	$10,869	$46,193.50

Attachment: Exhibit B1 Attachment_Tier1_Colusa_3-12-21 (6471 : Standard Agreement with California Department of Health and Human

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 1, 2020

Attachment B

AUTOMOBILE LIABILITY/PHYSICAL DAMAGE
FISCAL YEAR July 1, 2020 / June 30, 2021

To whom it may concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Lynan Graf
Associate Risk Analyst
Office of Risk and Insurance Management Department of General Services
707 3rd Street, 1st Floor,
Room 1-330 West
Sacramento, CA 95605
Phone: (916) 376-5290
Lynan.graf@dgs.ca.gov

Attachment: Insurance (6471 : Standard Agreement with California Department of Health and Human Services (CDSS))

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 1, 2020

Attachment C

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2020 / JUNE 30, 2021

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management. P.O. Box 989052 MS-403, West Sacramento, CA 95798- 9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Lynan Graf,
Associate Risk Analyst
Office of Risk and Insurance Management
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov

Attachment: WC Insurance (6471 : Standard Agreement with California Department of Health and Human Services (CDSS))

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Emergency Solutions Grant – Coronavirus Sub-recipient agreement with Glenn County**

Approve Sub-recipient Agreement with **Glenn County** for Emergency Solutions Grant - Coronavirus Funds effective December 24, 2020 and authorize County Administrative Officer to sign.

Detailed Description/Background of request

Emergency Solutions Grant - Coronavirus (ESG-CV) Sub-recipient agreement between Glenn County, through its Community Action Department, and County of Colusa Department of Health and Human Services for the purpose of funding eligible activities relating to homelessness within the Dos Rios Continuum of Care (CoC) service area.

County of Colusa Department of Health and Human Services was awarded total of $173,000 for the term of December 26, 2020 through January 22, 2022 for the following activities:

- Emergency shelter $49,307
- Street outreach $49,306
- HMIS $25,080
- Rapid rehousing $49,307

Prior Board Action

None

Fiscal Impact/Funding Source

The funds were awarded by the California Department of Housing and Community Development (HCD). No fiscal impact to the county.

Action for the Clerk

Please have Wendy Tyler, County Administrative Officer, sign two copies of approved agreement and send those documents to:

Glenn County Community Action Department

Attn: Kendall Wilson

125 E. Walker Street

Orland, CA 95963

ATTACHMENTS:

- ESG CV Sub-recipient Agreement Glenn (PDF)

2020-ESGCV1-00023- CAD1976

CALIFORNIA EMERGENCY SOLUTIONS GRANT – CORONAVIRUS (ESG-CV) SUB-RECIPIENT AGREEMENT BETWEEN GLENN COUNTY, THROUGH ITS COMMUNITY ACTION DEPARTMENT, AND COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

1. This Agreement is entered into between the Contracting Agency and the Subrecipient named below:		
CONTRACTING AGENCY NAME: **Glenn County Community Action Department**		
SUBRECIPIENT'S NAME: Colusa County Department of Health and Human Services		
2. The term of this Agreement is:		
START DATE: **December 24, 2020**	THROUGH END DATE: **September 30, 2022**	
3. The maximum amount of this Agreement is: **$ 173,000.00**		
4. The parties agree to comply with the terms and conditions of the following exhibits, which are hereby attached and incorporated here within.		
EXHIBITS	TITLE	PAGE
Exhibit A	Authority, Purpose, and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	5
Exhibit D	Vendor Assurance of Compliance	14
Exhibit E	ESG Program Terms and Conditions	15
	TOTAL NUMBER OF PAGES INCLUDED	

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

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (SUBRECIPIENT):

Wendy Tyler, County Administrative Officer — Date

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

GLENN COUNTY COMMUNITY ACTION DEPARTMENT (CONTRACTING AGENCY):

Christine Zoppi, Community Action Department Director — Date

Scott H. De Moss — 2/23/2021 | 7:40 PM PST

Scott H. De Moss, County Administrative Officer
Glenn County, California — Date

APPROVED AS TO FORM:

William J. Vanasek

William J. Vanasek, County Counsel
County of Glenn, California

Glenn County Community Action Department:
- ☐ Approved by Admin Manager CMM
- ☐ Approved by Fiscal Manager KR
- ☐ Approved by Program Manager JK

Reviewed by:
- ☐ Department of Finance_____

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Subrecipient Agreement (hereinafter "Agreement") provides notification of the conditional reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "HCD") pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any waivers including the HUD Mega-Waiver dated April 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371- 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time. HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD).

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 Contracting Agency applied, and the requirements of the authorities cited above.

2. Purpose

In accordance with the authorities cited above, an application by Glenn County, through its Community Action Department ("Contracting Agency"), was made to HCD for the purpose of funding eligible activities relating to homelessness within the Dos Rios Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490.

By entering into this Agreement and thereby accepting the award of the ESG-CV grant funds (the "Grant"), the Subrecipient hereby agrees to comply with all the requirements of the ESG-CV program, 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. Services shall be provided by the Subrecipient for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Contracting Agency agrees to provide the amount(s) identified in Exhibit B, Paragraph 1. Unless amended in writing, the Contracting Agency shall not be liable for any costs in excess of the total approved budget. The Contracting Agency shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities

4. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Contracting Agency's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the subrecipient's project's funding need(s) has not been met by another funding source. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary. Subrecipient will be required to complete DOB documentation with application. Subrecipient will be required to continue to report on DOB during the expenditure period for the ESG-CV funds.

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Subrecipient has been awarded the following grant activity amounts:

Emergency Shelter	$49,307.00
Street Outreach	$49,306.00
HMIS	$25,080.00
Rapid Rehousing	$49,307.00
TOTAL AWARD AMOUNT	**$173,000.00**

2. Invoicing and Payments

A. Subrecipient shall submit invoices for actual services rendered during the preceding month. The final invoice of each fiscal year is due by June 10th. 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 Contracting Agency 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.

B. Invoice(s) may be submitted by email to: gccad@countyofglenn.net or by mail to:

Glenn County Community Action Department
Attn: Administration/ Fiscal
125 E Walker Street
Orland, CA 95963

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Effective Date, Term of Agreement, and Deadlines**
   A. This Agreement will expire on: September 30, 2022
   B. All Program funds shall be expended by: July 30, 2022
   C. All Final Funds Requests shall be submitted to the Contracting Agency within thirty (30) days after the expenditure deadline.
   D. Reimbursements will not be made after this Agreement expires.

2. **Program Reporting**

   A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Subrecipient shall submit an annual report to the Contracting Agency by July 1 of each year that reports all activities from the previous fiscal year (7/1 – 6/30).
   B. The annual expenditure report shall contain a detailed report which must include, at a minimum:
      i Projected performance measures;
      ii Contract expenditures;
      iii Progress on the following performance measures:
         a The number of homeless persons served;
         b The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
         c The number of homeless persons exiting the program or project to permanent housing; and,
         d The number of persons that return to homelessness after exiting the program or project.
   C. The Contracting Agency is responsible for the completion of audits and all costs of preparing audits.
   D. The Contracting Agency will monitor the performance of the Subrecipient against goals and performance standards that include timely expenditure of funds. Substandard performance as determined by the Contracting Agency will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken within a reasonable period of time after being notified by the Contracting Agency, termination procedures could result in redistribution of grant funds to other performing Subrecipients.

3. **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, Glenn County Community Action Department. In addition, Subrecipient shall sign a Personal Services and Sublicense Agreement with Glenn County Community Action Department to obtain access to HMIS and obtain training

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

for use of HMIS. Subrecipient shall use the Dos Rios HMIS Intake forms and processes as provided by the Contracting Agency.

4. Notices

Any invoices, notices, or other documents required to be given under this Agreement 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 Subrecipient in accordance with this section:

If to the Contracting Agency:

Administration
Glenn County Community Action Department
125 E Walker Street
Orland, CA 95963
Telephone: (530) 934-1443

Invoice may be submitted by email to:
gccad@countyofglenn.net

If to Subrecipient:

Colusa County Department of Health and Human Services
Attn: Donna Dennis
251 E. Webster Street
Colusa, CA 95932
Telephone: (530) 458-0290
Email: donna.dennis@countyofcolusa.com

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

5. 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 Contracting Agency for any purpose whatsoever. Contracting Agency shall have no right to and shall not control the manner or prescribe the method by which the services are performed by Subrecipient herein. 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 Contracting Agency 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 Contracting Agency 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

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

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 Contracting Agency and hold Contracting Agency 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 Contracting Agency 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 rather than an independent contractor, Subrecipient shall defend (with legal counsel reasonably acceptable to the Contracting Agency), indemnify and hold harmless the Contracting Agency, the County of Glenn, it's 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 Subrecipients 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.

6. Authority of Subrecipient

Subrecipient shall possess no authority with respect to any Contracting Agency decision.

7. Termination

A. The Contracting Agency may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Subrecipient. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Contracting Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Contracting Agency, any unexpended funds received by the Subrecipient shall be returned to the Contracting Agency within thirty (30) days of the Notice of Termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Contracting Agency has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

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8. Subcontracting and Assignment

Subrecipient shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior consent of the Contracting Agency.

9. Ownership of Work Product

All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Subrecipient, in both paper and original electronic program forms, shall become the property of the Contracting agency as they are produced and shall be delivered to the Contracting agency upon completion of services. Subrecipient may retain copies for its files and internal use, however, Subrecipient shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the Contracting agency. Upon reasonable notice, Contracting Agency representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification

To the fullest extent permitted by law, Subrecipient shall defend (with legal counsel reasonably acceptable to the Contracting Agency), indemnify and hold harmless the County of Glenn, it's officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Subrecipient or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Subrecipients 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 negligence, recklessness, or willful misconduct of Subrecipient, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). To the extent there is an obligation to indemnify under this paragraph; Subrecipient shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Subrecipient's negligence, recklessness, or willful misconduct.

11. Insurance

A. Insurance Requirements: Without limiting Subrecipient's indemnification of the Contracting Agency, 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 sub-contractors. At the very least, Subrecipient shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Subrecipient shall furnish to the Contracting

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Agency certificates of insurance. All certificates of insurance are to be received and approved by the Contracting Agency before work under this Agreement has begun. The Contracting Agency reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Subrecipient agrees to notify Contracting Agency within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the Contracting Agency. At the option of the Contracting Agency, either the Subrecipient shall reduce or eliminate such deductibles or self-insured retentions, with respect to the Contracting Agency, its officers, officials, employees and volunteers, or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

General Liability: General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Subrecipient or Subrecipient's insurance carrier shall notify Contracting Agency if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Subrecipient to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

i Such insurance shall include Glenn Contracting Agency, the County of Glenn, its elected officials, officers, and employees as additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to Contracting Agency. Subrecipient shall provide Contracting Agency with a certificate of insurance as evidence of insurance protection provided. Insurance certificates

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provided by any insurance company for underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Subrecipient has employees, he/she shall obtain and maintain continuously workers compensation insurance to cover Subrecipient and Subrecipient's employees and partners.

ii All endorsements are to be received and approved by the Contracting Agency before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

iii Unless otherwise agreed by the parties, Subrecipient shall cause all of its subcontractors to maintain the insurance coverages specified in this insurance section and name Subrecipient as an additional insured on all such coverages. Evidence thereof shall be furnished as Contracting Agency may reasonably request.

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

12. 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 here in; acknowledges that the Contracting Agency is relying on the Subrecipient's qualifications to perform the services in a professional manner; and agrees that the Contracting Agency'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 the Contracting Agency expressly agrees otherwise in writing. Subrecipient certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov).

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 Exhibit B may be reduced to account for any such nonperformance.

13. Responsibilities of Subrecipient

A. Subrecipient shall be solely responsible for the quality and accuracy of its work and the work of its contractors 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 sub-contractors 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.

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14. Publication of Documents and Data

Subrecipient may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the Contracting Agency. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the Contracting Agency or Subrecipient.

15. Employment Practices

Subrecipient, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. Subrecipient agrees to sign the Vendors Assurance of Compliance attached hereto as Exhibit D and made a part hereof by this reference.

16. 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.

17. Prevailing Wages

To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Subrecipient shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Subrecipient fails to do so, Subrecipient shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

18. Conflict with Laws or Regulations/Severability

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.

19. 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

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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.

20. Amendments

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

21. Entire Agreement

This Agreement, constitutes the entire Agreement between the parties for the provision of services to Contracting Agency by Subrecipient and supersedes all prior oral and written agreements and communications.

22. Successors and Assigns

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

23. 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.

24. Confidentiality/Privacy

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.
B. To the extent that the work under this Agreement requires the Subrecipient to have access to PII, the Subrecipient shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Subrecipient agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the Contracting Agency, in writing. If and when Subrecipient becomes aware of, or should reasonably have been aware of a breach of PII, Subrecipient shall notify Contracting Agency within two (2) business days.

25. Non-Exclusive Agreement

Subrecipient understands that this is not an exclusive agreement, and Contracting Agency shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Subrecipient, or to perform such services with Contracting Agency's own forces.

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26. 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" 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.

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EXHIBIT D

VENDOR ASSURANCE OF COMPLIANCE

VENDOR ASSURANCE OF COMPLIANCE WITH THE COUNTY OF GLENN, THROUGH ITS COMMUNITY ACTION DEPARTMENT, NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF SUBRECIPIENT: Colusa County Department of Health and Human Services

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.

_____ _____

Date Wendy Tyler, County Administrative Officer

Vendor Assurance of Compliance (8/13/01)

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EXHIBIT E

ESG PROGRAM TERMS AND CONDITIONS

1. Definitions

A. 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 to this subchapter

a. "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.
b. "Administrative activities" is defined at 24 CFR 576.108.
c. "Administrative Entity" means a Unit of general-purpose local government approved by the HCD
d. "CARES Act" refers to the 2020 Federally issued Coronavirus Aid, Relief and Economic Security Act, Title XII, Department of Housing and Urban Development, Community Planning and Development, Homeless Assistance Grants Section
e. "City" is defined at 42 U.S.C. section 5302(a)(5).
f. "Continuum of Care" is defined at 24 CFR 576.2.
g. "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.
h. "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".
i. "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in the CARES Act.
j. "HCD" means the California Department of Housing and Community Development.
k. "ESG" is the acronym for the Emergency Solutions Grants program. "Eligible activities" mean those activities upon which ESG-CV funds may be expended as described in the CARES Act and as defined under 24 "Homeless" is defined at 24 CFR 576.2.
l. "Homelessness prevention activities" means activities or programs described in 24 CFR 576.103.
m. "HUD" means the United States Department of Housing and Urban Development.
n. "NOFA" is the acronym for a "Notice of Funding Availability".
o. "Nonentitlement area" is defined at 42 U.S.C. 5302.
p. "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance utilities, food and furnishings.
q. "Private nonprofit organization" is defined at 24 CFR 576.2.
r. "Program" shall mean CARES Act funding for the Emergency Solutions Grants Program ("ESG") and is also referred to as "ESG-CV." Per the

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ESG-CV NOFA issued on June 1, 2020 (and as may be amended by the HCD), ESG-CV may be subject to different federal and state rules, Laws , and regulations than the HCD's prior or future administration of ESG funds.

s. "Rapid Re-housing" means the activities set forth in 24 CFR 576.104.
t. "Service Area" has the same meaning as the term "Continuum of Care Service Area".
u. "Site" means one or more facilities where the program(s) is being carried out.
v. "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
    i. a deed demonstrating ownership in fee title; a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG-CV grant,
    ii. an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG-CV grant or
    iii. 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 HCD in writing prior to the deadline for submission of the ESG-CV application stated in the applicable NOFA.
w. "Standard Agreement" means the contract entered into by the HCD and the ESG-CV Recipient (also known as Contracting Agency) setting forth the basic terms and conditions governing the award of ESG-CV funds.
x. "Subrecipient of the Administrative Entity" means an entity that enters into a written agreement with the Administrative Entity to implement Eligible activities with ESG-CV funds.
y. "Unit of general purpose local government" is defined at 24 CFR section 576.2.
z. "Written Standards" means the standards, policies, and procedure adopted by a Continuum of Care for providing ESG-CV eligible activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. 576.3 and 24 C.F.R. 576.400.

2. Eligible Activities

ESG-CV funds awarded to the Subrecipient shall be used for the eligible activities set forth in Exhibits B, as permitted under the CARES Act, and the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

A. ESG-CV funds shall not be used for renovation, conversion, or major rehabilitation activities pursuant to 24 CFR 576.102. Minor repairs to an ESG-CV funded Emergency shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG-CV funds.
B. For Rapid Rehousing and Homelessness Prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Contracting Agency prior to the award of funds for these activities:
    a. Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

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b. 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.

C. Pursuant to OMB requirements, Subrecipient may permit homeless service providers receiving ESG-CV funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV 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.

D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 typically cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888, except as provided in the HUD Waiver (dated 04.01.2020) and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Upon expiration of HUD's Mega-Waiver dated April 1, 2020, request for exceptions to FMR can be made to HUD through HCD and must be approved in writing by HUD. Contact your HCD representative in the Federal Programs Branch for further assistance.

E. All provisions of the CARES Act shall apply including, but not limited to the following:

a. The maximum allocation spending cap on Emergency Shelter activities of sixty percent (60%) of the aggregate amount of assistance provided for the Subrecipient established pursuant to section 415(b) of the McKinneyVento Homeless Assistance Act (42 U.S.C 11374) ***shall not apply*** to amounts provided under the CARES Act.

b. ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.

c. ESG-CV funding amounts provided under the CARES Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of the CARES Act, for staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness, and that such activities shall not be considered administrative costs for purposes of the administrative cap.

d. None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

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

A. 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.

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B. 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.
C. 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 Contracting Agency 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 Contracting Agency 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 Contracting Agency 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 20, 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 13.
    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 Contracting Agency, 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 Contracting Agency 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.

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6. Core Practices

A. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.

B. All service providers receiving ESG-CV 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, policies and protocols 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 of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG-CV program, including protection 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-CV 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-CV assistance is provided, without regard to a particular site or structure, so long as the applicant 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. To the maximum extent practical, Subrecipient will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

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

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504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 U.S.C. 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 Contracting Agency 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 to the subrecipient or subcontractor until such Work is corrected.

9. Monitoring Grant Activities

A. Subrecipient shall monitor the activities selected and awarded by them to ensure compliance with all ESG-CV requirements. An onsite monitoring visit of homeless service providers shall occur whenever determined necessary by the Subrecipient, but at least once during the grant period.
B. The HCD will monitor the performance of the Contracting Agency 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 Subrecipient and funded projects based on the performance measures used by FIUD 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 Contracting Agency will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Standard Agreement.
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-CV award to the Contracting Agency, and may be prohibited from any further participation in the ESG program. The Contracting Agency may also impose any other actions permitted under 24 CFR 576.501 (c).
E. As requested by the HCD, the Subrecipient shall submit to Contracting Agency all ESG-CV monitoring documentation necessary to ensure that Contracting Agency and the Subrecipient are in continued compliance with all ESG-CV requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Contracting Agency when the information is requested from the Subrecipient.

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

10. Compliance with Federal and State Laws and Regulations

A. 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.
B. The Subrecipient agrees to comply with all federal and state laws and regulations applicable to the ESG-CV 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, its contractor or subcontractors and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

11. Procurement of Goods and Services

Prior to the drawdown of ESG-CV funds for the Subrecipient's purchase of goods or services, Subrecipient, shall comply with the Procurement Standards contained in 2 CFR 200. Subrecipient, when procuring goods with ESG funds, must provide the Contracting Agency 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:** This act provides 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.
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.

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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. **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 fiftyfive (55) or older.

G. **The Age Discrimination Act of 1975:** 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.

H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, 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.

I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. 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.

J. **Executive Order 11063:** 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.

K. **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

L. **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

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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.

M. **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)

N. **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.

O. **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.

P. **Executive Order 11246:** 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.

14. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

The Subrecipient will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing 24 CFR, Part 135. The responsibilities of the Subrecipient are outlined in 24 CFR Part 135.32 as follows:

A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential subrecipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts in excess of $100,000.00.

C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.

D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Subrecipient has been found in violation of the regulations in 24 CFR Part 135.

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E. Documenting actions taken to comply with the requirements of this part, the labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
F. **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.
G. **Executive Order 11246:** 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.

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C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.
D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Subrecipient has been found in violation of the regulations in 24 CFR Part 135. D. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.
E. A Subrecipient which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors
in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

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

18. 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 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) 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 tht 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-CV or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property, except as permitted related to temporary shelters per the CARES Act, Title XII, Homeless Assistance Grants Section. For all funded applications, HCD will inform the subrecipient any required additional environmental review.

17. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and

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the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

18. 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.

19. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Subrecipient shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met
B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, Subrecipient shall serve as the "awarding body" as defined in the Labor Code. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the"awarding body".
C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Contracting Agency. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Contracting Agency may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

20. Matching Funds

Per the CARES Act, the amounts provided under the ESG-CV funding shall not be subject to match requirements that otherwise apply to ESG funding.

21. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) fas 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.

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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.

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 ormtenant 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 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.

22. 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 Contracting Agency, the Contracting Agency 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 three (3) years after Contracting Agency closes its HCD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD dosing date; NOT three (3) years from this Agreement expiration.* The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Subrecipient must contact the Contracting Agency 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 Contracting Agency to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local or independent auditor. Subrecipient shall notify the Contracting Agency of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause

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which permits access by the Contracting Agency to the independent auditor's working papers.

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

23. Faith-Based Activities

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.

24. Interest of Members, Officers or Employees of Contractors. Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110 , 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 him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

25. 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

Attachment: ESG CV Sub-recipient Agreement Glenn (6472 : ESG - Coronavirus Sub-recipient agreement with Glenn County)

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

26. 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 Contracting Agency 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 Contracting Agency, to enforce these provisions.

27. 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 Contracting Agency, 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 Contracting Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Contracting Agency 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 Contracting Agency

31. Sanctions

The Contracting Agency 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-CV 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 Department;
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.

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COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **Invasive Shot-Hole Borers Agreement**

Approve agreement with **The Regents of the University of California** for trapping of Invasive Shot-Hole Borers, effective date of signing.

Detailed Description/Background of request

This agreement will assist the California Department of Food and Agriculture in stopping the spread and mitigating the impact of Invasive Shot-Hole Borers in California. A survey of the County will be conducted through insect trapping protocols to identify infested areas. If found to be established within the County, further protocols will be followed to mitigate and suppress further spread. Trapping activities will follow protocols which include trap locations such as firewood lots, riparian areas and preferred host street trees. The County will bait, set, service, relocate and monitor traps in high risk areas. All trapping data collected will be sent to UC-ANR monthly.

Prior Board Action

None

Fiscal Impact/Funding Source

The County may receive funds in the maximum amount of $10,763.00 for services performed.

Action for the Clerk

Obtain signatures and email entire document to:
Paul Zhukotansky
pzhuk@ucdavid.edu

Upon return send signed copy to Ag Commissioner's office, attn: Dawn

ATTACHMENTS:

- 20-22 ISHB (PDF)

Agreement # 826725

UNIVERSITY REIMBURSEMENT AGREEMENT
(COLUSA COUNTY)

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Department of Agriculture and Natural Resources (University) and its Statewide Integrated Pest Management Program (UC IPM) and COLUSA COUNTY (Contractor).

The parties agree as follows:

1. Services.
   A. UC IPM shall provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures, and Assist with and review the county's ISHB trapping program.
   B. County shall Hire and train personnel as needed, provide and maintain trapping vehicles, ensure that supervisors and trapping personnel attend training provided, ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), as further described in Exhibit A.

   The detailed description of the work to be performed is set forth in "Scope of Work", attached hereto and made a part hereof as "Exhibit A".
2. Term. The term of this agreement shall be from the date of last signature below continuing through March 31, 2022.
3. Reimbursement by University. In consideration of the services described in Exhibit A and upon invoice from Contractor, University shall reimburse Contractor as described in Exhibit A. The total shall not exceed $10,763.00.
4. Independent Contractor Status. Contractor is not an agent of University and will not be covered by University's workers' compensation insurance or unemployment insurance nor shall Contractor be entitled to any other University benefit.
5. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the other party. If this agreement is terminated at any time during its term, Contractor shall be reimbursed for all completed services rendered up to and including its last day of service. University reserves the right to determine what shall be deemed completed services.
6. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

7. Indemnification. The parties shall defend, indemnify, and hold each other 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, or contractors.

8. Insurance. County warrants that it shall maintain during the term hereof policies of insurance containing the coverages and minimum limits described in the following subsections. Such coverages shall provide for thirty(30) days advance written notice to University of any policy modification, change, or cancellation. The coverages described in subsections 8.1. and 8.2. must name "The Regents of the University of California" as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control. Contractor shall provide University with a certificate of insurance evidencing the insurance requirements.

   8.1. General Liability: Comprehensive or commercial form general liability insurance. If this insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

a. Each occurrence	$1,000,000.00
b. Products/completed operations aggregate	$2,000,000.00
c. Personal and advertising injury	$1,000,000.00
d. General Aggregate	$2,000,000.00

   8.2. Business Automobile Liability: Business automobile insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than $1,000,000.

   8.3. Workers' Compensation: Workers' compensation insurance as required by California law.

9. Notification. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, addressed as set forth in this section. Either party may change its address by written notice to the other during the term.

UNIVERSITY
Paul Zhukotansky
Business & Revenue Contracts
University of California
260 Cousteau Pl. Ste. 150
Davis, CA 95618
E-mail: pzhuk@ucdavis.edu

COUNTY
Anastacia Allen
Agricultural Commissioner
100 Sunrise Blvd. Ste. F
Colusa, CA 95932
E-mail: mallen@countyofcolusa.com

UC IPM
Jeri Hansen
UC ANR Pest Management Program
1 Shields Ave
Davis, CA 95616
E-mail: jghansen@ucanr.edu

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

10. Applicable Law. This agreement shall be construed pursuant to California law.

11. Use of Names. Either party shall not use the name of the other party in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the other party.

12. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the contractor, agent, representative, or sponsor of the other in their relationship under this agreement.

13. 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 (including but not limited to COVID-19), quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather.

14. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

COLUSA COUNTY

By:_____

Name: Gary J. Evans

Title: Chair, Colusa County Board of Supervisors

Date:_____

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

By:_____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

By:_____
David A. Prentice, Interim County Counsel

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:_____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Date:_____

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

SCOPE OF WORK Agreement # 826874

SPECIFICATIONS FOR STATE-COUNTY
INVASIVE SHOT-HOLE BORERS PROGRAM GRANT

Fiscal Years 2020 - 2022

Effective Dates: TBD to March 31, 2022

AGENCY RESPONSIBILITY

The University of California Statewide Integrated Pest Management Program (UC IPM) shall:

A. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

B. Assist with and review the county's ISHB trapping program.

The County Agricultural Commissioner (Contractor) shall:

A. Ensure that supervisors and trapping personnel attend training provided.

B. Ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), **Attachment 1.**

1. Ensure that a copy of the current version of the EDRRG is kept in each trapper's vehicle for reference.

2. Should there be a discrepancy between the Scope of Work or the enclosed EDRRG, the Scope of Work shall supersede the EDRRG.

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

C. Place and service as many Elm Beetle Sticky Traps or Lindgren funnel traps as feasible at identified High Risk Sites spread at approximately one-mile intervals throughout the County.

1. Trapping will be conducted by CONTRACTOR office in high risk areas (large tree nurseries, firewood storage facilities, campgrounds, green waste processing sites, riparian areas, or other areas they deem necessary) from March to October or when temperatures reach 68°F:
   - Elm leaf beetle panel white sticky panel traps or Lindgren funnel traps should have a Quercivorol lure attached to them. Lindgren funnel trap serviced every two weeks, white sticky traps serviced once a month.
   - Quercivorol lure lasts four weeks.
   - Do NOT hang traps in or under tree canopies, in areas exposed to high winds or where traps may get wet.
   - Suspect beetles will be screened and selected by county personnel and submitted to the California Department of Food and Agriculture (CDFA), Plant Pest Diagnostics Laboratory to identify the beetle morphologically to *Euwallacea sp.* (ISHB).

D. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid (reference http://mapscdfa.ca.gov/TrapBooks/MapBookHelppdf for software needs, links to the Map Books and Geographic Information System (GIS) layers, and contacts for assistance).

1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A - UW) and rows are Numeric (001 - 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number "1" OF trap within that quint.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. White Elm Beetle sticky panel trap - full trap number, placement date, and trapper's initials on backside when placing; note servicing dates on outside non-sticky margins.

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

E. Maintain or add trapping data to Daily Trapping Summary (DTS) (Form 60-210) for each trapper, **Attachment 2.** This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. All DTS forms must be kept on file, for the CDFA/UC IPM Audits Office, for three years.

F. Complete a monthly ISHB Report, documenting all traps deployed, added, removed, and serviced during the month, **Attachment 3.** A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.

G. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

H. Provide trapping data to ISHB trapping and survey coordinator using the Survey 123 form provided by UC IPM or a form containing the same fields. Submit data to ISHB survey and trapping coordinator, Hannah Vasilis at hrvasilis@ucanr.edu

I. Allow UC IPM or CDFA personnel to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

J. Submit invoices, **Attachment 4,** along with the Report Number monthly by postal mail or e-mail to:

Ashley Carr
UC IPM
2801 Second Street
Davis CA 95618
ashcarr@ucanr.edu

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

1. Submit monthly invoices and corresponding ISHB Report no later than 30 days past the end of the month in which the invoiced activity occurred to both UC IPM and to the ISHB Survey and Trapping Coordinator. Reimbursement will not occur unless the ISHB Report is submitted with the invoice.

2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

3. The invoice must contain the following:
   a. County name
   b. Remit to address
   c. Date of submittal
   d. Invoice number
   e. Agreement name
   f. Agreement number
   g. Billing period
   h. Allowable itemized charges as listed on the Financial Plan: Trapping data (attachment 2), number of traps, trap locations,

4. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement.

5. Please do not use dark highlights. Dark highlights may make the numbers illegible and the invoice unacceptable to the UC Davis Procurement Services.

6. Payment will be made monthly, in arrears, upon receipt of the ISHB Report and approval of the invoice.

7. Please note that UC IPM cannot reimburse for more than the total agreement amount. However, the County should continue to send monthly invoices even if the fiscal year agreement funds are depleted.

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

Attachment - 1

Early Detection and Rapid Response Guidelines

Table VII. Trapping protocols by location type.

Priority Survey Area	Trapping Protocol
Counties on Leading Edge of Infestation	The trapper will deploy individual white sticky traps and querciverol lures at approximately one-mile intervals along the infestation frontier within each county, targeting high-risk sites. Traps will be serviced March - October at greenwaste and firewood sites as beetles are expected to leave cut wood during favorable weather conditions. For the remaining sites, the surveyor will check traps either March - October or within one selected month twice per year (February - April and September - October). For the latter, trapping cycles will be adjusted to coincide with optimum temperatures for beetle flight patterns in the area. To save materials, the trapper will check traps at week two and check and replace traps and lures when they expire at week four. The trapper will conduct surveys either on biweekly or monthly intervals.

Trapping in Riparian Corridors and Natural Areas

Option 1: Three 0.1-acre plots per acre of continuous riparian host area.

1. Deploy one trap per plot (trap can be placed at an optimal place within the plot-it does not have to be located at plot center).
2. If trap yields a positive ISHB find proceed with a visual survey:
    a. Locate and record plot center and divide plot into quadrants
    b. Identify box elder in quadrants and perform a visual survey on stems >5"DBH (diameter at breast height) as well as castor bean plants older than two years, recognizable by woody bark.
    c. If box elder is not present in the plot, perform a visual survey of all stems>5" DBH of 15 most susceptible host species.

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

STATE OF CALIFORNIA

DAILY TRAPPING SUMMARY

COUNTY _____

NAME: _____

DATE: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

ROUTBBOOK

,

TRAP TYPE	DAILY SERVICING			TRAPS IN SERVICE			
	SERVICED	RELOCATED	TOTAL	PDT	PLACED (+)	REMOVED (-)	TOTAL IN SERVICE
ISHB							
:l'OTAL							

COMMENTS: _

_____

_____

_____ _____

SERVICED . • ..... • mAPS SERVICED BUT NOT RaOCATED.
RELOCATED • • • ; . • TRAPS SERVICED AND RELOCATED
PDT . • • • • • • • • • . " PREVIOUS DAY'S TOTAL OF All TRAPS. OF THAT TYPE. THAT ARE IN SERVICE IN YOUR ROUTE.
PLACED(+) • . • .. • • • ANY TRAP THAT WILL ADD TO THE TOTAL NUMBER OF TRAPS, OF THAT TYPE. IN YOUR ROUTE.. THIS INCLUDES NEW PLACEMENTS AND TRAPS GIVEN TO YOU FROM ANOTHER TRAPPER.
REMOVED (·) • • • .." ANY TRAP THAT WILL SUBTRACT FROM THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR ROUTE. THIS INCLUDES REMOVALS, LOST OR MISSING TRAPS NOT REPI.ACEO AND TRAPS GIVEN FROM YOU TO ANOTHER TRAPPER.
TOTAL IN SERI/ICE . a ADD TO OR SUBTRACT FROM PDT: THIS INDICATES THE TOTAL NUMBER OF TRAPS IN YOUR ROUTE AT THE END OF THE INDICATED DATE.

80-210 4194

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

Attachment - 3

State of California
Department of Food and Agriculture
Division of Plant Health and Pest Prevention Services

Invasive Shot Hole Borer Program — Report Number One

COUNTY	MONTH	YEAR
County Name		

VISUAL INSPECTION	UNITS INSPECTED THIS MONTH		
	ACRES NET/GROSS	PROPERTIES	LINEAR MILES
COMMERCIAL CROPS			
PUBLIC CONTACT			

MONTHLY TRAPPING ACTIVITY

	Total number of trap service Units	Traps added or removed (+/-)	Total in operation at end of month		Total number of trap servicing	Traps added or removed(+/-)	Total in operation at end of month
ISHB							

COMMENT:

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

Attachmer 4

Invoice
County Name
FED ID #

Invoice Dates	Description (Trapping Data (attachment 2), number of traps, trap locations)	Item Amount	Total Amount

Please Make Check Payable to:
Remit to:

Attachment: 20-22 ISHB (6474 : 20-22 Invasive Shot-Hole Borers Program)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Behavioral Health**
FROM:	**Debbie Hickel**
SUBJECT:	**Approve Car Show Event Hosted by Safe Haven and Behavioral Health**

Approve agreement with the **44th District Agricultural Association** for a car show event hosted by Safe Haven and Behavioral Health at the Colusa County Fairgrounds and authorize the County Administrative Officer to sign.

Detailed Description/Background of request

Since 2017, Safe Haven with Behavioral Health have hosted a car show at the Memorial Park for three consecutive years. However, due to COVID-19 our event in 2020 could not take place. The leadership from Safe Haven and from Behavioral Health would once again like to host this event to honor our veterans and commemorate May as Mental Health Awareness Month.

We are asking for approval from the Board of Supervisors to go forward with the car show plan that will involve the following:

- Reserve location of Colusa County Fairgrounds parking lot for Saturday, May 8th at a cost of $150
- Adherence to COVID-19 guidelines and safety precautions
- Confirm food reservation with Lion's Club. Ensure a licensed food handler is present for the event
- Schedule attendance of programs to hold an informational booth for outreach; including but not limited to Safe Haven, Mental Health and Substance Use Disorder services, Friday Night Live, YES Program, Probation, Public Health, and Veterans
- Obtain raffle items available for ticket purchase at $1/ticket or $5/6 tickets
- Confirm reservation with music DJ

In past years, the car show has hosted up to 42 cars at Memorial Park. Safe Haven and Behavioral Health will reach out to previous participants to register for the event in order to plan for the best layout of the car show at the fairgrounds parking lot. We plan to use the north paved parking lot for the car show and the Main Gate parking and southern parking lot by the grandstands for attendee parking.

Prior Board Action

None. Safe Haven and Behavioral Health have not sought Board approval in the past

years. However, due to COVID-19 we wanted to share our plan to address any concerns before proceeding with the event.

Fiscal Impact/Funding Source

The Mental Health Services Act fund, specifically Community Services and Supports (CSS), allows for outreach and engagement events. The previous year's MHSA dollars still reside with the City of Colusa because the 2020 event did not take place. The dollars reserved for the usage of the Memorial Park in 2020 will be returned to Behavioral Health which will then be sent to the Fairgrounds for renting the new location of their parking lot. From the CSS fund, tables and chairs will be rented through the Fairgrounds at the cost of $5/table (20 needed) and $1/chair (100 needed) for a total of $200. The previous year's MHSA dollars that were reserved to market the event in 2020 also still reside with the City of Colusa. Those dollars will be utilized to advertise this year's Car Show on the banner above 5th and Market Street in Colusa and on the marquee sign at the Memorial Park in Colusa. The Marquee sign at the Fairgrounds comes at an additional cost of $75/week and MHSA CSS funds would be expended for one week of advertisement. CSS funds would also cover the rental from Three B's Toilet Rentals; costing $75/toilet (3 needed) and $55/wash station (1 needed) totaling $280.

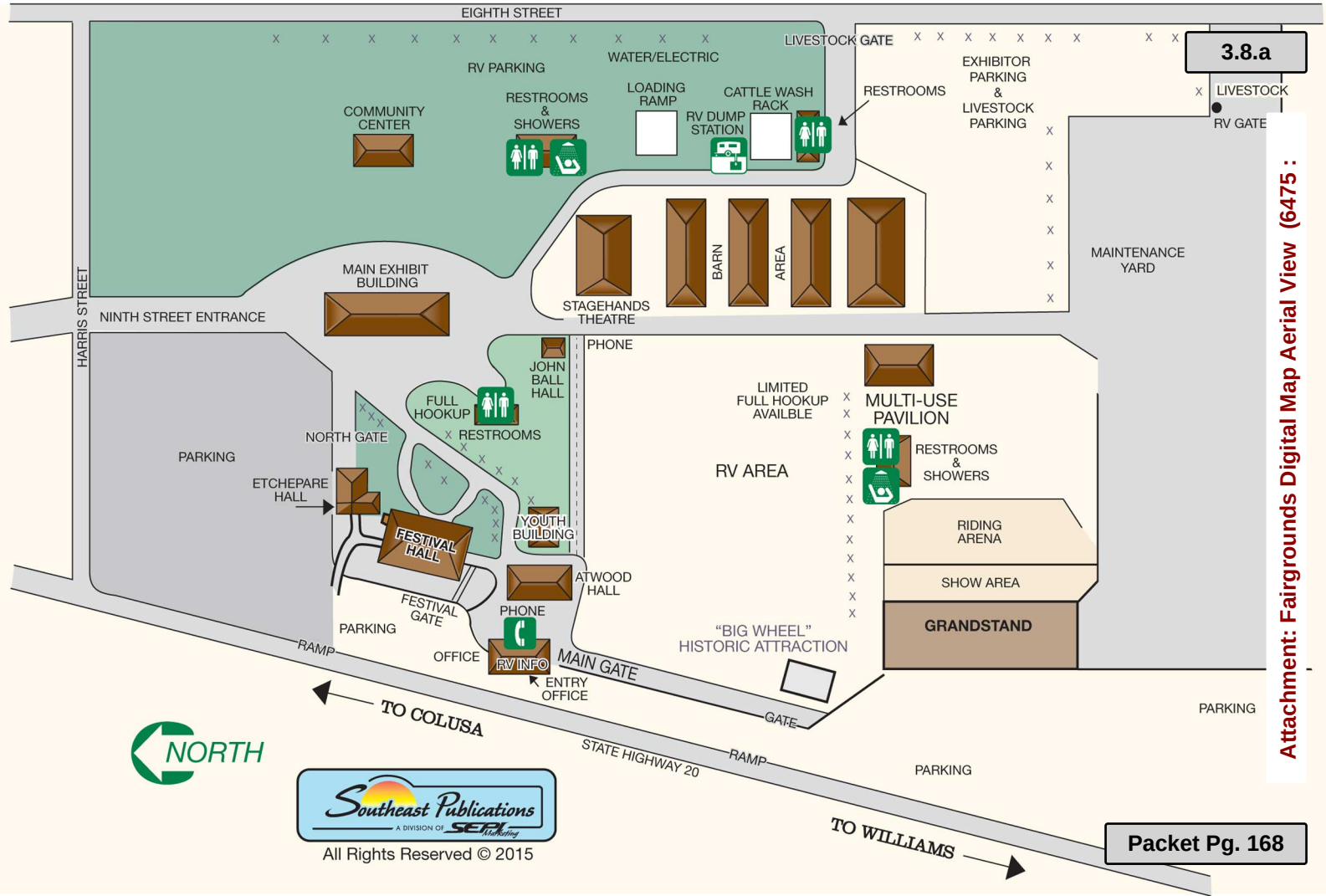
Behavioral Health's use of last year's earmarked MHSA dollars in combination with this year's $555 from CSS will cover the County's cost of this event. Safe Haven will provide funds for the food. The music DJ (Steven Davis Jr.) has volunteered his time for entertainment and Lion's club has volunteered their time to cook the lunch. Raffle items will be obtained by donation of local vendors.

Action for the Clerk

Please have the CAO sign two copies of the Agreement and forward to Debbie Hickel.

ATTACHMENTS:

- Fairgrounds Digital Map Aerial View (JPG)
- Rental Agreement - May 8, 2021 (PDF)



Attachment: Fairgrounds Digital Map Aerial View (6475 :

FORM F-31
Revised 5/18/07

Fair-time
X Interim

AGREEMENT NO. **R-21-12**
AGREEMENT ISSUE DATE: **3/25/2021**

THIS AGREEMENT IS TO BE SIGNED & RETURNED TO THE FAIR OFFICE ON OR BEFORE: **4/15/2021**

RENTAL AGREEMENT

THIS AGREEMENT by and between the 44TH DISTRICT AGRICULTURAL ASSOCIATION, hereinafter called the Association, and hereinafter called the Renter:
Colusa County on behalf of ~~Colusa County~~ Behavioral Health

WITNESSETH:

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on **5/7/2021** for set-up, **5/8/2021** for the event, and ending on **5/9/2021** for clean-up.

2. **NOW, THEREFORE**, Association hereby grants the Renter to the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to terms and conditions of this agreement: the use of **North Parking Lot.** *Applicant hereby agrees to reimburse the association at the rate of $50.00 per man per hour for any extra ordinary janitorial services required to return the facilities in the same condition as before use.*
3. The purposes of occupancy shall be limited to: **Car Show** and shall be for no other purpose or purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amount and in the manner set forth below
   a. Rent = **$150**
   b. Deposit = **$ 0**
   c. Garbage = **Included in the rental price.**
   d. Misc. = Tables, chairs and additional rental equipment including CFSA Liability Insurance fees are NOT included in the total amount owed (line e).
   e. Total Amount Owed = $150.00 PAYMENT TO BE PAID IN FULL ON OR BEFORE: April 16, 2021.
   f. Payments, proof of insurance, security & rental equipment form must be submitted sixty (60) days prior to the event.
   g. Requests for use of the fairgrounds' facilities may be granted "tentative approval" by staff upon receiving verbal request. "Tentative approval" shall be good for no more than 30 days unless accompanied by a deposit (equal to one (1) day's rent).
   If cancellation is made less than 60 days prior to the event, the deposit will be non-refundable.
5. Renter agrees to pay fees required by Association for, and to guarantee the payment of:
   a. Any money which may be payable to Association under this agreement;
   b. Any damage to Association property; and utility charges, if any;
   c. Removal of all property and leaving the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with exercise by Renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his employees to sell, exchange or barter; any permits issued to Renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on the reverse side hereof is incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
13. Special Provisions: The attached F-31, "Standard Contract Terms and Conditions", and the FE-13, "Insurance Statement" (if applicable) are incorporated herein and made a part of this agreement.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions and Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed in, by and on behalf of the parties hereto, the day and year first above written

44th District Agricultural Association
1303 10th Street
Colusa, CA 95932

By: _____

Laura Ford, C.E.O.
Work 530-458-2641 Ext. #101
1303 10TH St. Colusa, Ca 95932

Colusa County on behalf of
Renter: ~~Colusa County~~ Behavioral Health
Name: ~~Noel O'Neill~~ Wendy G. Tyler
Address: 162 E. Carson St. Colusa, Ca 95932

By: _____

Title: CAO
Phone: ~~5304580840~~ 530.458.0508
Alternate Phone:
Email: ~~jscroggins@countyofcolusa.com~~
wtyler@countyofcolusa.org

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

Renter's Requirements

1. No event will be permitted without adequate security. Security levels will be determined by Management based upon the nature of the event and anticipated attendance. It is the Renter's Responsibility to hire a Security Company for the event.
2. The Security Company that is hired must be one from the Master Security List of the Colusa County Fairgrounds. (See Attached)
3. Renter agrees to provide 44th DAA with signed Security Contract from Security Company.
   a. If Renter fairs to supply this information within 30 days of date of event, the event is subject to cancellation by Fair Management.
4. Security must arrive 30 minutes prior to event start time and remain until event is over and the Association Grounds are clear. Please check with Fair Administration to verify time of event.
5. No alcohol shall be permitted or consumed outside of the building.
6. Only person over 21, with a valid picture ID, are eligible to consume alcohol. No one under 21 shall be permitted to consume alcohol.
7. Alcohol service ceases one hour prior to event end time.
8. Loitering is not permitted. Patron must be attending the event or exiting the Association Grounds.
9. All patrons are subject to search and seizure, and may be ejected from the Association Grounds for any of the following:
   a. Public Intoxication
   b. Illegal Activities
   c. Inappropriate Behavior
10. Renter agrees to pay for additional security if additional security is needed:
    - Attendance higher than reported.
    - Security Company released prior to event end time.
    a. Fair Staff is authorized to contact another security company to cover the event.
    b. The charges incurred will be at the Renter's Expense in addition to the forfeiture of the building security deposit.
11. Must schedule a minimum of 2 guards for four hours.
12. No glass, knives, weapons, gang affiliation, bicycles, skateboards, roller-blades, or scooters are allowed on Association Grounds.
13. Renter agrees to vacate the building by 12 midnight. Remaining clean up can be done the following morning.

The 44th DAA reserves the right to cease all activities when a safe and sane environment can no longer be maintained.

I, the undersigned, understand all of the above and have also received other written information regarding this policy in the Attachments included with my Rental Agreement: Insurance Requirements – Certificate of Liability, Equipment Request Form, 44th DAA regarding Alcohol, Special Events Application, Exhibitor Notice – Regarding Electrical and Fire Safety, Cleanup Checklist, and Emergency Information.

Renter's Signature _____ Date _____

Wendy G. Tyler

Print Name

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

COLUSA COUNTY FAIR
"HOME OF THE BIG WHEEL"

44th District Agriculture Association, Colusa County Fair

Notice to all Renters and Users of the Colusa Fairgrounds

If you your event sells or serves alcohol, you as a renter are responsible to insure that no one under 21 years of are consumes alcohol.
You as a renter are also responsible to insure that no alcohol leaves the building and that no one drinks alcohol outside the building, on the Fairgrounds, or in the parking lot.
Additionally, you as a renter are responsible for the actions of your attendees. If there is another event on the Fairgrounds your attendees should not interfere with that event. If management is notified after the event that there was alcohol consumption outside or underage drinking and/or interference with another event, you are a renter could lose all of the deposit for the rental.
The California Highway Patrol is the Police force for the state. The Fairgrounds is State Property and therefore the CHP has authority, in the interest of public safety and protection of the Fairgrounds, to monitor and oversee Fairgrounds activity.
In the event that the Fairgrounds management is unavailable the CHP has the authority to close down any illegal or unsafe event.

Signature N/A Date _____

Facility: _____ Event Date: _____

44th District Agriculture Association, Colusa County Fair

Aviso a todo Rentor y Usario de Terrenos De La Feria En los Terrenos de la Feria en Colusa

Si su evento vende o sirve alcol, usted como el Rentor es responsible de que nadie menor de 21 anos de edad consuma cualquier alcol.
Usted como el Rentor, tambien es responsible de estar seguro que no alcol se vaya del edificio y que nadie tome alcol afuera del edificio, en los terrenos de la Feria, o en el estacionamiento. Usted como el Rentor es responsible por la conducta de sus invitados. Si ay otro evento el la Feria, sus invitados no deben de interferer con use evento. Si los gerentes son notificados despues de su funcion que habia consupsion de alcol afuera, habia bebidas a menores de edad, o ayan interverido con otra funcion, resultaria en la perdida de su deposito.
El California Highway Patrol es la fuerza policial de el estado de California. Los Terrenos de la Feria es propiedad de el estado de California y da a CHP la autoridad, en interes de la proteccion de la seguridad publica de los Terrenos de la Feria, para monitoriar y superentender los Terrenos de la Feria.
En Caso de que la administracion de Los Terrenos de la Feria no este disponible, CHP dene la autoridad para cerrar cualquier evento inseguro o ilegal.

Firma _____ Fecha _____

Facilidad: _____ Fecha de Evento: _____

1303 10th St. Colusa, Ca 95932 530-458-2641 www.colusafairgrounds.com

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

22:05 5304582645 44TH DIST AG ASSOC PAGE 08/17

California Fair Services Authority

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; $3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; $2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; $2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; $1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

COUNTY OF COLUSA
COMMUNITY DEVELOPMENT DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
146 7th Street, Colusa, CA 95932
(530)458-0395

TO: **Event Coordinators/ Temporary Food Facility (TFF) Vendors**

RE: **Operation of Food Booths for Colusa County Temporary Events**

Event Coordinator:

The event coordinator must provide a list of all TFF vendors that will be attending the event along with a map showing the location of each TFF vendor (see below for Event Coordinator application link). The information must be provided to the department **No later than 14 business days prior to the event.**

Event Coordinator Application: http://www.countyofcolusa.org/DocumentCenter/View/10117

Temporary Food Facility (TFF) Vendor:

If vendors will be serving **ANY** food or drinks, a permit from Colusa County Environmental Health is required. Each vendor will have to submit a completed TFF application along with the fee to Colusa County Environmental Health. The fee for a TFF with potentially hazardous food is $84 (per event) and non-potentially hazardous food (prepackaged food) is $28 (per event). All permits and fees are per event (not more than3 consecutive days). Colusa County Environmental health will shut your TFF down if you are operating without a valid health permit issued from Colusa County Environmental Health. **All Applications and fees must be submitted no later than 14 business days prior to the event.**

TFF Vendor (application is located at the end of the packet):
http://www.countyofcolusa.org/DocumentCenter/View/10417

If you need assistance please call our office at (530) 458-0395 or come to our office located at 146 7th Street, Colusa.

Thank You

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with
2. Renter will conduct his/her business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for, will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival Area
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one our before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessary interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

State of California Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. National Labor Relations Board (PCC Section 10296)
Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)
If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3 Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)
During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies unless specifically exempted, compliance with Gov Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer) age (over 40), marital status, and denial of family care leave.

4 Amendment (GC 11010.5)
Contract modification, when allowable may be made by formal amendment only

5. Assignment
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination
The fair reserves the right to terminate any contract at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

7. Governing Law
This contract is governed by and shall be interpreted in accordance with the laws of the State of California

8. Conflict of Interest (PCC 10410, 10411, 10420)
Contractor needs to be aware of the following provisions regarding current or former state employees If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification

Current State Employees (PCC 10410)

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

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

Former State Employees (PCC 10411)

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

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

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

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

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

Attachment: Rental Agreement - May 8, 2021 (6475 : Approve Car Show)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve Second Modification to Restpadd Health Corporation, LLC**

Approve Second Modification to **Restpadd Health Corporation, LLC,** for hospital-based psychiatric inpatient services.

Detailed Description/Background of request

Behavioral Health (BH) requests that the County execute a second modification to contract with Restpadd-Red Bluff, Inc., a 16 bed acute in-patient psychiatric facility located in Red Bluff, California. Behavioral Health has found it necessary to increase the compensation from $80,000 per fiscal year to $205,000 per fiscal year. The Department currently has a client at this facility and staff has not been able to find permanent placement due to the pandemic, so the expense is higher than in prior fiscal years.

The current contract expires June 2021 and the Department would like to extend the termination date another year with this second modification but unfortunately the host rates will change for fiscal year 21/22.

Prior Board Action

C19-004 and C19-145

Fiscal Impact/Funding Source

Budgeted: 00106-4013-55270 ($750,000 Support & Care)

Action for the Clerk

Please obtain signatures and send to:
Restpadd Health Corporation, LLC.
925 Walnut St.
Red Bluff, CA 96080

ATTACHMENTS:

- Second Modification Restpadd Red Bluff (DOCX)
- C19-145 1st Mod. Restpadd Red Bluff (PDF)
- C19-004 Original Restpadd Red Bluff (PDF)

C___-_____

Second Modification of C19-004 for Hospital Based Psychiatric Inpatient Services

This Second Modification of Hospital Based Psychiatric Inpatient Services is between Colusa County (County), a political subdivision of the State of California, and Restpadd Health Corporation, LLC, (Contractor), a California limited liability company.

Background

On January 8, 2019, the parties executed Contract C19-004 for hospital-based psychiatric inpatient services.

On July 1, 2019, the parties executed a First Modification (C19-145), modifying Section 1, Services to be Performed, by stating the hospital-based psychiatric inpatient services facility is located in Tehama County, extended the termination date to June 30, 2021, increased the daily rate for adult and youth, and replaced Attachments D&E with a new Attachment "D".

The parties now want to modify the Contract to increase the compensation.

Modification

The parties agree to modify the Contract effective April 13, 2021, as follows:

1. Section 3, Compensation, of the Contract is modified to increase the not to exceed amount from $80,000 per fiscal year to $205,000 per fiscal year.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

RESTPADD HEALTH CORPORATION, LLC.

_____Date:_____
Signature

_____
Printed Name and Title

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

by _____
Melissa Kitts, Deputy

Attachment: Second Modification Restpadd Red Bluff [Revision 2] (6494 : Second Modification to C19-004 Restpadd Health Corp, LLC)

C19-145

First Modification of C19-004 for Hospital Based Psychiatric Inpatient Services

This First Modification of Hospital Based Psychiatric Inpatient Services Contract C19-004 is between Colusa County (County), a political subdivision of the State of California, and Restpadd Health Corporation, LLC, (Contractor), a California limited liability company.

Background

On January 8, 2019, the parties executed Contract C19-004 for hospital based inpatient services.

The parties now want to modify the Contract to extend the termination date of the contract, update the daily rate for fiscal years 19/20-20/21 and replace Attachments "D&E" with an Attachment "D", and clarify the location of the facility.

Modification

The parties agree to modify the Contract effective July 1, 2019 as follows:

1. Section 1, Services to be Performed, is modified to state the hospital-based psychiatric inpatient services facility is located in Tehama County.

2. Section 2, Term, is modified to extend the termination date from June 30, 2020 to June 30, 2021.

3. Section 3, Compensation, of the Contract is modified as follows:

FY 19/20	FY20/21
Adult - $940 per day	Adult - $970 per day
Youth - $1,240 per day to	Youth - $1,275 per day

4. Attachments "D&E" is replaced with a new Attachment "D" – Requirements.

COUNTY OF COLUSA

Date: 7/30/19

Kent S. Boes, Board Chair

RESTPADD HEALTH CORPORATION, LLC

Date: 8/12/19

Mark Montgomery, PsyD, Administrator

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy Clerk

Attachment: C19-145 1st Mod. Restpadd Red Bluff (6494 : Second Modification to C19-004 Restpadd Health Corp, LLC)

C19-145

ATTACHMENT D

REQUIREMENTS

A. Additional Contract Restrictions

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

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds and which pertain to drugs and alcohol-related programs shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with this program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, or drugs or alcohol (HSC Section 11999-11999.3).

D. Debarment and Suspension

Contractor must comply with applicable federal disbarment and suspension regulations in addition to the requirements set forth in 42 CFR Part 1001.

E. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

F. Health Insurance Portability Act (HIPAA)

All work performed under this Contract is subject to HIPPA. Contractor shall perform the work in compliance with all applicable provision of HIPAA.

G. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

H. Counselor Certification

Attachment: C19-145 1st Mod. Restpadd Red Bluff (6494 : Second Modification to C19-004 Restpadd Health Corp, LLC)

C19-145

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

I. Cultural and Linguistic Proficiency

To ensure equal access to quality of care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

J. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126 (e)).

K. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment by disseminating information through educational bulletins and technical assistance.

L. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104 (g)) as amended by section 1702 of Pub. L. 112-239.

M. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into the Contract by reference and made a part hereto as if set forth in full, Contractor will not unlawfully discriminate against any person.

N. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

Attachment: C19-145 1st Mod. Restpadd Red Bluff (6494 : Second Modification to C19-004 Restpadd Health Corp, LLC)

C19-145

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Ace of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101-6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and constitution contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patients Records (42 CFR Part 2, Subparts A-E).

O. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

Attachment: C19-145 1st Mod. Restpadd Red Bluff (6494 : Second Modification to C19-004 Restpadd Health Corp, LLC)

JAN 18 2019

COLUSA COUNTY
BEHAVIORAL HEALTH

C 19-004

Restpadd Health Corporation, LLC, Psychiatric Services Contract

This Inpatient Psychiatric Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Restpadd Health Corporation, LLC ("Contractor"), a California limited liability company.

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

2. **Term:** This Contract shall begin on January 8, 2019 and shall continue until June 30, 2020.

3. **Compensation:** County will pay Contractor compensation as follows:

   Fiscal Year 2018/19
   Adults - $900 per day
   Youth - $1,240 per day

   Amount paid shall not exceed $80,000 per fiscal year, as provided for in Attachments "A" and "B." 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 previous 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) Invoice to itemize patient stays, dates of stay and total number of days.

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.

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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.

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. **HIPAA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "C" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirement of the Health Insurance Portability and Accountability Act (HIPAA).

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

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less than A:VII:

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

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

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

D. **Professional Liability Insurance** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount of not less than one million dollars ($1,000,000) per occurrence. 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. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage affected by this Contract.

F. **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

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any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

G. **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.

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

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

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

14. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address.

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Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Colusa County Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attention: Accounts Payable
If to Contractor:	Restpadd Health Corporation, LLC. 925 Walnut Street Red Bluff, CA 96080 Attention: Mark Montgomery, PsyD, Administrator

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

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

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

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

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

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

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

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

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

22. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:
    - **A.** Attachment "A" Scope of Service
    - **B.** Attachment "B" Daily All-Inclusive Rates
    - **C.** Attachment "C" HIPAA Business Associate Addendum
    - **D.** Attachment "D" Federal Law Requirements
    - **E.** Attachment "E" Additional Requirements

COUNTY OF COLUSA

Date: 1/8/19

Gary J. Evans, Board Chair

RESTPADD HEALTH CORPORATION, LLC

Date: 1/17/19

Signature

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By FOY Ann Nordyke, Deputy

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ATTACHMENT A

1. SCOPE OF SERVICES:
   A. Fee for Service Access:

Contractor will provide County access to a bed space on a first come, first serve "Fee for Service" basis. County agrees to pay the all-inclusive "fee for service" daily rate as set forth in Section 2 below from the day of admission to the day of discharge.

County is eligible to receive Med-Cal Reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor's psychiatric health facility (PHF).

The County Adult or Child System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

B. Program:

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" and "voluntary" adult or children patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring Adult or Child System of Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patient has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2) the patient no longer meets criteria for an involuntary hold, or 3) the patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the

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county of origin for placement or other disposition. County of origin is responsible for transportation at time of discharge based on Medical Provider discharge plan.

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs. Other than the case of a health emergency, where an urgent referral is needed, Restpadd Psychiatric Health Facility, shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult and children patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.5(b) of the California Health and Safety Code.
2. Patients who have the primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.
3. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
    a. Detoxification from substance abuse
    b. Treatment for substance induced delirium
4. Disorders caused by chronic organic brain dysfunction.
5. Behavioral, cognitive and/or physical impairment which would render the patient unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.
6. Those who meet criteria for less restrictive treatment.

C. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program based on medical necessity. Restpadd PHF will accept both patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours These patients may receive treatment beyond that time frame if they meet continued medical necessity.

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To continue treatment, a patient must either agree to be treated on voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review, involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.

D. Admission Process

Upon receipt of physician's orders and signed consent for treatment (or 5150). The patient meeting admission criteria will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.

E. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

F. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection

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with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:

1. Name and address of the injured or deceased person;
2. Name and address of Contractor's subcontractor, if any; and
3. Name and address of Contractor's liability insurance carrier believed to be involved;

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ATTACHMENT B

Restpadd Health Corp
Health Hope Dignity

Psychiatric Health Facility

DAILY ALL-INCLUSIVE RATES

FISCAL YEAR 2017/2018, YEAR 2018/2019

The following are rates for fiscal year 2017/2018, 2018/2019

Fiscal Year 2017/2018

ADULTS
Adult patients admitted to Restpadd Health Corp. located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $880.00 per day, excluding the day of discharge.

YOUTH
Youth patients admitted to Restpadd Health Corp. located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $1,240.00 per day, excluding the day of discharge.

Fiscal Year 2018/2019

ADULTS
Adult patients admitted to Restpadd Health Corp. located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $900.00 per day, excluding the day of discharge.

YOUTH
Youth patients admitted to Restpadd Health Corp. located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $1,240.00 per day, excluding the day of discharge.

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ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

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

© 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.

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

(d) In accordance with 45 CFR 164.502(c)(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);

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

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Associate to continue its proper management and administration or to carry out its legal responsibilities;

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

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

Miscellaneous

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

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

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

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

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ATTACHMENT D

FEDERAL LAW REQUIREMENTS

1. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

2. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

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ATTACHMENT E

ADDITIONAL REQUIREMENTS

1. No Unlawful Use or Unlawful Use of Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol – related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol – related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

2. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

3. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

Subcontractor must report any security incidents or breaches of unsecured PHI to the Contractor. In accordance with 45 CFR Section 164.504€(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall provide an opportunity for the subcontractor to cure the breach. If a breach of unsecured protected health information affects fewer than 500 individuals, Subcontractor must complete a notice for a breach within 60 days of the end of the calendar year in which the breach was discovered. If a breach of unsecured protected health information affects 500 or more individuals, Subcontractor must notify the Secretary of the breach without unreasonable delay and in no case later than 60 calendar days from the discovery of the breach. Additionally, subcontractor must submit the notice for a breach.

Attachment: C19-004 Original Restpadd Red Bluff (6494 : Second Modification to C19-004 Restpadd Health Corp, LLC)

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointment to the Local Child Care Planning Council**

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

Detailed Description/Background of request

On March 11, 2021, the Board Clerk's office was notified that Ginger Harlow had submitted her resignation to the Local Child Care Planning Council (LPC) effective immediately. Ms. Owens, who is the Program Coordinator at the First 5 Family Action Center, and is recommended by Ms. Harlow, has submitted an application to be considered for appointment as Community Representative for the LPC, to serve the remainder of the unexpired term, effective April 13, 2021 to October 23, 2022.

The Community Representative is defined as "a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded representative."

This vacancy was advertised in the newspaper of local circulation on March 18, 2021.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter of appointment and oath to Kim Owens, 812 King Street, Arbuckle, CA 95912, and send copy of oath and certification statement to the Local Child Care Planning Council, Attn: Kayla Kennedy, 345 Fifth Street, Suite B Colusa, CA 95932.

ATTACHMENTS:

- 03-11-21 Resignation and Recommendation (PDF)
- 03-11-21 Application to Fill a Vacancy - Owens (PDF)

- Notice of Vacancy - Local Child Care Planning Council (PDF)

Melissa Kitts

From: Kayla Kennedy <kkennedy@ccoe.net>
Sent: Thursday, March 11, 2021 2:20 PM
To: Melissa Kitts
Subject: FW: Resignation from LPC

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

From: Ginger Harlow <gharlow@ccoe.net>
Sent: Tuesday, March 9, 2021 4:11 PM
To: Kayla Kennedy <kkennedy@ccoe.net>
Cc: Kim Owens <kowens@ccoe.net>
Subject: Re: Resignation from LPC

Hi Kayla,

I have a staff member that is interested in applying for my vacancy and representing First 5 and our programs. Her name is Kim Owens and she is our Program Coordinator at our Arbuckle Family Action Center. I have cc'd her on this e-mail so that you have her e-mail address.

Thanks,

Ginger Harlow
Executive Director
First 5 Colusa Children & Families Commission
217 9th St., STE. B
Colusa, Ca. 95932
(530) 458-5555 PH.
(530) 458-5355 Fax

FIRST 5 COLUSA

We're here for you...The Community!
Family Action Centers Of Colusa County
Family Resource Centers in Arbuckle & Williams

From: Ginger Harlow
Sent: Tuesday, March 9, 2021 12:57 PM
To: Kayla Kennedy <kkennedy@ccoe.net>
Subject: Resignation from LPC

Hello Kayla,

Attachment: 03-11-21 Resignation and Recommendation (6479 : Appointment to the Local Child Care Planning Council)

I will need to resign from my position on the Local Child Care Planning Council effective today. Due to an increase in grants that my department has assumed, I need to prioritize my current role as ED. If you need to find a replacement for a community/public agency representative, I can recommend one of my program coordinators that can represent our department on the Council. Please let me know and I will discuss this with my staff to see who is interested and has the time available.

Thanks,

Ginger Harlow
Executive Director
First 5 Colusa Children & Families Commission
217 9th St., STE. B
Colusa, Ca. 95932
(530) 458-5555 PH.
(530) 458-5355 Fax

FIRST 5 COLUSA

We're here for you...The Community!
Family Action Centers Of Colusa County
Family Resource Centers in Arbuckle & Williams

Attachment: 03-11-21 Resignation and Recommendation (6479 : Appointment to the Local Child Care Planning Council)

Local Child Care Planning Council of Colusa County

"Working together to build brighter futures for children"

RECEIVED
MAR 11 2021
COUNTY OF COLUSA
BOARD OF SUPERVISOR

Name: Kim Owens		
Home Address: 2758 County Road 88A	City: Dunnigan	Zip: 95937
Agency: First 5 Colusa - Family Action Centers of Colusa County	Title: Coordinator	
Business Address: 812 King Street	City: Arbuckle	Zip: 95912
Day Phone: 530-476-0822	Fax:	E-Mail: kowens@ccoe.net

Categories for Appointment

Please indicate which appointment category you are applying for:

☐ **I. Consumer of Child Care Services** (using child care or have used it within the past 24 months)
Are you currently receiving child care? _____ Date last used: _____

☐ **II. Child Care Provider –** please indicate the type of care you provide:
- ☐ Licensed Child Care Provider.
- ☐ Licensed, Publicly Funded Child Care Center.
- ☐ Licensed, Private for Profit or Private Non Profit Child Care Center.
- ☐ License Exempt Child Care Provider.

☒ **III. Community Representative** (excluding agencies that contract with CDE to provide child care and development services)
Organization: First 5 Colusa Service Area: _____

☒ **IV. Public Agency Representative** (including city, county, and local education agencies)
Agency: First 5 Colusa

☐ **V. Discretionary Category** – Please describe:
_____

Geographic, Ethnic, and Cultural Diversity Representation

AB1542 states "Every effort shall be made to ensure that the ethnic, racial, geographic composition of the Local Planning Council is reflective of the ethnic, racial, and geographic distribution of the population of the county."

Please indicate your ethnic origin (optional):

☒ White (includes Indo-European) ☐ Black (includes African, Jamaican, Trinadian, & West Indian)
☐ Hispanic (includes Mexican, Puerto Rican, Cuban, Spanish, and Latin American)
☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean, or Vietnamese)
☐ American Indian or Alaskan Native ☐ Filipino ☐ Other: _____

Attachment: 03-11-21 Application to Fill a Vacancy - Owens (6479 : Appointment to the Local Child Care Planning Council)

Membership Involvement & Responsibilities

Members are expected to attend regular monthly meetings held on the fourth (4th) Tuesday of every other month. Additional meetings may be scheduled for training, committees, and Council business. Are you willing to commit to regular participation given this schedule? ☒ Yes ☐ No

Please describe related organizations in which you are currently involved in:

I am the Coordinator for the First 5 Colusa / Arbuckle Family Action Center. We provide Growing Start playgroups for infants, toddlers, and pre-K children and their parents. We also assist child care providers and many families in our community with food distributions, health application assistance, and referrals. I work closely with Children's Services in referring families, services, and attending trainings.

Please describe your interest, skills, and knowledge that you will bring to the Council:

I am interested in providing my support to our Local Child Care Planning Council. I have been serving children and their families in Colusa County for the past 14 years. I have had the privilege of participating in events and trainings that have been coordinated by the LPC.

I understand how important it is to provide support and encouragement to child care providers. I know many of our families in Colusa County and am aware of their needs.

Through my position at the Arbuckle Family Action Center, I have collaborated with staff at Colusa County Office of Education / Children's Services, California Child Abuse Prevention Center, California Family Resource Association, Colusa County Advocates for Parents and Children, the Department of Health and Human Services, and various other agencies in our county, and throughout California.

I have an Associate's Degree in Early Childhood Education, and I am currently working on my Bachelor's Degree.

I attend First 5 Colusa Commission Meetings on a regular basis, and serve on the Ampla Health Board.
I would consider it an honor to serve on the Local Child Care Planning Council and help in any way that I can.

Mail or fax your application to:

Local Child Care Planning Council of Colusa County
345 Fifth Street
Colusa, CA 95932
Fax: (530) 458-0301
Phone: (530) 458-0350

For office use only:

Council recommends appointment? ☐ Yes ☐ No Date: _____

Board of Supervisors Approval Date: _____

County Superintendent's Approval Date: _____

County Superintendent's Signature: _____

Attachment: 03-11-21 Application to Fill a Vacancy - Owens (6479 : Appointment to the Local Child Care Planning Council)

PIONEER REVIEW: Please Publish on March 18, 2021
POSTED: At the Historic Courthouse on March 12, 2021

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill a vacancy to serve an unexpired term effective April 13, 2021 to March 23, 2022 for the following:

1 Vacancy – Local Child Care Planning Council (Community Representative)

Must be a resident or employed in Colusa County and a representative of an agency or business that provides private funding for child care services, or persons who advocate for child care services through civic or community based organizations. 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@countyofcolusa.com

Applications are also available online at www.countyofcolusa.com
Please submit applications by Friday, April 2, 2021 by 4:00 p.m.

Attachment: Notice of Vacancy - Local Child Care Planning Council (6479 : Appointment to the Local Child Care Planning Council)

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Melissa Kitts**
SUBJECT:	**Appointment to the Colusa County Airport Advisory Committee**

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

Detailed Description/Background of request

On March 11, 2021, the Board Clerk's Office received a notice of resignation from Clinton Jewett for the Airport Advisory Committee, effective immediately. Notice of the vacancy was sent to the paper of local circulation and published on March 18, 2021. One application was received by Mr. John Hamill, who is seeking appointment to the Committee. If appointed, Mr. Hamill would serve the remainder of Mr. Jewett's term effective April 13, 2021 through August 31, 2021.

The Airport Advisory Committee By-laws list the following qualifications required for an applicant to be eligible for appointment:

"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."

Mr. Hamill meets the eligibility requirements and has expertise in aviation.

Prior Board Action

Mr. Jewett was appointed on September 1, 2020 to a 1-year term.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to John Hamill, PO Box 27, Arbuckle, CA 95912.

ATTACHMENTS:

- 03-11-21 Notice of Resignation - Jewett (DOCX)
- Notice of Vacancy - Airport Advisory Committee (PDF)
- 04-02-21 Application to Fill Vacancy - Hamill (PDF)

Dear Wendy,
It has been a pleasure and honor to serve on the Airport Land Use Committee and Airport Advisory Committee. While my time serving has been short, it has become apparent that a conflict of interest may result in substantial abstentions in the future, and an undue burden for the Committee members, County staff, and applicants. Therefore, I respectfully request to be removed from both the Airport Land Use Committee and Airport Advisory Committee effective immediately. Please feel free to contact me if you have any questions. Thank you.

Clint Jewett
530-945-5519

Attachment: 03-11-21 Notice of Resignation - Jewett (6480 : Appointment to the Airport Advisory Committee)

PIONEER REVIEW: Please Publish on March 18, 2021
POSTED: At the Historic Courthouse on March 12, 2021

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill a vacancy to serve an unexpired term effective April 13, 2021 to August 31, 2021 for the following:

1 Vacancy – Airport Advisory Committee

Must be a resident of Colusa County with experience in aviation. 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@countyofcolusa.com

Applications are also available online at www.countyofcolusa.com
Please submit applications by Friday, April 2, 2021 by 4:00 p.m.

Attachment: Notice of Vacancy - Airport Advisory Committee (6480 : Appointment to the Airport Advisory Committee)

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

RECEIVED
Office Use Only
Date Stamp
APR 02 2021
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:
JOHN HAMILL	P.O. BOX 27, ARBUCKLE, 95912 1960 SYCAMORE SLOUGH ROAD, ARBUCKLE, 959

CITY:	PHONE:	E-MAIL:
ARBUCKLE	CELL NO.: (775) 815-6426	SACHREITERRANCH@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:**

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:

I HAVE OVER 4 DECADES OF FLYING EXPERIENCE. THIS AFFORDS ME THE SKILL SET THAT MOST WOULD CONSIDER AN EXPERT LEVEL IN AVIATION. I AM FAMILIAR WITH AIRPORT OPERATIONS AND FUNCTION. MY FAMILY HAS OWNED AGRICULTURAL LAND IN COLUSA COUNTY FOR OVER 150 YEARS. WE HAVE BEEN ACTIVE MEMBERS IN THE COLUSA COMMUNITY AND HAVE WORKED TO IMPROVE THE VIABILITY OF OUR COUNTY. AS AN OWNER/OPERATOR OF A GENERAL AVIATION AIRCRAFT HANGARED AT 008 I AM UNDERSTANDABLY INTERESTED IN A THRIVING COUNTY AIRPORT.

4-2-2021

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

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

Attachment: 04-02-21 Application to Fill Vacancy - Hamill (6480 : Appointment to the Airport Advisory Committee)

COUNTY OF COLUSA, CA **3.12**

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointment to the Colusa County Water Works District #1**

Appoint Jose Humberto Navarro (Dist. 2) to the Colusa County Water Works District #1, to fill an unexpired term, effective April 13, 2021. **(Applications received: Jose Humberto Navarro)**

Detailed Description/Background of request
The Colusa County Water Works District #1 currently has a vacancy resulting from the resignation of Stuart Angerer, which was received on November 16, 2020. On November 18, 2020, a Notice of Vacancy was posted in the paper of local circulation.

Mr. Navarro is the only applicant for the position and meets the qualifications set by the By-Laws of the Colusa County Water Works District #1, which requires members to reside within District.

Pursuant to California Water Code section 55301, members serve at the pleasure of the Board of Supervisors of the county, rather than for the term for which the member was appointed. Historically, the Board of Supervisors has not appointed members of the Colusa Water Works #1 to a set term. Since these members serve at the pleasure of the Board, the Board of Supervisors has the option to continue appointing without setting predetermined terms, extend, or reduce terms.

Prior Board Action
The Board appointed Stuart Angerer on February 19, 2008.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Send notice of appointment and oath of office to: Jose Humberto Navarro, 465 Poundstone St., Grimes, CA 95950 with copy to District

ATTACHMENTS:

- 11-16-21 Notice of Resignation - Angerer (PDF)
- 11-18-21 Notice of Vacancy (PDF)

- 04-02-21 Application to Fill Vacancy - Navarro (PDF)

RECEIVED

NOV 16 2020

COUNTY OF COLUSA
BOARD OF SUPERVISORS

Stuart Angerer
P.O. Box 182
Grimes, CA 95950
11/10/2020

Colusa County Board of Supervisors
Colusa, CA

Dear Board:

It is with regret that I tender my resignation from the Colusa County Water Works District #1 where I have been a member and director for the last 15 years. I am moving from the county in December of this year and will no longer be able to serve. This is effective at the end of November 2020.

I am grateful for having had the opportunity to serve on the board. We have accomplished a lot but there are still challenges ahead. As the Board President I want to thank the county for all the support we have received and know that the Town of Grimes will continue to need that support as they work with the State to provide drinking water free of arsenic. It has been a long struggle but with some light showing at the end of the tunnel.

As I write, this week will bring, to near completion, a new water meter project financed by State grants.

Again I thank the Board and wish to thank the current Water District board members for all there hard voluntary work.

Sincerely,

Stuart Angerer

Board President – Colusa County Water Works District #1

Attachment: 11-16-21 Notice of Resignation - Angerer (6505 : Appointment to the Colusa County Water Works District #1)

LEGAL NOTICE

COUNTY OF COLUSA
NOTICE OF VACANCY

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors is soliciting applications for the following:

1 VACANCY - COLUSA COUNTY WATER WORKS DISTRICT #1

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@countyofcolusa.com

Applications are available at the Board Clerk's office and on the County website at www.countyofcolusa.com. Please submit applications by Friday, December 4, 2020 at 4:00 p.m.

11/18/2020 - WPR #2020-1381

Attachment: 11-18-21 Notice of Vacancy (6505 : Appointment to the Colusa County Water Works District #1)

March 25, 2021

RECEIVED
APR 02 2021

Jose Humberto Navarro

465 Poundstone St

Grimes CA 95950

(530)312-6689

To Whom It May Concern:

I am writing this letter to show my interest in joining the Grimes Water Board. I have lived in Grimes since 1994 and my childhood was a memorable one here in Grimes. I really love this little town. I am 39 years old, responsible and hardworking.

I have been able to serve my community in many different ways. In the past I served as a volunteer firefighter for over five years. I have also helped the Ladies Aid with some volunteer work in Grimes; for example I helped with the installation of a community bulletin board outside of the Grimes Post Office. I have also volunteer with tree trimming around the Grimes Scout Cabin and Post Office building.

I would like to continue contributing my time and skills to the service of my community. My career and education gave me a background in agriculture, landscape management, water conservation, residential irrigation systems. My skills will help me support and mentor the Grimes residents in water management for their yards by regulating their sprinkler systems and timers in a way that will help conserve water. I would be happy to share information in regards to the best time of the day and duration of the water usage in the garden and yard. I am very hands on and I can see myself contributing my skills to the water board with the appropriate training.

If you have any questions, please feel free to give me a call (530) 312-6689.

Sincerely,

Jose Humberto Navarro

Attachment: 04-02-21 Application to Fill Vacancy - Navarro (6505 : Appointment to the Colusa County Water Works District #1)

COUNTY OF COLUSA, CA **3.13**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve Task No. 5 - Historic Resources Evaluation report and DPR forms**

Approve First Modification adding Task No. 5 to contract PC20-117 with **Helix Environmental Planning, Inc.** to perform cultural resources consulting for the Finks Road Bridge Project.

Detailed Description/Background of request

On December 21, 2020 the County entered into contract no. PC20-117 to perform cultural resources consulting for the Finks Road Bridge Project located within the County. The Department is requesting to modify the contract by adding Task No. 5- Historic Resources Evaluation Report and State Department of Parks and Recreation forms per consultation with CalTrans Environmental.

Prior Board Action

On December 21, 2020 the Purchasing Agent signed purchasing contract no. PC20-117

Fiscal Impact/Funding Source

3010-53180

Action for the Clerk

HELIX Environmental Planning, Inc.
Attn: Patick Britton, Regional Manager
11 Natoma St. Ste. 155
Folsom, CA 95630

ATTACHMENTS:

- PC20-117 Helix Environmental Planning, Inc (PDF)
- First Modification Helix Environmental Planning Inc (DOCX)

PC20-117

Cultural Resources Consulting Services

This Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Helix Environmental Planning, Inc. ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with performing cultural resources consulting for the Finks Road Bridge Project located in the County of Colusa as outlined in Caltrans Environmental Handbook Volume 2, Cultural Resources, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on December 21, 2020, and shall continue until all requested services are completed, no later than June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $9,000.00, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Upon completion of the project described in paragraph one, Contractor shall provide County with an invoice for the services provided. 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

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

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 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.

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

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

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

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

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

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

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

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

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

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

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

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

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

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

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

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

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

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

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

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

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

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

If to County:	County of Colusa Department of Public Works Attn: Michael Azevedo 1215 Market St. Colusa, CA 95932
If to Contractor:	HELIX Environmental Planning, Inc. Attn: Patrick Britton, Regional Manager 11 Natoma St., Ste 155 Folsom, CA 95630

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:

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

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

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

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

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

A. Attachment "A" – Scope of Services
B. Attachment "B" – Schedule of Fees

COUNTY OF COLUSA

Date: 12/17/20

Wendy G. Tyler, County Administrative Officer

HELIX ENVIROMENTAL PLANNING, INC.

Date: 12/21/2020

Patrick Britton, Regional Manager

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

ATTACHMENT "A"

Table 1
SCHEDULE IN WEEKS FROM NOTICE TO PROCEED

Task No.	Task	Time to Completion
1	Record Search, Background Research, Native American Outreach	5 weeks
2	Cultural Resources Survey	7 weeks
3	Draft Archaeological Survey Report	11 weeks
4	Draft Historic Property Survey Report	11 weeks

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed $9,000, which is provided below in a breakdown by task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

Task No.	Task Name	Cost
1	Record Search, Background Research, Native American Outreach	$2,650
2	Cultural Resources Survey	$660
3	Archaeological Survey Report	$3,355
4	Historic Property Survey Report	$2,335
	TOTAL	**$9,000**

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this Agreement:

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Once preparation of the draft documents has begun, no changes to the project design will occur such that major revisions to the project description or re-analysis of project impacts will be required.
- Client will identify all potential off-site components associated with the project prior to HELIX initiating the records search.
- NWIC records search fees will not exceed S500.00.

EXECUTION OF AGREEMENT

This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of Client.

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

ATTACHMENT "B"

EXHIBIT B
SCHEDULE OF FEES

HELIX Environmental Planning

CONSULTING SERVICES
Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

DIRECT COSTS
Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at $25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

PAYMENT
Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

PROFESSIONAL RATES
Current hourly rates for consulting services:

Principal	$225-250
Principal Acoustician	$180-205
Principal Biologist	$190-225
Principal Landscape Architect	$160-190
Principal Permitting Specialist	$170-220
Principal Planner	$200-235
Principal Regulatory Specialist	$190-225
Senior Project Manager I-III	$150-200
Senior Air Quality Specialist	$155-180
Senior Environmental Specialist	$130-170
Senior Fisheries Scientist	$200-230
Senior Noise/Air Quality Specialist	$150-180
Noise/Air Quality Specialist	$115-145
Environmental Specialist I-III	$85-125
Environmental Compliance Analyst	$70
Environmental Compliance Specialist	$75-125
Project Manager I-III	$120-175
Assistant Project Manager	$100-120
Archaeology Field Director	$110
Staff Archaeologist	$80-115
Senior Archaeologist	$120-170
Architectural Historian	$100-130
Environmental Planner I-III	$95-120
Environmental Analyst	$65-75
Landscape Architect	$110-125
Senior Landscape Architect	$130-160
Landscape Planner I-III	$95-115
Sr. Scientist	$130-165
Biologist I-V	$85-130
Assistant Biologist	$60
Senior GIS Specialist	$125-165
GIS Specialist I-III	$75-120
Graphics	$115
Technical Editor	$90-100
Operations Manager	$105- 120
Word Processor I-III	$65-85
Clerical	$60-75

Rates are subject to change on a yearly basis

Attachment: PC20-117 Helix Environmental Planning, Inc (6495 : Modification to PC20-117 Helix Environmental Planning, Inc)

C___-_____

First Modification of Contract PC20-117 for Cultural Resources Consulting Services

This First Modification of Contract PC20-117 is between County of Colusa (County), a political subdivision of the State of California, and Helix Environmental Planning, Inc., a California corporation.

Background

On December 21, 2020, the parties executed contract PC20-117 for performing cultural resources consulting for the Finks Road Bridge Project located in the County of Colusa.

The parties now want to modify the Contract to add Task 5 Historic Resources Evaluation Report (HRER) and Department of Parks and Recreation (DPR) site record forms.

Modification

The parties agree to modify the Contract effective April 13, 2021 as follows:

1. Add SCOPE OF WORK Task No. 5 – Perform Historic Resources Evaluation, provide Historic Resources Evaluation Report, and complete all required State Department of Parks and Recreation forms.

2. Section 3 Compensation is modified to include an increase in the amount of $2,000, to reflect the cost of Task No. 5, for a total contract amount not to exceed $11,000.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

by _____
Melissa Kitts, Deputy

Attachment: First Modification Helix Environmental Planning Inc [Revision 2] (6495 : Modification to PC20-117 Helix Environmental Planning,

C___-_____

SCOPE OF WORK

Task 5. Historic Resources Evaluation Report and DPR Forms

The cultural resources records search previously authorized as Task 1 determined that one previously documented resource, the Glenn-Colusa Canal, is located within the project area. The canal was recorded in 2007 as part of the Caltrans District 3 Rural Conventional Highways Inventory, and although the canal is almost 100 miles long, the previous documentation only addressed a small part of the canal located west of the City of Williams and south of the current project area. A Historic Resources Evaluation Report (HRER) and Department of Parks and Recreation (DPR) site record forms will be completed in order to document the portion of the canal within the current project area and evaluate it for eligibility to the National Register of Historic Places.

HELIX will provide the following services under Task 5:

- Additional background research related to the Glenn-Colusa Canal and its history will be conducted;
- An HRER consistent with Caltrans guidelines will be prepared;
- DPR site record forms will be prepared for the section of canal within the current project area; and
- Additional mapping will be prepared to support the HRER and DPR forms.

CURRENT CONTRACT TOTAL		**$9,000**
Task Number	**Task Name**	**Cost**
5	Historic Resources Evaluation Report and DPR Forms	$2,000
Subtotal		**$2,000**
TOTAL REVISED CONTRACT		**$11,000**

Attachment: First Modification Helix Environmental Planning Inc [Revision 2] (6495 : Modification to PC20-117 Helix Environmental Planning,

COUNTY OF COLUSA, CA **3.14**

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve FOURTH modification to Aircon Energy, Inc.**

Approve Fourth Modification to **Aircon Energy, Inc**. for energy services design and installation.

Detailed Description/Background of request

PG&E required two of the solar installation projects (BHS and DHHS) to go through a longer, more detailed review process to assess if there would be impacts to PG&E infrastructure that needed to be mitigated. We had no way of knowing these longer studies would be required, and in fact, were surprised, because both the Williams Road Yard and Courthouse Annex projects were approved with the initial simple study. Aircon is requesting to extend the contract out 6 months (December 31, 2021) so that we can ensure the projects will be installed and operational prior to the extended expiration date.

Prior Board Action

C20-057 approved April 2, 2020 - Original agreement

C20-209 1st Modification approved November 25, 2020 - Section 1.1, Installation of the Contract was modified 449 calendar day (June 30, 2021), Compensation was modified to increase and Schedule B, Scope of Work is modified to add Attachment "A to the scope of work.

C21-014 2nd Modification approved January 19, 2021 - Section 7, Compensation was modified to increase compensation and schedule B, Scope of Work modified to add Attachment "B" to Scope of Work.

C21-035 3rd Modification approved March 16, 2021 - Section 7, Compensation was modified in increase compensation and Schedule B, Scope of Work was modified to add Attachment "A" to the Scope of Work.

Fiscal Impact/Funding Source

No cost for the extension.

Action for the Clerk

Obtain signatures and forward to

Jeff Wagner
AirCon Energy
830 West Stadium Lane
Sacramento, CA 95834

ATTACHMENTS:

- Fourth Mod to Contract C20-057(DOCX)
- C21-035 AirCon Energy, Inc. - 3rd Modification(PDF)
- C21-014 Aircon Energy, Inc. - 2nd Modification (PDF)
- C20-209 Aircon Energy, Inc. - 1st Modification (PDF)
- C20-057 Aircon Energy, Inc (PDF)

Fourth Modification of Contract C20-057 for Energy Services Design and Installation

This Fourth Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

Background

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract")**.**

On November 24, 2020 the parties modified the contract (C20-209) to extend its term to end June 30, 2021, increase compensation and adding Attachment "A" to the Scope of Work.

On January 19, 2021 the parties modified the contract (C21-014) to increase the compensation and Schedule B, Scope of Work was modified to add Attachment "B" to the Scope of Work.

On March 16, 2021 the parties modified the contract (C21-035) to increase the compensation and Schedule B, Scope of Work, was modified to add Attachment "A" to the Scope of Work.

The parties now want to modify the Contract to extend the term as follows:

Modification

The parties agree to modify the Contract effective April 13, 2021 as follows:

1. Section 1.1 Installation, of the Contract is modified to "The Company shall complete the design of and install the Equipment and implement the related procedures, if any, described in Schedule B within 663 calendar days (December 31, 2021) from the Notice to Proceed."

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

AIRCON ENERGY, INC.

_____Date:_____
Jeff Wagner, President

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

by _____
Melissa Kitts, Deputy

Attachment: Fourth Mod to Contract C20-057 [Revision 4] (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

C21-035

Third Modification of Contract C20-057 for Energy Services Design and Installation

This Third Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

Background

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract").

The contract has been modified twice to extend the term, add to the scope of work and increase the compensation.

The parties now want to modify the Contract increase compensation and add to the Scope of Work.

Modification

The parties agree to modify the Contract effective March 16, 2021 as follows:

1. Section 7, Compensation, of the Contract is modified to increase compensation from $2,312,214.00 by $3,366.00 not to exceed $2,315,580.00 (Two million, three hundred fifteen thousand, five hundred eighty dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "A" to the Scope of Work.

COUNTY OF COLUSA

Date: 3/16/21

Gary J. Evans, Board Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

AIRCON ENERGY, INC.

Date: 3/23/21

Jeff Wagner, President

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

by

Melissa Kitts, Deputy

Attachment: C21-035 AirCon Energy, Inc. - 3rd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

ATTACHMENT A

AIRCON ENERGY

Proposal

Page	Date:	Job Name:	Quote #:	Proposal Amount:
1of 1	2/17/21	C/O#6 EV Charger platform	BD002	$3,366.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Electric vehicle charging infrastructure at the County Courthouse Annex			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 523 Oak street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

FINDINGS

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

While under construction on the Colusa County Energy Conservation Project it was determined that an electric vehicle charging station may be installed at the County Courthouse Annex. To prepare for this we offer this infrastructure improvement proposal.

We are recommending that Aircon make these additional improvements as part of the solar system installation at this site.

SCOPE OF WORK

scope of proposal.

Inclusion:

1. All necessary labor and materials to install a new 125A distribution panel and transformer for the future EV chargers

Exclusions

1. Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-035 AirCon Energy, Inc. - 3rd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

Proposal

Page	Date:	Job Name:	Quote #:	Proposal Amount:
2of 1	2/17/21	C/O#6 EV Charger platform	BD002	$3,366.00

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: George J. Title: Chair Date: 3/16/21

Aircon Energy, Inc.:

Authorized Signature: Date: 2/17/21

Brent Dobson / Operation Manager

SCCE Waiver

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-035 AirCon Energy, Inc. - 3rd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

Attachment: C21-035 AirCon Energy, Inc. - 3rd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

C21-014

Second Modification of Contract C20-057 for Energy Services Design and Installation

This Second Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

Background

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract").

On November 24, 2020 the parties modified the contract (C20-209) to extend its term to end June 30, 2021, increase compensation by $18,827.00 and adding Attachment "A" to the Scope of Work.

The parties now want to modify the Contract to increase the Scope of Work and further increase compensation.

Modification

The parties agree to modify the Contract effective January 5, 2021, as follows:

1. Section 7, Compensation, of the Contract is modified to increase compensation from $2,232,786.00 by $79,428.00, not to exceed $2,312,214.00 (Two million, three hundred twelve thousand, two hundred and fourteen dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "B" to the Scope of Work.

COUNTY OF COLUSA

Date: 1/19/21

Gary J. Evans, Board Chair

AIRCON ENERGY, INC.

Date: 1/28/21

Jeff Wagner, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

ATTACHMENT "B"
SCOPE OF WORK

Change Order #5 – Williams Roadworks Building

Inclusion: Electrical code upgrade

- Disconnect wires from buses and insure they are connected and landed in a manner that is within the electrical code.

Exclusions:

- Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

Change Order #6 – Provide & install (1) Pelican Control system at Behavioral Health

Inclusion: Controls to be included

- Pelican Gateway
- (57) Pelican Zoning Thermostats
- (57) VVT Zone Damper Actuators
- (7) 8 Zone Modules
- (2) 24 Zone Modules
- (9) VVT Bypass Damper Actuators
- (8) Pelican Thermostats for Single Zone RTU
- Most of the existing wires can be reused and when it is not adequate, we will provide and install new.
- All necessary labor to ensure a proper installation is achieved.
- All work to be performed during normal business hours.
- Removal of the existing control system.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

AIRCON ENERGY

Proposal

Page	Date:	Job Name:	Quote #:	Proposal Amount:
1of 1	12/11/20	C/O#5 Electrical code upgrade	BD001	$2570.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Upgrade to current code electrical at Williams roadworks building			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 162 E Carson street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

FINDINGS

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

While under construction on the Colusa County Energy Conservation Project it was determined that the existing electrical at Williams roadworks building is out of code compliance. After a brief discussion it was determined that the electrical items within question be brought up to current code.

We are recommending that the AES has there electrician on staff make the small change necessary to ensure that the panel with the existing questionable items be brought up to da codes of today.

SCOPE OF WORK

Here is a list of items that will be addressed, scope of proposal.

Inclusion:

1. Disconnect wires from buses and insure they are connected and landed in a manner that is within the electrical code.

Exclusions

1. Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

AIRCON ENERGY

Proposal

Page	Date:	Job Name:	Quote #:	Proposal Amount:
2of 1	12/11/20	C/O#5 Electrical code upgrade	BD001	$2570.00

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 1/19/21

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 1/28/21

Brent Dobson / Operation Manager Jeff Wynn President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

C21-014

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #6	Quote #:	Proposal Amount:
1of 1	12/21/20	Provide and install (1) Pelican Control system at Behavioral health	BD001	$76,858.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Provide and install (1) Pelican Control system at Behavioral health			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 547 Market street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

FINDINGS

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

During the construction of a County wide Energy Conservation project it was brought to Aircon's attention that the Behavioral Health building was struggling to maintain comfort for the occupants inside the building. It appeared that the problems is within the existing Carrier VVT control system and is failing rapidly.

Upon inspection of the existing controls system by a Carrier VVT specialist it was determined that portions of the system were starting to go into a complete failure and causing severe comfort issues.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

C21-014

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #6	Quote #:	Proposal Amount:
2of 1	12/21/20	Provide and install (1) Pelican Control system at Behavioral health	BD001	$76,858.00

SCOPE OF WORK

We are proposing the following as a resolution to provide a more modern and manufacture supported Pelican control system that will allow Colusa County to utilize the new equipment being installed as part of the energy project to its highest efficiency possible.

Inclusions.

Controls to be included:

- Pelican Gateway
- (57) Pelican Zoning Thermostats
- (57) VVT Zone Damper Actuators
- (7) 8 Zone Modules
- (2) 24 Zone Modules
- (9) VVT Bypass Damper Actuators
- (8) Pelican Thermostats for Single Zone RTU
- Most of the existing wires can be reused and when it is not adequate, we will provide and install new.
- All necessary labor to ensure a proper installation is achieved.
- All work to be performed during normal business hours.
- Removal of the existing control system.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #6	Quote #:	Proposal Amount:
3of 1	12/21/20	Provide and install (1) Pelican Control system at Behavioral health	BD001	$76,858.00

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 1/19/21

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 1/28/21

Brent Dobson / Operation Manager Jeff Wagy President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

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C20-209

First Modification of Contract C20-057 for Energy Services Design and Installation

This First Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

Background

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract").

The parties now want to modify the Contract to extend the term, increase compensation and add to the Scope of Work.

Modification

The parties agree to modify the Contract effective November 24, 2020, as follows:

1. Section 1.1, Installation, of the Contract is modified to "The Company shall complete the design of and install the Equipment and implement the related procedures, if any, described in Schedule B within 449 calendar days (June 30, 2021) from the Notice to Proceed."

2. Section 7, Compensation, of the Contract is modified to increase compensation from $2,213,959.00 by $18,827.00, not to exceed $2,232,786.00 (Two million, two hundred thirty-two thousand, seven hundred eighty-six dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "A" to the Scope of Work.

SIGNATURES FOLLOW ON PAGE 2

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

C20-209

COUNTY OF COLUSA

Date: 11/24/20

Denise J. Carter, Board Chair

AIRCON ENERGY, INC.

Date: 12/6/20

Jeff Wagner, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

ATTACHMENT "A"
SCOPE OF WORK

Change Order #1 – BHS Rooftop & VVT Units

Inclusion: Rooftop Units

- Confirm RTU's are communicating with associated zones
- Confirm each system is configured correctly
- Provide functional testing of each RTU
- Provide deficiency list of defected controls components

Inclusion: VVT Units

- Confirm VVT's are communicating with associated RTU's
- Confirm each system is configured correctly
- Provide functional testing of each system
- Provide deficiency list of defected controls components

Change Order #2 – Ductless Heat Pump Split System for Judge's Chambers

Inclusion:

- Provide and install one designed 2- ton heat pump ductless split system.
- Provide and install electrical as needed to insure proper operation.
- Provide and install refrigerant pipes necessary to connect the indoor unit to the outdoorunit.
- Provide and install all materials needed to run the condensate in an approved manner.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Change order #3 – Installation of Storm Windows and French Doors

Inclusion:

- The inserts will be made of a commercial type acrylic.
- The acrylic type windows are designed to withstand the temperature changes without any shrinkage.
- Provide and install storm window type inserts on both (2) windows and the set of French doors.
- Provide and install necessary framework for storm windows to rest on and within.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #1	Quote #:	Proposal Amount:
1of 1	10/13/20	VVT Training and Assessment	BD001	$2,456.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: The provision of having a carrier specialized technician provide tutorial			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 162 E Carson street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

FINDINGS

While under construction on the Colusa County Energy Conservation Project it was determined that the existing controls system at Behavioral Health is in operation but needs some fine tuning. We also feel that it would be in the counties best interest to get some training on this controls system to decrease the amount of time it might take to troubleshoot problems moving forward.

SCOPE OF WORK

We are recommending that the technician from a Sacramento local preferred contractor who very versed on this controls system be tasked with the training and overall assessment of the existing controls platform. This should only take about a day and there is a couple of sensors that we currently think are not operating properly. We have asked that up to five of these room sensors be included within this work so there are hopefully no hidden charges after this.

Here is a list of items that will be addressed, scope of proposal.

Inclusion:

ROOFTOP UNITS

1. Confirm RTU's are communicating with associated zones

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AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #1	Quote #:	Proposal Amount:
2of 1	10/13/20	VVT Training and Assessment	BD001	$2,456.00

2. Confirm each system is configured correctly
3. Provide functional testing of each RTU
4. Provide deficiency list of defected controls components

VVT UNITS

5. Confirm VVT's are communicating with associated RTU's
6. Confirm each system is configured correctly
7. Provide functional testing of each system
8. Provide deficiency list of defected controls components

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 12/6/20

Brent Dobson / Operation Manager

Jeff Wagner President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #2	Quote #:	Proposal Amount:
1of 1	10/13/20	The replacement of two split systems at Historical Courthouse is to be replaced with adding 1 Ductless Heat Pump split system for judge's chambers	BD001-2	Difference in cost is $712.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Provide and install 2 ton ductless heat pump system			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 547 Market street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

FINDINGS

It was determined once we started the project that the 2 split systems were no longer necessary as the area they served was being served by different equipment and this left some contract dollars open for other items. While under construction on the Colusa County Energy Conservation Project we (Aircon Energy) were asked to give a proposal for the installation of (1) stand-alone system for the judge's chambers area. After a brief conversation with the judge to better understand what he was hoping the end results would be. The area has been assessed and the following will describe what are proposing to provide to give the judge his own system, so he won't have to condition the entire courtroom if he is just in his chambers.

SCOPE OF W

We are recommending that the judge's chambers have its own heating and cooling system as it currently shares a system with the courtroom and when he is not in court it is a waste to condition the courtroom because the judge is uncomfortable in his office.

The installation of (1) 2-ton ductless heat pump system seems to be the most direct system and is designed to provide comfort to individual spaces or offices. Since this a heat pump it will provide both heating and cooling to the space.

Here is a list of items that will be addressed, scope of proposal.

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AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #2	Quote #:	Proposal Amount:
2of 1	10/13/20	The replacement of two split systems at Historical Courthouse is to be replaced with adding 1 Ductless Heat Pump split system for judge's chambers	BD001-2	Difference in cost is $712.00

WORK

Inclusion:

- Provide and install one designed 2- ton heat pump ductless split system.
- Provide and install electrical as needed to insure proper operation.
- Provide and install refrigerant pipes necessary to connect the indoor unit to the outdoor unit.
- Provide and install all materials needed to run the condensate in an approved manner.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 12/6/20

Brent Dobson / Operation Manager

Jeff Wagner President

830 West Stadium Lane, Sacramento, California, 95834
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C20-209

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #3	Quote #:	Proposal Amount:
1of 1	10/13/20	The installation of storm window inserts.	BD001-2	$15,659.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Provide and install (2) storm window inserts and (1) French door storm window insert.			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 547 Market street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

FINDINGS

We were asked to investigate the provision of storm type windows for the law library at the Historical Courthouse to eliminate the draft from the existing historical windows and French doors. There is one set of French doors and two windows in the law library area and with original glass in the window they leak profusely, and I can see how ash could have got into the space from the recent fires in the area.

Upon inspection of the existing windows and door set we came up with the following scope of work for you to consider.

SCOPE OF WOR

We feel that to install some additional storm window systems both on the (2) windows and the set of French doors on the second floor is the best way to not alter the building Historical appearance. This will also be the closest way to eliminate the draft and unwanted debris such as ashes from entering the space.

Here is a list of items that will be addressed, scope of proposal.

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AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #3	Quote #:	Proposal Amount:
2of 1	10/13/20	The installation of storm window inserts.	BD001-2	$15,659.00

K

Inclusion:

- The inserts will be made of a commercial type acrylic.
- The acrylic type windows are designed to withstand the temperature changes without any shrinkage.
- Provide and install storm window type inserts on both (2) windows and the set of French doors.
- Provide and install necessary framework for storm windows to rest on and within.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 12/6/20

~~Brent Dobson / Operation Manager~~

Jeff Wagner President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

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ENERGY SERVICES DESIGN AND INSTALLATION AGREEMENT

Between

AIRCON ENERGY, INC.

And

COUNTY OF COLUSA

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

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Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

ENERGY SERVICES DESIGN AND INSTALLATION AGREEMENT

This ENERGY SERVICES DESIGN AND INSTALLATION Agreement (the "Agreement") is made and entered into as of April 7, 2020, by and between Aircon Energy, Inc., a California corporation, having its principal offices at 830 West Stadium Lane, Sacramento, California, (the "Company") and COUNTY OF COLUSA, having its principal offices at 547 Market Street, Colusa, CA. (the "County") for the purpose of developing and implementing cost effective energy conservation measures (ECM's) and providing other services designed to reduce the County's energy consumption at buildings which are described in Schedule A attached hereto (the "Premises").

RECITALS:

WHEREAS, the Company provides a service for reducing energy consumption and costs through the use of engineering analyses which properly balances Energy Consumption, Personnel Comfort and Equipment Quality and, as applicable, through energy saving devices acquired, designed for installation, installed, operated, managed and maintained by the Company;

WHEREAS, the Company warrants that it has fully investigated all relevant site conditions including asbestos, lead paint and other potentially hazardous materials/substances which may be encountered in performance of the work, and that the County has provided full and complete access to all areas where work is to be performed, and that the Company knows these areas to contain significant amounts of asbestos and asbestos containing materials, and that the County accepts complete responsibility for the removal and/or remediation of asbestos, lead paint and other potentially hazardous materials as such relate to the work unless specifically addressed in Section B; and

WHEREAS, the County has retained the Company to acquire, design the installation and install the Equipment, and to provide other services, all as more fully set forth herein, subject to all the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the County and the Company agree as follows:

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

Section 1 Equipment Installation

Section 1.1 Installation. The Company shall complete the design of and install the Equipment and implement the related procedures, if any, described in Schedule B within 270 calendar days from the Notice to Proceed. The Company will be authorized to commence work on the project from the issuance of a Notice to Proceed from the County to the Company.

Section 1.2 Installation Procedures. During installation of the Equipment, the County agrees that it shall not in any manner modify, change, inhibit or otherwise tamper with the Equipment; provided, that in the case of an emergency and with telephonic or other oral or written notice to the Company, if feasible under the circumstances, the County may take such steps as it deems necessary under the circumstances and shall be entirely responsible for such steps.

Section 1.3 Risk of Loss. Until each item of Equipment has been physically installed into the proper County owned facility the County shall not be responsible for any damage, mutilation, destruction or other loss to the Equipment except for any such loss directly caused by the negligence or intentional acts of the County.

Section 1.4 Change Orders. The County and the Company agree that any material changes, modifications, supplements, or other adjustments to the Equipment, not mandated by an emergency, shall only be made pursuant to a writing executed by both parties hereto.

Section 1.5 Permits. The Company will obtain all required permits. The County will issue fee-exempt permits on County's-owned facilities.

Section 2 Ownership of Property

Section 2.1 Ownership of Equipment. Upon issuance of the Final Notice of Completion for Completion of Work by the County as provided herein, the County shall own the Equipment.

Section 3 Equipment Location and Access

The County shall provide without charge to the Company mutually satisfactory space for the installation and operation of the Equipment. The County shall provide access to the Premises for the Company and its contractors, subcontractors, agents, employees or other designees during regular business hours, or such other hours as may be requested by either the Company or the County and approved by the County, to provide the services specified herein. Such approval shall not be unreasonably withheld.

Section 4 Equipment Service and Operation

Section 4.1 Actions by the Company. The Company shall provide all routine and special services, including adjustments to the Equipment during the first year following completion of the program, as necessary to perform all work described in Schedule B.

a) The Company shall prepare Operating and Maintenance manuals for all the Equipment. These manuals shall specify parameters, within which the County personnel can operate, maintain, adjust and alter the equipment for optimum operation consistent with energy

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

conservation objectives and human comfort needs.

b) Individually bound Operating manuals shall be provided for all new equipment. The Company shall furnish to the County five (5) copies of all such manuals on or before the commencement of the training of the County's personnel which the Company will provide as described in Schedule D.

Section 4.2 Malfunctions and Emergencies. The County shall make its best efforts to notify the Company within five (5) hours if it knows of (a) any material malfunction in the operation of the Equipment or any other facility for which the Company has any responsibility under Schedule B, or (b) any interruption or alteration of existing electrical circuits. The Company will respond via computer link within two (2) hours, and if an immediate site visit is necessary, within (24) hours, following such notification. When the Company has responded to problems which are not related, directly or indirectly, to the equipment or systems installed under this Agreement for which Company continues to have ongoing responsibility, the County agrees to reimburse the Company for the cost to respond at the Company's then current published rates.

Section 4.3 Actions by the County. County's staff is expected to operate any controls or systems installed under this Agreement consistent with County needs. Any changes made to the controls or systems must be documented in a work order such that Company is aware of changes which were made. The County shall reasonably act to protect the Equipment, Premises, and Personnel from damage or injury if, due to an emergency, it is not possible to notify the Company before so acting.

Section 4.4 Hazardous Waste and Asbestos. Certain of the structures on which the work described herein will be performed contain hazardous waste and hazardous materials, including, but not limited to, asbestos, lead paint, or other materials (collectively, the "hazardous materials"). It shall be the joint responsibility of the County and Company to determine whether or not such hazardous materials need to be removed or otherwise remediated prior to or during, the implementation of any (ECM) listed in Schedule B. All costs associated with such investigation, removal and/or remediation shall be paid for by the County unless specifically mentioned in Schedule B to be the Company's responsibility. Further, the County shall be solely responsible for providing any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising out of or in connection with the removal and/or remediation of hazardous materials not covered by the Company in Schedule B.

a) The County and the Company do hereby acknowledge and agree that, in the course of installing the Equipment in accordance herewith, the Company shall remove from the ceiling of the Premises certain fluorescent lighting ballasts which may contain Polychlorinated Biphenyls (PCBs) and fluorescent lamps. The Company shall be solely responsible for undertaking any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising in connection with removal of the lighting ballasts and any PCBs and fluorescent lamps. The Company shall be solely responsible for undertaking any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising in connection with removal of the lighting ballasts and any PCBs and fluorescent lamps. The Company shall have all rights, duties, obligations and liabilities with respect to the receptacles into which such lighting ballasts and PCBs, if

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

any, and fluorescent lamps are deposited and the ultimate removal from the Premises and disposition of such lighting ballasts and any PCBs and fluorescent lamps. The County shall have no obligation, duty or responsibility in connection therewith.

b) In no event shall the Company be deemed to be a generator of hazardous materials or PCBs removed from the Premises with regard to this Agreement. The County shall provide the Company with the necessary EPA and State Generator Numbers for Manifesting purposes and the Company shall comply with County regulations pertaining to such manifesting.

Section 4.5 Rebates from Public Utilities. Any rebate for energy savings or other payment to be claimed from or paid by any public utility is to be applied for by the County. The Company shall, in a timely manner, prepare and coordinate all rebate applications with the Project Manager. An appropriately licensed California Registered Professional Engineer employed by the Company or its subcontractor shall sign such applications on behalf of the County. The Company will provide ALL necessary documentation which utility companies may require to enable the County to obtain applicable rebates.

Section 5 Responsibilities of the Company

Section 5.1 Work by Company. Without limitation the Company will design and install the Equipment in a manner that will conform to the standards described in Schedule C and perform all such other services and work as called for in this Agreement. To assure the applicability, economic viability and compliance of each ECM, the Company will perform a detailed review for each building listed in Schedule A, which will include as a minimum:

a) Interviews with the building management staff, maintenance personnel, and representative occupants in each building included in this Agreement.

b) Physical verification of existing equipment and conditions, and applicability of proposed modifications.

c) Utilizing spreadsheet energy models, an analysis of the heating and air conditioning system and its control operation, and an analysis of the energy usage considering factors such as the County load, working hours, building materials, etc.

d) A review of prior energy management efforts as discussed in information provided by the County.

e) Calculations of the estimated costs, savings, rebates and simple payback for each ECM.

For each individual ECM, the results of each of the foregoing activities with all relevant data, drawings and specifications are to be presented in written report form to the Project Manager before the specific ECM is implemented. The Company shall obtain written authorization from

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the Project Manager prior to proceeding with such ECM.

Section 5.2 Approval of Equipment. The Company shall submit to the County for approval, not less than thirty (30) days before the start of installation, all equipment to be installed under each ECM. Within fourteen (14) days after receiving the submittal, the County will inform the Company in writing whether the piece of equipment is approved or rejected. If rejected the Company shall re-submit alternate equipment until approved.

Section 5.3 Subcontractors. Company agrees that if it contracts with any other contractors or subcontractors to undertake any activities hereunder or otherwise in connection with the Equipment, it shall be solely responsible for the employment and work performed by such contractors/subcontractors and the County shall have no responsibility whatsoever therefore. In employing any such contractors/subcontractors hereunder, the Company agrees to comply with all laws, rules and regulations and other requirements concerning such employment of contractors/subcontractors and agrees that the County shall have no responsibility whatsoever therefore. Accordingly, any repairs, maintenance, damages or other acts caused by any such Contractors/subcontractor shall be the sole responsibility of the Company.

Section 6 Acceptance of Equipment

Section 6.1 Final Notice of Completion. Following the completion of each ECM as listed in Schedule B, the Company shall obtain final inspection approval by the County, as necessary. Additionally, the Company and the County contract administrator and/or project manager will conduct a walk-through to verify the completeness and acceptability of the work. Deficiencies, if any, will be noted and the Company will provide a schedule for their correction. The County will provide timely responses to the corrective actions taken. Subsequent walk-through, as necessary, will verify proper corrective action has been taken. After the Company has demonstrated that the Equipment has satisfied or can reasonably be expected to satisfy the performance standards described in Schedule C, and upon completion of the training specified in Schedule D, and after the Company has furnished all reports and other documents called for herein, the Company shall request a Notice of Completion for that ECM. The County shall execute and deliver in not more than thirty (30) days after the request, a Notice of Completion as set forth in Schedule E. Upon completion of all ECMs the Company shall request a Final Notice of Completion. The County shall verify completion and execute and deliver in not more than thirty (30) days after the request, a Final Notice of Completion when the County deems the project to be complete as set forth in Schedule E.

Section 7 Compensation

As compensation to the Company for its complete performance hereunder, including the installation of the Equipment and other described services, the County agrees to pay $2,213,959.00 (TWO MILLION, TWO HUNDRED THIRTEEN THOUSAND NINE HUNDRED AND FIFTY-NINE DOLLARS AND NO CENTS) in accordance with the billing and payment procedures set forth in Schedule F, Section 15 and Schedule G.

Section 8 Casualty or Condemnation of Premises

If any fire, flood, other casualty, or condemnation renders a substantial portion of the Premises incapable of being occupied for a significant length of time and, in the case of a casualty, the

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affected portion is not designated to be reconstructed or restored within a reasonable period of time from the date of such casualty, the Company may terminate that portion of the Agreement which relates to the affected Premises, by delivery of a written notice to the County. Upon such termination, the Company shall be paid in full all amounts then due and payable to Company in accordance with the provisions of this agreement and shall have the rights specified in Section 10.

Section 9 Events of Default

Section 9.1 Events of Default by the County. Each of the following events or conditions shall constitute an "Event of Default" by the County: Any failure by the County to perform or comply with the material terms and conditions of this Agreement, including, without limitation, breach of any covenant contained herein or failure to promptly pay the Company its compensation when due as required under paragraph 15.1 of Schedule F (General Conditions), provided that such failure continues for thirty (30) days after written notice to the County demanding that such failure to perform be cured.

Section 9.2 Events of Default by the Company. Each of the following events or conditions shall constitute an "Event of Default" by the Company:

a) Any representation or warranty furnished by the Company in this Agreement or pursuant to its performance hereunder that is or becomes false or misleading in any respect; or

b) Any failure of the Company to perform or comply with any of the material terms and conditions of this Agreement, including, without limitation, breach of any covenant contained herein, provided that such failure continues for thirty (30) days after delivery of written notice to the Company demanding that such failure to perform be cured.

Section 10 Remedies upon Default by the County

In the event any Event of Default by the County occurs, the Company may, without an election of remedies: Exercise all remedies set forth in Schedule F (General Conditions) and available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the County, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable attorney's fees).

Section 11 Remedies upon Default by the Company

In the event any Event of Default by the Company occurs, the County may, without an election of remedies: Exercise all remedies set forth in Schedule F (General Conditions) and available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the Company, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable attorney's fees). The County's right under this section shall be in addition to, and shall not affect or limit in any way, any termination rights granted to County under Schedule F.

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Section 12 Representations and Warranties

Each party warrants and represents to the other that:

a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

b) Its execution, delivery, and performance of this Agreement have been duly authorized by, and is in accordance with, its organic instruments or statutes, this Agreement has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid and binding obligation;

c) Its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

Section 13 Applicable Law

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

Section 14 Compliance with Law and Standard Practices

Section 14.1 Laws, Ordinances, Codes and Regulations. The Company shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations including reasonable rules of the County relative to the services provided under this Agreement. All services performed by the Company must be in accordance with sound engineering practices and these laws, ordinances, codes, and regulations. The Company shall indemnify and save the County harmless from any and all liability, fines, penalties, and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations as related to the services provided under this Agreement.

Section 14.2 Accidents. If a death, personal injury or property damage occurs in connection with the performance of this agreement, the Company shall immediately notify the County and the County by telephone. The Company shall promptly submit to the County a written report, in such form as may be required by the County which must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of the Company's subcontractor, if any; (3) name and address of the Company's liability insurance carrier; and (4) a detailed description of accident and whether any of County equipment, tools, material, or staff were involved.

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Section 15 Indemnity and Hold Harmless

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), the Company shall indemnify and save harmless, the County, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments and expenses of every type and description (hereafter collectively referred to as "liability"), including any liability attributable to death, personal injury or property damage, to which any or all of them may be subjected, by reason of , or resulting from, directly or indirectly, any act or omission of the Company, its officers, employees or agents in connection with the performance or nonperformance of this Agreement, excepting only such liability as may be caused solely by the active negligence or willful misconduct of a party indemnified hereunder. The foregoing shall include, but shall not be limited to, any attorney fees reasonably incurred by County. Company shall, upon request, defend at its sole cost any action, claim or suit which asserts or alleges any claim that is allegedly based, in whole or in part, directly or indirectly, upon any act or omission of Company, its officers, employees or agents in connection with performance or nonperformance of this Agreement. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable solely to the County's active negligence or willful misconduct, the County shall pay the portion of damages which is allocated to the County's active negligence or willful misconduct.

Section 16 Notices and Changes of Address

All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to the Company:
Aircon Energy, Inc.
830 West Stadium Lane
Sacramento, CA 95834
Attention: Jeff Wagner, President

If to the County:
County of Colusa
547 Market Street,
Colusa, CA 95932
Attention: Wendy Tyler

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

Section 17 No Waiver

The failure of the Company or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of the Company or the County.

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Section 18 Severability

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

Section 19 Approval of Subcontractors

In the execution of this Agreement it may be necessary for the Company to subcontract part of the work to others; however, the Company shall not award any work to any subcontractor without prior written approval of the County.

Section 20 Right-of-Way

All rights-of-way, easements, licenses for entry or other access necessary for the installation to be performed by the Company hereunder will be obtained by the Company with the County assisting on an as needed basis.

Section 21 Complete Agreement

This Agreement, when executed, together with all Schedules attached hereto, including, without limitation:

Schedule A	Description of The Premises
Schedule B	Scope of Work
Schedule C	Description of Performance Standards
Schedule D	Description of Training Program
Schedule E	Certificate of Acceptance
Schedule F	General Conditions
Schedule G	Payment Schedule

which are fully incorporated by reference herein, shall constitute the entire Agreement between the parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

Section 22 Limitation of Rights to Parties

Except as may be provided in Section 15 above, nothing herein is intended or shall be construed to give any person other than the Company and the County any legal or equitable right, remedy or claim under or in respect of this Agreement, which is solely for the benefit of the Company and the County.

Section 23

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

COUNTY OF COLUSA

Approved as to Form:

BY: _____
Marcos Kropf, County Counsel

BY: _____
Denise J. Carter, Chair
Board of Supervisors

Approved by Board action on

April 7, 2020

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

By: _____
Patricia Rodriguez, Deputy Clerk

AIRCON ENERGY, Inc.

_____
Jeff Wagner
President

CORPORATE CERTIFICATE

I, Judy Lim certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract, that Jeff Wagner who signed said Contract on behalf of the Contractor, was then President of said Corporation, that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Secretary

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SCHEDULE A Description of the Premises

INFRASTRUCTURE INCLUDED:

WILLIAMS ROAD DEPARTMENT
Williams Library
Plaza
Colusa Library/Environmental Health
Historic Courthouse/Hall of Records
Courthouse Annex
Behavioral Health
Human Health

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SCHEDULE B Scope of Work

PROJECT OVERVIEW

Aircon Energy, Inc., with the assistance of the personnel at County of Colusa, has developed twenty (20) Energy Efficiency Measures, nineteen (19) of which, are to be implemented throughout the County as a part of this project. These nineteen measures include comprehensive lighting retrofits, HVAC system replacements, and the installation of renewable energy generation systems. This contract scope represents the complete energy efficiency work of the project totaling $2,213,959. A breakdown of costs and savings associated with each measure can be found on the Energy Efficiency Measure (EEM) Table.

EEM #1: Road Department Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Road Department. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B1: Williams Road Department Comprehensive Lighting Retrofit

Existing				New	
Location	**Fixture**	**Qty**	**W**	**Retrofit Code**	**W**
Shop	High Bay MH 400	15	465	N-HB140W-LED	140
Office	1x4x2 F032T8	14	59	R-24-2T8-LED	25
Office	Keyless 60w screw-in	1	60	R-Scr LED 12W	12
Storage	Keyless 300w inc	12	300	R-Scr LED 20W	20
Shop	Exit sign	1	20	N-Exit-LEDBB	3
Office	1x4x2 F032T8 - (1) WS	3	59	R-24-2T8-LED	25
RR	Drum 60w inc	3	60	R-Scr LED 12W	12
Office	2x4x4 F032 - (1) WS	2	118	R-24-4T8-LED	50
Office	1x4x2 F32 - (1) WS	2	59	R-24-2T8-LED	25
Exterior Shop	Flood MH 400	3	465	N-FL150W-LED	150
Exterior Shop	Wallpack MH 250 w/Photo cell	4	295	N-WP70W-LED	100
Exterior Shop	Pole light 150 HPS	2	188	N-FL70W-LED	70
Exterior Storage	High Bay MH 400	4	465	N-HB140W-LED	140
Exterior	Mini wallpack 26w CFL	4	26	N-WP15W-LED	15
Exterior	1x8x2 F96T12HO	4	160	R-18-4T8-LED kit	50

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

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2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED high bay lighting fixtures shall be MaxLite or equivalent.

   D. LED exit signs shall be Hubbell or equivalent.

   E. LED flood lights shall be MaxLite or equivalent.

   F. LED wall packs shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

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8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #1: Road Department Comprehensive Lighting Retrofit.

EEM #2: Road Department Solar Project

This measure is the installation of a 30-kW (DC) renewable energy generation system at the County of Colusa Road Department facility, in Williams. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the table, or equivalent.

Table B2: Road Department Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Williams Road Department	Roof	29.62	SunPower	SPR-P19-395-COM	75
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SMA America	SB7.7-US	4	7.7	Unirac SolarMount Light Rail	SMA Sunny Portal

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Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.

2) All work shall be in accordance with all local governing codes.

3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.

4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.

   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.

5) All equipment shall be installed in accordance with manufacturer's specifications.

   A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

   B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

   C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

   D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

   E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

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F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

7) Notify the County Project Manager when this scope of work has been completed.

8) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

9) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

   A. The County and contractor shall be present during startup to witness proper startup procedure.

10) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

12) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #2: Road Department Solar Project.

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EEM #3: Williams Library Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Library, in Williams. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B3: Williams Library Comprehensive Lighting Retrofit

Existing				New	
Location	**Fixture**	**Qty**	**W**	**Retrofit Code**	**W**
Hallway	2x4x2 F32T8	2	59	R-24-2T8-LED	25
Library	1x4x2 F032	36	59	R-24-2T8-LED	25
Library	Drum 26W CFL screw in	2	52	R-Scr LED 12W	24
RR	2x4x2 F32T8	2	59	R-24-2T8-LED	25
Storage	Keyless 60w	2	60	R-Scr LED 12W	12
Storage	2x4x3 F32T8	2	89	R-24-3T8-LED	38
Storage	2x4x2 F32T8	2	59	R-24-2T8-LED	25
Breakroom	2x4x2 F32T8	6	59	R-24-2T8-LED	25
RR	1x4x2 F032	1	59	R-24-2T8-LED	25
Office	2x4x2 F32T8	2	59	R-24-2T8-LED	25
RR	Drum 2L 60w	2	120	R-2Scr LED 12W	24
Open Area	1x4x2 F032	12	59	R-24-2T8-LED	25
Exterior	Square 150 HPS	2	188	N-CP30W-LED	30
Exterior	Mini Floods 26CFL	2	26	N-FL15W-LED	15
Exterior	mini wallpack 100 HPS	2	138	N-WP30W-LED	30
Exterior	Can Light Par 20	3	75	R-CAN14W-LED	14

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED canopy lighting fixtures shall be MaxLite or equivalent.

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D. LED flood lights shall be MaxLite or equivalent.

E. LED wall packs shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

1. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors.

7) Lighting manufacturer representative shall supervise startup of their equipment.

A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

13) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #3: Williams Library Comprehensive Lighting Retrofit.

EEM #4: Plaza Comprehensive Lighting Retrofit

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This measure is the retrofit/replacement of various lighting systems at the Plaza facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B4: Plaza Comprehensive Lighting Retrofit

Existing				New	
Location	**Fixture**	**Qty**	**W**	**Retrofit Code**	**W**
Open Area	1x4x2 F032	12	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Hallway	Mini Wallpack 2pin 13w	3	30	N-WP15W-LED	15
Hallway	Mini Wallpack 2L 60w inc	1	120	N-WP15W-LED	15
County Coun.	Drum 1L 60w inc	2	60	R-Scr LED 12W	12
Office	1x4x2 F032 (1) WS	3	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	1	59	R-24-2T8-LED	25
Open Area	1x4x4 F032	4	118	R-24-4T8-LED	50
2nd Floor	1x4x2 F032	6	59	R-24-2T8-LED	25
RR	1x2x1 F017	2	32	R-12-2T8-LED	14
Hallway	Drum 1L 60w	2	60	R-Scr LED 12W	12
Copy Room	1x4x2 F032 (1) WS	3	59	R-24-2T8-LED	25
Storage	1x4x2 F032 (1) WS	1	59	R-24-2T8-LED	25
Open Area	1x4x4 F032	4	118	R-24-4T8-LED	50
Open Area	1x4x2 F032	20	59	R-24-2T8-LED	25
RR	1x2x2 F017	2	32	R-12-2T8-LED	14
Office	1x4x2 F032	2	59	R-24-2T8-LED	25
Office	1x4x2 F032	3	59	R-24-2T8-LED	25
2nd Floor	1x4x2 F032	7	59	R-24-2T8-LED	25
2nd Floor	Recess Can PAR 30	1	60	R-Scr LED 12W	12
Exterior	Mini Wallpack 26w screw in	7	26	N-WP15W-LED	15
Exterior	Mini Wallpack HPS 150	1	188	N-WP30W-LED	30
Portable	2x4x3 F032	12	89	R-24-3T8-LED	38
Flag Light	Mini Flood 250 MH	1	295	N-FL100W-LED	100

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

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II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

C. LED wall packs shall be MaxLite or equivalent.

D. LED flood lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

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10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #4: Plaza Comprehensive Lighting Retrofit.

EEM #5: Plaza HVAC Replacement

This measure is the replacement of various HVAC equipment at the Plaza facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B5: Plaza HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
American Standard	YCC030F1M0BE	3.5	75	60	20	7.88	72.0%
American Standard	YCC030F1M0BE	3.5	75	60	20	7.88	72.0%
American Standard	YCC030F1M0BE	3.5	75	60	20	7.88	72.0%
Bard	WH421-A05VP4XXX	3.5	-	-	18	8.46	-
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Trane	4YCC4030A1070A	3.5	70	58		12.0	81.0%
Trane	4YCC4030A1070A	3.5	70	58		12.0	81.0%
Trane	4YCC4030A1070A	3.5	70	58		12.0	81.0%
Eubank	AVHA42ACA050NRA5EUB	3.5	-	-		10.0	-

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #5: Plaza HVAC Replacement.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

EEM #6: Plaza R-410A Replacement

This measure is the replacement of various HVAC equipment at the Plaza facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent, that utilizes R-410A. The following table details the equipment included in this measure.

Table B6: Plaza R-410A Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Granaire	WCA3422GKR2	3.5	-	-	5	10.7	-
Goodman	CAPF3642C6DB				17		
Tempstar	NTC6100GFA1	-	100	79	21	-	71.6%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	4YCC4030A1070A	3.5	-	-		12.5	-
Carrier	4YCC4030A1070A						
Carrier	AVHA42ACA050NRA5EUB	-	100	97		-	96.1%

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.
   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.
   B. Connect new equipment to existing connections, where possible.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #6: Plaza R-410A Replacement.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

EEM #7: Library/Environmental Health Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Library & Environmental Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B7: Library/Environmental Health Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Open Area	1x4x2 F032	60	59	R-24-2T8-LED	25
Open Area	2x4x2 F032	6	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Open Area	4x4x8 F032	9	236	R-44-8T8-LED	100
Open Area	2x2x2 F017	7	32	R-12-2T8-LED	14
Open Area	1x4x2 F032	56	59	R-24-2T8-LED	25
Open Area	Can Lights PAR 38	20	60	R-Scr LED 12W	12
RR	Drum 2L 60w	2	120	R-2Scr LED 12W	24
Storage	1x4x2 F032	1	59	R-22-2T8-LED	25
Morse Rm	2x2x2 F017	6	32	R-12-2T8-LED	14
Morse Rm	Can Lights PAR 38	6	75	R-Scr LED 12W	12
Storage	Keyless 60w inc	2	60	R-Scr LED 12W	12
Hallway	2x2x2 F017	1	32	R-12-2T8-LED	14
Hallway	1x4x2 F032	1	59	R-24-2T8-LED	25
Hallway	1x4x2 F032	6	59	R-24-2T8-LED	25
Receptionist	1x4x2 F032	11	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Closet	Keyless 60w inc	2	60	R-Scr LED 12W	12
Office	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	1	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Storage	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Exterior	2x2x2 F017	2	59	R-12-2T8-LED	25
Exterior	Globe 100w inc	5	60	R-Scr LED 12W	12
Exterior	Wallpack 175 MH	1	215	N-FL70W-LED	70
Exterior	Mini Wallpack 100 MH	3	138	N-WP30W-LED	30
Exterior	Mini Flood 100MH	1	138	N-FL30W-LED	30

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED wall packs shall be MaxLite or equivalent.

   D. LED flood lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #7: Library/Environmental Health Comprehensive Lighting Retrofit.

EEM #8: Library/Environmental Health HVAC Replacement

This measure is the replacement of various HVAC equipment at the County of Colusa Library & Environmental Health facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B8: Library/Environmental Health HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
ICP	PGD090H200A	7.5	200	160	21	8.06	71.6%
Lennox	GCS24-953-200-1Y	7.5	200	160	24	8.80	70.4%
Amana	SPCG601153A	5	115	92	29	8.81	68.4%
Lennox	GCS24-1353-270-1Y	10	270	216	24	8.89	70.4%
ICP	PGD090H200A	7.5	200	160	20	8.10	72.0%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	48HCED08A2A5-0A0A0	7.5	180	148		12.0	82.0%
Carrier	48HCED08A2A5-0A0A0	7.5	180	148		12.0	82.0%
Carrier	48HCED06A2A5-0A0A0	5	115	90		12.5	81.0%
Carrier	48HCED12A2A5-0A0A0	10	224	184		12.0	82.0%
Carrier	48HCED08A2A5-0A0A0	7.5	180	148		12.0	82.0%

Scope of Work:

1) Turn off power to existing equipment.

2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

A. All existing connections to be reused where possible.

B. Valve & cap or properly terminate all abandoned utilities and connections.

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

7) New thermostat to be installed in place of existing thermostat.

    A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

            a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

    A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #8: Library/Environmental Health HVAC Replacement.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

EEM #9: Historic Courthouse/Hall of Records Comprehensive Lighting Retrofit

This measure is the retrofit of various lighting systems at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B9: Courthouse/Records Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Hallway	Pendent	5	138	R-Scr LED 20W	20
Court Rm	Pendent	10	138	R-Scr LED 20W	20
Hallway	Pendent	3	138	R-Scr LED 20W	20
Atorney Office	Drum 200w inc	1	200	R-Scr LED 20W	20
Chamber	1x4x2 F032	12	59	R-24-2T8-LED	25
Chamber	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Assesor Office	2x4x2 F032	10	59	R-24-2T8-LED	25
Assesor Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032	10	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Copy Room	2x4x2 F032	1	59	R-24-2T8-LED	25
Copy Room	2x4x2 F032	10	59	R-24-2T8-LED	25
RR	1x4x2 F032	6	59	R-24-2T8-LED	25
Electrical RM	1x4x2 F032	1	59	R-24-2T8-LED	25
Rm 111	1x4x2 F032	20	59	R-24-2T8-LED	25
Rm 111	1x8x2 F96T12	6	128	R-18-4T8-LED kit	50
Rm 111	1x8x1 F96T12	2	68	R-18-2T8-LED kit	25
Rm 111	1x7x1 F72T12	2	128	R-18-4T8-LED kit	50
Rm 111	1x4x1 F48T12	1	59	R-24-2T8-LED	25
Mail Room	2x4x2 F032	10	59	R-24-2T8-LED	25
Storage	Keyless 60w inc	1	60	R-Scr LED 12W	12
Storage	1x4x2 F032	5	59	R-24-2T8-LED	25
Storage	1x8x2 F96T12	2	128	R-18-4T8-LED kit	50
Storage	1x8x1 F96T12	2	68	R-18-2T8-LED kit	25
Storage	1x4x2 F032	1	59	R-24-2T8-LED	25
Storage	Keyless 60w inc	1	60	R-Scr LED 12W	12
Storage	1x8x2 F96T12	2	128	R-18-4T8-LED kit	50
Storage	1x3x1 F025	1	28	R-13-1T8-LED	12
Storage	1x2x2 F017	1	32	R-12-2T8-LED	14
Storage	1x7x1 F72T12	2	128	R-18-4T8-LED kit	50
Storage	1x4x1 F032	1	59	R-24-2T8-LED	25
Break Rm	1x2x2 F017	1	32	R-12-2T8-LED	14
Hallway	1x4x2 F032	2	59	R-24-2T8-LED	25
Boiler	Keyless 60w inc	6	60	R-Scr LED 12W	12
Janitor	Keyless 60w inc	1	60	R-Scr LED 12W	12
Room 104	1x4x2 F032	4	59	R-24-2T8-LED	25
Room 102	2x4x2 F032 (1) WS	9	59	R-24-2T8-LED	25
Room 102	2x4x2 F032 (1) WS	6	59	R-24-2T8-LED	25
Room 102	2x4x3 F032	12	89	R-24-3T8-LED	38
Room 102	2x4x2 F032 (1) WS	5	59	R-24-2T8-LED	25
Room 108	1x4x2 F032	22	59	R-24-2T8-LED	25
RR	Keyless 60w	1	60	R-Scr LED 12W	12
Records	1x4x2 F032 (25' high)	144	59	R-24-2T8-LED	25
Records	1x4x2 F032	14	59	R-24-2T8-LED	25
Office	1x4x2 F032	2	59	R-24-2T8-LED	25
Storage	Keyless 26w.	3	60	R-Scr LED 12W	12
Hallway	2x4x2 F032	6	59	R-24-2T8-LED	25
Jurry	2x4x2 F032	8	59	R-24-2T8-LED	25
RR	Keyless 60 inc	4	60	R-Scr LED 12W	12
Janitor	Keyless 60 inc	1	60	R-Scr LED 12W	12
PayRuzz	1x4x2 F032	11	59	R-24-2T8-LED	25
Room 202	1x4x4 F032	26	59	R-24-4T8-LED	25
Room 202	1x2x2 F017	2	32	R-12-2T8-LED	14
Room 202	1x3x1 F025	2	32	R-12-2T8-LED	14

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

Scope of Work:

1) Wipe clean fixtures to be retrofitted.
2) Install new equipment according to manufacturer recommendations.
    A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.
        I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.
        II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.
    B. A-19 screw-in LED lamps shall be MaxLite or equivalent.
3) Dispose of existing lamps/fixtures per code and or EPA requirements.
4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.
5) Notify the County Project Manager when this scope of work has been completed.
6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.
    A. All items on the punch list shall be completed.
        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.
        II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.
7) Lighting manufacturer representative shall supervise startup of their equipment.
    A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.
8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #9: Historic Courthouse/Hall of Records Comprehensive Lighting Retrofit.

EEM #10: Historic Courthouse/Hall of Records HVAC Replacement

This measure is the replacement of various HVAC equipment at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B10: Courthouse/Records HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Trane	YCD049C3L0BE	4	90	73	22	9.61	72.1%
Trane	YCD037C3L0BE	3	80	65	22	9.61	72.1%
Trane	YCD037C3L0BE	3	80	65	22	9.61	72.1%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Trane	YHC048E3E0H	4	120	96		14.2	81.0%
Trane	YHC036E3E0M	3	80	64		12.4	80.0%
Trane	YCH036E3E0M	3	80	64		12.4	80.0%

Scope of Work:

1) Turn off power to existing equipment.

2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

   A. All existing connections to be reused where possible.

   B. Valve & cap or properly terminate all abandoned utilities and connections.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

   B. Connect new equipment to existing connections, where possible.

      I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

         a. Condensate to drain to acceptable location per code requirements.

      II. Connect new unit to existing ductwork.

      III. Connect electrical wiring to new unit.

         a. Extend or shorten conductors and conduit as required to connect to new unit.

         b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

            i. All outdoor conduits shall be provided with liquid tight fittings.

            ii. Maximum whip length is 6'-0".

      IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

      V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

   A. Thermostat to meet 2016 Title 24 guidelines.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

            a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

    A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #10: Historic Courthouse/Hall of Records HVAC Replacement.

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EEM #11: Historic Courthouse/Hall of Records R-410A Replacement

This measure is the replacement of various HVAC equipment at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent, that utilizes R-410A. The following table details the equipment included in this measure.

Table B11: Courthouse/Records R-410A Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Tempstar	T2AS360GKBA100	5	-	-	12	11.00	-
Tempstar	NTC6100KJ	-	100	79	12	-	75.2%
ICP	PGE120H250AA--	10	250	200	12	9.49	75.2%
ICP	PGF330060K01A1	2.5	60	48	13	8.37	74.8%
ICP	PGF42080K01A1	3.5	80	64	13	8.37	74.8%
ICP	PGF330060K01A1	2.5	60	48	13	8.37	74.8%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	24APB/CNPV	5	-	-		12.5	-
Carrier	59TP6A080E211120	-	80	78		-	96.5%
Carrier	48HCFD12	10	250	205		11.5	80.0%
Carrier	48VLNC3006030	2.5	60	49		11.5	81.0%
Carrier	48VLNC4209030	3.5	90	74		11.5	81.0%
Carrier	48VLNC3006030	2.5	60	49		11.5	81.0%

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.

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A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

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A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #11: Historic Courthouse/Hall of Records R-410A Replacement.

EEM #12: Courthouse Annex Comprehensive Lighting Retrofit

This measure is the retrofit of various lighting systems at the Courthouse Annex facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure. (Due to the length of the table it has been included as the following page.)

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Table B12: Courthouse Annex Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Entrance	2x4x2	6	59	R-24-2T8-LED	25
Entrance	2x2x2 F017	3	32	R-22-2T8-LED	14
RR	1x4x2	10	59	R-24-2T8-LED	25
Elevator	1x4x2	1	59	R-24-2T8-LED	25
Court Rm	2x4x3	14	89	R-24-3T8-LED	38
Court Rm	Recess Can	7	60	R-Scr LED 12W	12
Probation Officer	2x4x3	12	89	R-24-3T8-LED	38
Copy Room	1x4x2	4	59	R-24-2T8-LED	25
Office A	2x4x4	2	118	R-24-4T8-LED	50
Hallway	2x4x2	1	59	R-24-2T8-LED	25
Hallway	2x2x2	8	32	R-22-2T8-LED	14
Clerck Office	2x4x3 (3) WS	18	89	R-24-3T8-LED	38
Clerck Office	PAR 30	3	60	R-Scr LED 12W	12
Clerck Office	2x2x2 F017	2	32	R-22-2T8-LED	14
Office	2x4x4	4	118	R-24-4T8-LED	50
Records	2x4x3	4	89	R-24-3T8-LED	38
Judge	2x4x3	8	89	R-24-3T8-LED	38
Break room	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Hallway	2x2x2 F017	3	32	R-22-2T8-LED	14
Janitor	1x4x2	1	59	R-24-2T8-LED	25
Office	1x4x2	3	59	R-24-2T8-LED	25
RR	1x4x2	4	59	R-24-2T8-LED	25
Hallway	2x2x2 F017	1	32	R-22-2T8-LED	14
Hallway	1x2x2	1	32	R-12-2T8-LED	14
Electrical RM	1x4x2	2	59	R-24-2T8-LED	25
Open Area	1x4x2	8	59	R-24-2T8-LED	25
Exterior	Pole 12' 175 MH	2	215	N-SB70W-LED	70
Exterior	Recess Can 8" 100w	8	100	R-Scr LED 12W	12
Exterior	100w wallpack	1	138	N-WP30W-LED	30
Phone Rm	1x4x2	6	59	R-24-2T8-LED	25
Court RM	2x4x3	3	89	R-24-3T8-LED	38
Civil Unit	1x4x2	1	59	R-24-2T8-LED	25
Civil Unit	2x4x3	5	89	R-24-3T8-LED	38
Civil Unit	1x4x2	1	59	R-24-2T8-LED	25
Civil Unit	1x4x2	6	59	R-24-2T8-LED	25
Civil Unit	1x4x2	3	59	R-24-2T8-LED	25
Civil Unit	1x4x2	3	59	R-24-2T8-LED	25
Pole Light	Shoe Box Brown LU250	5	295	N-SB100W-LED	100
Office	2x4x3 (3) WS	6	89	R-24-3T8-LED	38
Hallway	2x2x3 F017	2	48	R-24-3T8-LED	21
Copy Room	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	5	89	R-24-3T8-LED	38
Room 202	2x4x3	6	89	R-24-3T8-LED	38
Room 102	2x4x3	6	89	R-24-3T8-LED	38
Exterior Wall	MH250	4	295	N-WP90W-LED	90
Pole Light	Shoe Box 250 square	16	295	N-SB100W-LED	100

Scope of Work

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1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #12: Courthouse Annex Comprehensive Lighting Retrofit.

EEM #13: Courthouse Annex Boiler System Replacement

This measure is the replacement of a boiler system on the roof of the County of Colusa Courthouse Annex facility, in Colusa. This measure replaces the existing boiler system, sized to supply heating hot water (HHW) to both floors of the building, with a system that has been sized to supply HHW to only the first floor. The following table details the equipment involved in this measure.

Table B13: Courthouse Annex Boiler System Replacement

Existing					
Make	Model	Capacity		Age	Thermal Efficiency
		In [kbtuh]	Out [kbtuh]		
Raypak	H1-926C-BCAHCAA	926	759.32	26	62.8%
New					
Make	Model	Capacity			Thermal Efficiency
		In [kbtuh]	Out [kbtuh]		
Laars	MT2H 500	500	425		85.0%

Scope of Work:

1) Demolition work shall include removal of one (1) existing boiler on the roof of the Courthouse Annex.

   A. Disconnect the electrical connection and terminate in a safe manner for use by the new equipment.

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B. Disconnect the gas connection and cap and terminate in a safe manner for use by the new equipment.

C. Isolate the heating water piping to the boiler from the main system.

D. Disconnect or isolate domestic cold-water make-up when piping requires.

E. Remove anchor bolts in the base to the support frame.

F. Remove the boiler from the roof.

2) Install non-condensing boiler in the location of the first boiler removed.

A. No disruption to the building occupants is permitted without prior written approval of the County Project Manager.

3) Provide the following item in the cold-water make-up to the system:

A. Install Watts Regulator ½" reduced pressure backflow preventer Series 009 with quarter turn ball valves model 009QT-½ (or equivalent) in the cold-water makeup, if there is not one already installed. Verify existing conditions.

I. Provide air gap fitting at back flow preventer as required by field conditions. Watts Regulator Model No. 909AGA (or equivalent).

B. Include new bronze pressure reducing valve Watts Regulator adjustable from 25 to 75 PSI (or equivalent)

I. Do not reuse the existing pressure reducing valve.

II. Set to 28 PSI.

III. Similar to model number N55BUM1.

IV. Provide 3½" pressure gauge similar to Ashcroft 1005PH with range of 0 to 60 PSI (or equivalent)

a. Install isolation valve at base of gauge for ease of replacement.

b. Valve shall be quarter turn stainless steel ball type with bronze or brass body similar to Milwaukee Valve Model No. BA-475B-¼ threaded body. (or equivalent)

4) Connect the heating water supply line from the existing piping to the new modulating style boiler.

A. New piping shall be schedule 40 black steel pipe with cast iron fittings or,

B. Copper type 'L' with wrought copper fittings and silver solder.

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C. No dissimilar metals permitted. If the existing piping is copper, the use of steel piping is unacceptable, and the installation shall be changed at no additional cost to the County.

5) The boiler shall be a Laars Mighty Therm 2 MT2H 500 or equal rated at 500,000 BTU/Hr, input.

A. Connect the heating water return line from the existing piping to the new boiler.

B. Install tangential air separator, 2 1/2" inch on the return line near the cold-water make-up connection to the system.

C. Install line size isolation valves at each boiler for future service and repair without isolating both boilers.

I. Valve shall be quarter turn stainless steel ball type with bronze or brass body similar to Milwaukee Valve Model No. BA-475B threaded body for lines 2" and smaller (or equivalent).

II. Over 2" isolation valves shall be Milwaukee Valve quarter turn butterfly wafer style valves placed between two flanges (or equivalent) or equal. Verify size for actual valve selection.

6) Reconnect the existing electrical service to the new boiler.

A. Include J-box as required for a clean installation.

B. Whip shall not exceed 6'-0".

7) Reconnect the existing gas piping to the new boiler connection.

8) Install the load circulating pump to operate the building heating coils.

A. One Grundfos MAGNA 3 Centrifugal Smart Circulator, 115V, 1 ph, 60Hz w/VFD or equal.

I. Pump is suitable for use with 30% propylene.

9) Remove existing expansion tank and install new bladder type ASME expansion tank. Connect to the existing piping – no isolation valve is permitted between the water service to the boiler and the expansion tank. Should one be included for future maintenance purposes, the handle must be removed to avoid unintentional isolation during regular operation.

A. Extrol 10.9 gal (ASME) Vertical 125# or equal.

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10) Install thermometer wells and isolation valves at the branch (primary) service to the new boiler piping connections to the load loop.

A. Wells and sensors provided and installed by mechanical contractor.

B. Thermometers provided by mechanical contractor.

I. Install minimum of two Weiss Industrial Glass type Thermometers Model No. A9VU35-240 with a range of 30 to 240°F in 2° increments. (or equivalent)

a. Locate one in the heating return water line and one in the heating supply water line.

11) The boiler venting will be supplied by the boiler manufacturer as an outdoor venting kit and installed as required by manufacturer's recommendations.

12) Electrically connect new boiler when they are installed by contractor.

13) Electrically connect new building load pump as required by the mechanical scope of work.

A. Install additional line voltage wiring as required for controls – time clock and relays. Coordinate with mechanical contractor.

14) Controls wiring and conduit by controls contractor. Control of the new boiler shall be electrical controls only. No direct digital controls system is included within this scope of work.

A. Controls contractor shall mount and install the digital time clock similar to the Intermatic 7-day programmable model number 1NA92 or equal.

I. Provide additional contacts as required to control pump motors, boiler start and stop, etc.

15) The system shall be started up utilizing the manufacturers recommended procedures.

16) After the boiler has the startup documentation completed:

A. Report completion of the project measure so a review by the County and by Aircon Energy Inc. can be completed and a punch list can be generated.

B. Upon completion of the punch list item(s), submit a notice of completion to Aircon Energy Inc.

C. Aircon Energy Inc. shall submit a notice of completion to the County.

I. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

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17) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #13: Courthouse Annex Boiler System Replacement.

EEM #14: Courthouse Annex Solar Project

This measure is the installation of a 94-kW (DC) renewable energy generation system at the County of Colusa Courthouse Annex facility, in Colusa. The proposed solar array shall be a carport mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

Table B14: Courthouse Annex Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Courthouse Annex	Carport	93.96	SunPower	SPR-E20-435-COM	216
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SunPower (Delta Electronics)	M80U-121	1	83	Baja Construction SSS-BSP	Deck/Also Energy

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.
2) All work shall be in accordance with all local governing codes.
3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.
4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.
   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.
5) All equipment shall be installed in accordance with manufacturer's specifications.

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A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

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8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

   A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #14: Courthouse Annex Solar Project.

EEM #15: Behavioral Health Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the Behavioral Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

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Table B15: Behavioral Health Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Exterior	Mini WP 100 MH	2	138	N-WP30W-LED	30
Exterior	Wall Pack MH250	7	295	N-WP90W-LED	90
Exterior	Shoe Box 250W	16	295	N-SB100W-LED	100
Waiting Room	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Hallway	2x2x3	20	89	R-22-3T8-LED	38
Office	2x2x3	3	89	R-22-3T8-LED	38
Office	2x2x3 (1) WS	2	89	R-22-3T8-LED	38
Computer Rm	2x2x3 (1) WS	3	89	R-22-3T8-LED	38
Room 304	2x2x3	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Ocffice	2x4x3	3	89	R-24-3T8-LED	38
Confrence Rm	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	12	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Janitor	1x4x2 (1) WS	1	59	R-24-2T8-LED	25
RR	1x4x2	2	59	R-24-2T8-LED	25
Back Office	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Ofice	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Room 319	1x4x2	1	59	R-24-2T8-LED	25
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Breakroom	2x4x3	4	89	R-24-3T8-LED	38
Open Area	2x4x3	6	89	R-24-3T8-LED	38
office	2x4x3	3	89	R-24-3T8-LED	38
Room 103	2x4x3	12	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
AOD	2x4x3	6	89	R-24-3T8-LED	38
Main Hallway	2x2x3 F017	2	89	R-22-3T8-LED	38
Main Hallway	2x4x3	14	89	R-24-3T8-LED	38
Hallway	2x4x3	6	89	R-24-3T8-LED	38
Office	2x4x3 (1)WS	2	89	R-24-3T8-LED	38
RR	1x4x2	2	59	R-24-2T8-LED	25
Breakroom	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Janitor	1x4x2	1	59	R-24-2T8-LED	25
Room 334	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (3) WS	9	89	R-24-3T8-LED	38
Hallway	2x4x3	10	89	R-24-3T8-LED	38
Offices	2x4x3 (9) WS	30	89	R-24-3T8-LED	38
Office	1x4x2	3	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25

Scope of Work

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1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. LED wall packs shall be MaxLite or equivalent.

   C. LED cobra heads shall be NLS Lighting or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #15: Behavioral Health Comprehensive Lighting Retrofit.

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EEM #16: Behavioral Health HVAC Replacement

This measure is the replacement of various HVAC equipment at the Behavioral Health facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B16: Behavioral Health HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	48HJD007G--541--	6	72	59.04	17	10.07	75.0%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48GX-036060501AD	3	60	47.20	17	9.88	72.0%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48GX-024040301AD	2	40	32.00	17	9.88	73.3%
Carrier	48GX-042060501AD	3.5	60	47.20	18	9.83	71.6%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48GX-024040301AD	2	40	32.00	17	9.88	73.3%
Carrier	48HJD005G--551--	4	72	59.04	17	10.11	75.0%
Carrier	48GX-042060501AD	3.5	60	47.20	18	9.83	71.6%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48HJD007G--551--	6	72	59.04	17	10.07	75.0%
Carrier	48HJD007G--541--	6	72	59.04	17	10.07	75.0%
Carrier	48GX-024040301AD	2	40	32.00	17	9.88	73.3%
Carrier	48GX-036060501AD	3	60	47.20	17	9.88	72.0%
New							
Make	Model	Capacity			Efficiency		
		Tons	In [kbtuh]	Out [kbtuh]	EER	Thermal	
Carrier	48HCDA07_5_	6	72	59.04	12.0	82.0%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48VL360605_	3	60	48.00	12.0	80.0%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48VL24040_3_	2	40	32.40	12.0	81.0%	
Carrier	48VL42060_5_	3.5	60	47.10	12.0	78.5%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48VL24040_3_	2	40	32.40	12.0	81.0%	
Carrier	48HCDA05_5_	4	72	59.04	13.0	82.0%	
Carrier	48VL42060_5_	3.5	60	47.10	12.0	78.5%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48HCDA07_5_	6	72	59.04	12.0	82.0%	
Carrier	48HCDA07_5_	6	72	59.04	12.0	82.0%	
Carrier	48VL24040_3_	2	40	32.40	12.0	81.0%	
Carrier	48VL360605_	3	60	48.00	12.0	80.0%	

Scope of Work:

1) Turn off power to existing equipment.

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2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

   A. All existing connections to be reused where possible.

   B. Valve & cap or properly terminate all abandoned utilities and connections.

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

   B. Connect new equipment to existing connections, where possible.

      I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

         a. Condensate to drain to acceptable location per code requirements.

      II. Connect new unit to existing ductwork.

      III. Connect electrical wiring to new unit.

         a. Extend or shorten conductors and conduit as required to connect to new unit.

         b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

            i. All outdoor conduits shall be provided with liquid tight fittings.

            ii. Maximum whip length is 6'-0".

      IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

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V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #16: Behavioral Health HVAC Replacement.

EEM #17: Behavioral Health Carport Solar Project

This measure was not selected for inclusion in the scope of this final project. Instead the following measure, EEM #18, was selected for inclusion in this project.

EEM #18: Behavioral Health Solar Project

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This measure is the installation of an 81-kW (DC) renewable energy generation system at the County of Colusa Behavioral Health facility, in Colusa. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

Table B18: Behavioral Health Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Behavioral Health	Roof	81.4	SunPower	SPR-P19-395-COM	206
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SunPower (Delta Electronics)	M60U-121	1	66	SunPower Helix ST	Deck/Also Energy

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.
2) All work shall be in accordance with all local governing codes.
3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.
4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.
    A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.
5) All equipment shall be installed in accordance with manufacturer's specifications.
    A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

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B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

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10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #18: Behavioral Health Solar Project.

Optional Measure: Behavioral Health Roof Restoration

This measure is a multi-process restoration of the roof at the County of Colusa Behavioral Health facility, Colusa. The existing roof is a typical speculative grade built-up roof (BUR) with a mineral surfaced modified cap sheet. The roof is suffering from the effects of exposure to environmental conditions over the course of the past 20 years. This measure proposes to rectify various existing issues and reseal the roof such that roof life may be extended for an additional 15+ years.

Scope of Work:

1) The roof is to be examined to locate any areas of concern, in addition to those identified during the IGA, and assess the level of severity.

   A. The main BUR surface shall be inspected to identify areas of granule deterioration, alligatoring, blistering, and splits.

   B. Any additional preexisting conditions determined to be outside of the scope of this measure shall be brought to the attention of the County Project Manager, to determine further course of action.

   C. All roof penetrations and jack flashings shall be inspected to identify areas that pose the potential for leaks.

   D. All base and wall flashings shall be inspected to identify areas of granule deterioration and slippage.

   E. Parapet walls shall be inspected to locate any hairline cracks in the stucco.

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F. The coping atop the parapet walls shall be inspected to identify areas of overlap seal deterioration.

2) All areas of concern in the BUR surface and penetration, base, and wall flashings are to be resealed using the three-course method.

A. Locations that require spudding will have gravel removed no less than 4" around the area to be resealed.

I. Prevent further propagation of splits and cracks by perpendicular termination and secure termination on both sides, where possible.

B. Clean repair side surface in preparation of mending.

C. Measure and cut strips of reinforcement fabric that are to be used to strengthen the seal.

D. A base layer of plastic cement is to be laid down over the repair site, no less than 4" around.

E. Embed reinforcement fabric in base layer of plastic cement.

F. A top layer of plastic cement shall be laid to completely seal the repair site.

G. Gravel (if spud) or granules shall be generously spread over the repair site to prevent exposure of repair site to UV rays.

3) All hairline cracks in parapet wall are to be seal with Garland Tuff Coat, or equivalent.

4) Coping to be resealed with industry approved sealant in any area where the overlap seal is deteriorating.

5) The Aircon Energy, Garland Roofing Products Representative and County project managers shall perform a walkthrough, with the building inspector, and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer, inspector, or product representative directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with

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applicable governing codes; or in this case, Garland Roofing to insure the new warranty is upheld.

6) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

6) All items NOT included are specifically excluded.

This concludes the Scope of Work for Optional Measure: Behavioral Health Roof Restoration.

EEM #19: Human Health Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the Human Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

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Table B19: Human Health Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Exterior	Flood 250W	1	295	N-SB100W-LED	100
Exterior	Barn Light 175 MH	4	215	N-BL45W-LED	45
Exterior	PT Globe	4	138	R-Kit30W-LED	38
Entrance	2x4x3	1	89	R-24-3T8-LED	38
Office	2x4x2	1	59	R-24-2T8-LED	25
Open Area	2x4x3	20	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	1	89	R-24-3T8-LED	38
Breakroom	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
RR	2x4x3	2	89	R-24-3T8-LED	38
Office	2x4x3	2	89	R-24-3T8-LED	38
Office	2x4x3	5	89	R-24-3T8-LED	38
Storage	1x4x2	2	59	R-24-2T8-LED	25
Main Hallway	1x4x2	5	59	R-24-2T8-LED	25
Office	1x4x2 (1) WS	4	59	R-24-2T8-LED	25
Breakroom	1x4x2 (1) WS	2	59	R-24-2T8-LED	25
RR	A19	3	60	R-Scr LED 12W	12
RR	1x1x2 F017	2	32	R-12-2T8-LED	14
Office	1x4x2	2	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25
Open Area	1x4x2	27	59	R-24-2T8-LED	25
Office	1x4x2	4	59	R-24-2T8-LED	25
Open Area	1x4x2 (1) WS	18	59	R-24-2T8-LED	25
Office	2x4x2 (1) WS	2	59	R-24-2T8-LED	25
IT Room	2x4x2	2	59	R-24-2T8-LED	25
Electrical RM	1x4x2	1	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25
Office	2x4x2	2	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25
Lobby	2x2x2 F017	6	32	R-22-2T8-LED	14
Hallway	1x4x2	3	59	R-24-2T8-LED	25
RR	1x1x1 F017	2	32	R-12-2T8-LED	14
RR	Recess can PAR 30	2	60	R-Scr LED 12W	12
Public Health	1x4x2	3	59	R-24-2T8-LED	25
Hallway	1x4x2	6	59	R-24-2T8-LED	25
Breakroom	1x4x2 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2	3	59	R-24-2T8-LED	25
Office	1x4x2	2	59	R-24-2T8-LED	25
Office	1x4x2	6	59	R-24-2T8-LED	25
Office	1x4x2 (1) WS	4	59	R-24-2T8-LED	25
Storage	Keyless 60w	1	60	R-Scr LED 12W	12
Janitor	Keyless 60w	1	60	R-Scr LED 12W	12
Office	2x4x2 (1) WS	2	59	R-24-2T8-LED	25
Office	2x4x2 (1) WS	2	59	R-24-2T8-LED	25
RR	1x1x2 F017	2	32	R-12-2T8-LED	14
Open	1x4x2 (1) WS	17	59	R-24-2T8-LED	25

Scope of Work:

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1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED flood lights shall be MaxLite or equivalent.

   D. LED barn lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

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8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

1) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #19: Human Health Comprehensive Lighting Retrofit.

EEM #20: Human Health Solar Project

This measure is the installation of a 71-kW (DC) renewable energy generation system at the County of Colusa Human Health facility, in Colusa. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

Table B20: Human Health Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Human Health	Roof	71.1	SunPower	SPR-P19-395-COM	180
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SunPower (Delta Electronics)	M60U-121	1	66	Unirac SolarMount Light Rail	Deck/Also Energy

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.

2) All work shall be in accordance with all local governing codes.

3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.

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4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.

   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.

5) All equipment shall be installed in accordance with manufacturer's specifications.

   A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

   B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

   C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

   D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

   E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

   F. Only high-quality fasteners shall be used (stainless steel is preferred).

   G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

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A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

6) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #20: Human Health Solar Project.

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Supplemental General Conditions to the Scopes of Work

This project shall be conducted under the direction of Aircon Energy Inc. and reviewed by the County of Colusa. All work shall satisfy the requirements of the 2016 California Mechanical Code, 2016 California Electrical Code, 2016 California Building Code and NFPA requirements. No building permits shall be obtained, and no fees related to building permits shall be assessed. However, this does not allow the installing contractor to take shortcuts that are not common practice or are in violation of the building codes. Additional standards of excellence include SMACNA Sheet Metal Installation Manual, ASHRAE Standards, and rules and regulations adopted by the County at the time this project contract is issued. In all cases, the manufacturer's installation standards shall be followed and submitted to the County at the time of submittal review.

If there are any existing conditions that are in violation of the standards mentioned above, it is the contractor's responsibility to bring it to the attention of the County's Project Manager's attention. If these scopes call for work in excess of the code standards, the scopes shall prevail since the Codes represent "minimum" standards of excellence.

Startup & Training:

Each piece of equipment installed will include measure specific training, up to a full-day training course (for large mechanical equipment), for up to six attendees, which will cover all one needs to know in order to properly use and maintain all of the installed equipment. Staff will be trained on the architecture of the new equipment and shown how to properly service each item, when necessary. Proper start and stop procedures will be covered, as improper use could potentially shorten a piece of equipment's lifespan. Factory representative startup is included for all lighting measures. On top of the training course, equipment product data, Owner/User's Manual, warranty contact information, warranty log sheets, and maintenance log sheet will be provided in a binder for the successful utilization and maintenance of the installed equipment.

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Warranty:

Aircon Energy shall provide a limited "parts and labor" warranty for a minimum of 12 months from the date of equipment startup or 18 months from the date of original equipment shipment from the factory, whichever is less. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided manufacturer's written instructions for installation, operation and maintenance have been followed.

Warranty excludes parts associated with routine maintenance. Where manufacturer's warranty periods are greater than 12 months an extended "parts only" warranty will be provided.

Safety Concerns:

Safety at the project sites is first and foremost important to the County, Aircon Energy Inc., and to the installing subcontractors. There shall be a mandatory safety meeting conducted under the direction of the Aircon Energy Project Manager and/or Safety Officer. Safety is the responsibility of all workers during the course of the project.

1) All injuries, regardless how small, shall be reported to the project manager and shall be attended to immediately.
2) If any employee observes violation of any known safety guidelines, they are to report infractions to the project manager immediately.
3) Work space cleanup is required at the end of each workday.
    A. Failure by any subcontractor to keep the work area clean will result in the space being cleaned by someone else and the contractor will be charged for the services provided.
    B. Weekly safety meetings to be conducted.

Exclusions:

1) ASBUILTS.
2) Structural modifications, supports or structural engineering are not included unless new equipment weight exceeds existing equipment per limits as defined in Title 24 CBC.
3) Pre-existing conditions of any kind.
4) No provision is included in this scope for asbestos or lead testing and/or removal or delays associated with the remediation process.

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5) There will be no building permit fees regarding this project as there are no charges by the County for work related to County projects.
6) Title 24 and Energy Star Related Documentation
    A. The work related to this project is an energy project. No Title 24 energy documentation shall be included as part of this work.
    B. No equipment compliance documentation shall be included since the equipment provided under this scope of work is of the highest efficiency available.
    C. No Energy Star documentation shall be included within this scope of work.
7) Overtime. Any and all work that is specified by building owner or tenant, to be performed after regular business hours shall be charged the overtime rates that apply, which range from time-and-a-half to double time.
8) Any additional work that may be necessary, either by request of owner/tenant, or upon discovery while on the job, or as a result of additional requirements by the inspector, may be subject to additional cost beyond the above quoted measure/project cost. The additional work, if any, will be addressed with a "change order." No additional work shall be performed without agreement and signature of the change order by both parties.

Engineering:

1) Aircon Energy shall provide engineering services for the development of plans.
    A. The equipment and materials specified in the scope of work are recommended by the Company and the County has agreed upon to implement as part of this Project with the intention of providing:
        I. Improved technologies
        II. Reduced operating costs to the customer
        III. Reduced first cost to the contractor
        IV. Quieter operation
        V. Simplify installation
        VI. Reduce maintenance requirements
        VII. Reduced greenhouse gas emissions

Greenhouse Gas Emission Considerations:

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1) This project is being undertaken and funded due, in part, to consideration to greenhouse gas emissions.
    A. The contractor shall consider the effect of disposal of old equipment, evacuation of the refrigerant and oil, reuse of old piping and materials, in-as-much as it keeps these items out of the landfills and disposal sites.
2) If materials can be recycled, obtain weight of products that can be recycled.

County Responsibility:

1) The County shall provide the following at no additional cost to the company:
    A. Use of electrical power
    B. Access to the building during after-hours for the construction crews where installation of the new work is required. This shall include County personnel as required to satisfy the requirements of the County.

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SCHEDULE C Description of Performance Standards

1. All installation engineering designs are to be documented as being in compliance with all applicable codes, laws, rules and regulations.

2. All Equipment is to be installed in a workmanlike manner and in compliance with all applicable codes, laws, rules, and regulations. All Equipment shall be fully warranted against defects, including malfunction, for a minimum one (1) year period from the date of the Notice of Completion for each ECM. Extended manufacturers' warranties (e.g., electronic ballasts) shall be passed through to County for the County's benefit.

3. The Equipment shall be demonstrated to be performing in a manner that satisfies manufacturer's specifications and the application requirements. Satisfactory operation of both the new and modified equipment must be demonstrated before the Final Notice of Completion.

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SCHEDULE D *Description of Training Program*

Energy Services Project Training

Aircon Energy will work closely with the County's building maintenance staff to provide initial training to all operation and maintenance personnel.

The initial training, which will occur during the implementation of the project, will consist of an overview of the project. The intent of the project and how the operations of the buildings will change will be explained. The emphasis will be on achieving the energy savings of the project while maintaining or improving the comfort of the occupants. Two (8) hour training sessions will be provided by Company for County staff.

SCHEDULE E *Certificate of Acceptance*

Certificate of Acceptance

COMPLETION OF WORK

The undersigned, a duly authorized officer of County of Colusa, does hereby execute and deliver this Certificate of Acceptance for completion of all work associated with the _____ phase of the _____ building to Aircon Energy, Inc. under and pursuant to Section 6 of the Energy Services and Design Installation Agreement between Aircon Energy, Inc. and County of Colusa.

The County does hereby agree to pay in full, for the above described work all amounts due and owing to the Company in accordance with the agreement.

By: _____
Authorized Officer
County of Colusa

Date: _____, 2020

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SCHEDULE F General Conditions

1. INTENT:

1.1 It is the intent of this Agreement that the Company furnish a job complete in all respects, and that the Company shall do and finish everything called for, implied or indicated as necessary to properly complete the job.

2. DEFINITIONS:

2.1 Except as otherwise provided in this Schedule F, all the terms defined in the Energy Services Design and Installation Agreement between Aircon Energy, Inc. and County of Colusa, of which this Schedule F is a part, are incorporated by reference herein.

2.2 County: The term "County" or pronouns in place of the same where used herein shall mean County of Colusa.

2.3 Board: The term "Board" shall mean County of Colusa Board of Supervisors or its designated representatives.

2.4 County Representatives:

A. Contract Administrator. The term "Contract Administrator" shall mean the authorized personnel chosen to represent the County.

B. Project Manager: The term "Project Manager" shall mean the Facility Manager of the County who shall be the County's person responsible for the coordination and supervision of the Project.

2.5 Company: The term "Company" or pronouns in place of the same where used herein shall mean the company to whom the Agreement for the work described and specified herein has been awarded by the County Board of Supervisors.

2.6 Change Order: The term "Change Order" shall mean a County-approved authorization document that alters, adds to or deducts from the Agreement work.

2.7 Inspector: The term "Inspector" shall mean the Project Manager or his or her designee who shall review, inspect and approve all work performed by the Company before it is accepted by the County.

2.8 Days: The term "Days" shall mean calendar days.

3. BONDS REQUIRED:

3.1 Before commencing any work under the Agreement, the Company shall file a Performance Bond and a Payment Bond, each for a sum equal to 100% of the Agreement Price, with the County. These bonds shall be subject to the approval of the County Board of

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Supervisors . They shall be surety bonds; shall be issued by corporations duly and legally licensed and admitted to transact business in the State of California as a surety insurer, shall be issued at the expense of the Company; and shall be maintained by it and at its expense until the issuance of a Final Notice of Completion and release of final payment to Company by the County, or later as specified in section 5.1 hereof.

4. INSURANCE REQUIREMENTS:

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. The Contractor shall obtain, and maintain, at his own expense, all the insurance required by this section. The insurance requirements must be met within the time period allowed for contract execution as defined in the 00300 BID FORM herein.

The Notice to Proceed with the work under this contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the County. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the work and until the final completion and acceptance thereof.

4.1 Commercial General Liability (CGL)

Contractor shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with the following coverage(s).

(a) Personal Injury and Bodily Injury, including death resulting there from.
(b) Property Damage.
(c) Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of $5,000,000.00.

The following endorsements must be provided in the policy:
If the insurance policy covers an "accident" basis, it must be changed to "occurrence".

A. The policy must cover personal injury as well as bodily injury.

B. Blanket contractual liability must be afforded, and the policy must be afforded, and the policy must contain a cross liability or severability of interest endorsement.

C. County of Colusa, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.

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Nothing contained in this contract shall be construed to require Contractor's insurance to indemnify the County in contravention of Insurance Code 11580.04.

4.2 Workers' Compensation and Employer's Liability Insurance: In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor will be required to secure the payment of compensation to his employees.

The Contractor shall sign and file with the Owner the following certification:

"I am 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 I will comply with such provisions before commencing the performance of the work of this contract."

Notwithstanding the foregoing provision, before the Contract is executed on behalf of the Owner, a bidder to whom a contract has been awarded shall furnish certificate of insurance or certificate of permission to self-insure. Said certificates shall provide that 30 days' notice of cancellation or change shall be afforded Owner.

4.3 The following requirements apply to all insurance to be provided by Contractor:

A. A certificate of insurance shall be furnished to the County prior to commencement of work. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) work days.

B. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

C. Approval of the insurance by the County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this contract.

4.4 The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

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GUARANTEE FOR TOTAL WORK:

5.1 Prior to acceptance of the Work by the County, the Contractor shall submit a guarantee in the form of a written warranty on Contractor's own letterhead as follows:

WARRANTY FOR _____

This work has been constructed in accordance with the Contract Documents, and the work as installed will fulfill the requirements of this warranty, and any other warranty therefore, included in the Contract Documents. We agree to repair or replace any and all of our work together with any other adjacent work which may be displaced by so doing, that prove to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned structure by Owner, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and filing of the Notice of Completion by the County Council.

In the event of our failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefore on demand.

Signed: _____ 962305
Contractor License Number

5.2 ADDITIONAL GUARANTEES

Additional guarantees shall be provided as required in the technical sections of the Contract Documents.

6. PAYMENT OF FEDERAL, STATE OR COUNTY TAXES:

6.1 Any federal, state or County tax payable on articles furnished by the Company, under the Agreement, shall be included in the Agreement price and paid for by the Company.

7. ASSIGNMENT OF AGREEMENT:

7.1 Neither party to the Agreement shall assign the Agreement without the written consent of the other party, nor may the Company assign any moneys due or to become due it thereunder without the written consent of the County.

8. SEPARATE AGREEMENTS:

8.1 The County reserves the right to make other agreements in connection with this work. The Company shall afford all such other contractors reasonable opportunity for storage of their materials; shall provide that the execution of their work properly connects and coordinates with the Company's work; and shall fully cooperate with them to the end of facilitating the work.

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9. ALTERATIONS, ADDITIONS OR DEDUCTIONS/CHANGE OF AGREEMENT:

9.1 All specifications shall be subject to approval of the Project Manager. No modification or deviation from the specifications will be permitted. However, within the limits allowed by law, the County without invalidating the Agreement, may request extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly. Such modification of the Agreement (Agreement Change Order) shall be signed by the Company and approved by the County in accordance with its established procedures and specifications for public works contract modifications.

9.2 All Change Order work shall be executed under the conditions of the original Agreement except that any claim for extension of time caused thereby shall be addressed at the time of such Change Order.

9.3 The County shall have the authority to order changes in an emergency endangering life or property. Requests for all other modifications shall be in the form of a written order from the County. Change orders executed by all parties shall be the only basis of a claim for an addition to the Agreement sum.

9.4 Both parties agree that either credit to or charges against the County shall be determined as follows:

A. If the Agreement change is deductive, the County shall be given credit equal to the actual value of such labor and material plus 15% for associated overhead.

B. If the Agreement change is additive, the County shall pay the Company:

(1) The value of additional labor, material and equipment.

(2) 15% for overhead and 10% for profit.

C. If the Agreement change is both deductive and additive, the Company's percentage for overhead and profit shall be added to the net additive amount only. Likewise, the percentage for associated indirects will be added to the net deductive amount only.

9.5 If the Company claims that any instruction by drawings or otherwise involves extra cost under the agreement, it shall give the Contract Administrator and Project Manager written notice thereof within ten (10) days after receipt of such instructions, and in any event before proceeding to execute the work except in emergencies endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

9.6 When the County and Company are unable to agree upon the cost or time change of any change, the County's estimate of such cost or time change shall be used unless the Company presents proof to the County's satisfaction that the County's estimate is in error prior to the final payment.

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9.7 Documents Issued After Contract Award

A. Cost Request Bulletins: The Owner may, from time to time during the course of the Work, issue Cost Request Bulletins describing additional Work that may be desirable to include or delete from the Contract, by subsequent Change Order. The Contractor shall respond to Cost Request Bulletins in a thorough and timely manner, identifying separately and fully the costs of the proposed additional or deleted work as described in the Change Order provisions. Failure by the Contractor to respond in a timely manner or adequately describe the costs fully to Cost Request Bulletins and as a result, delaying the timely performance of the Contract shall not constitute justification for time extension.

B. Field Orders: The County shall retain the right to issue Field Orders to the Contractor describing changes necessary or desirable to the work that may not involve additional cost or extension of the Contract time. Field Orders shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Should the Contractor determine that there is cost or time impact to the Work due to the Field Order, he shall immediately notify that fact in writing to the County describing the anticipated impacts, and request issuance of a Change Order. Each Field Order shall receive a written response from the Contractor, acknowledging receipt, describing the action and time of completion for the work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required by the Field Order stating that the work is complete and ready for inspection.

C. Change Orders: The Owner reserves the right to require the Contractor to process and implement Change Orders in a timely fashion to add to or delete from the Work of the Contract.

D. County Directives: The County reserves the right to issue County Directives to require correction or repairs to the Work, or to require the contractor to bring into conformity with any laws, codes, ordinances, safety orders or practices determined to be deficient at the work site and surrounding areas affected by the Work, or to correct deficiencies in the Work in regard to compliance with the Contract Documents. County Directives shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Each County Directive shall receive a written response from the Contractor, acknowledging receipt, describing the action and the time of completion for the Work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required stating that the Work is complete and ready for inspection.

E. Requests for Information: The Contractor will address all Requests for Information (RFI) and questions to the project manager. The County will respond with clarifications in a reasonable time. It is incumbent upon the Contractor to submit RFIs in a timely manner. RFIs shall not constitute justification for time extension to the contract.

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10. DELAYS IN COMPLETION:

10.1 The Company shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) delays in work being completed by the County, delays in approval of plans, specifications, submittals, by the County and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Company, or if prevented by conditions directly resulting from the execution of agreements or the placing of orders by the federal government or its authorized agencies or representatives, which are required by law to be given priority but provided that whenever the Company shall claim that delays are due to any or all of the above-named causes, it shall within five (5) days after the occurrence of such cause or causes of delay notify the County in writing of the cause(s) for delay, the expected length of such delay(s), and shall request an extension of time. If the County finds that such cause or causes of delay exist, it shall grant the Company an extension of time equal to the delay resulting from such cause or causes or the County may, at its option, rescind said Agreement and pay the Company the reasonable value of the work completed. No claim for extra compensation due to any delay shall be submitted by the Company or granted by the County.

11. TERMINATION FOR CONVENIENCE:

11.1 County may, for its convenience and without cause, terminate the work in whole or in part at any time by written notice to Company stating the extent and effective date of such termination, whereupon Company shall (1) stop all Work and place no further orders or sub-agreements for materials, services, equipment, or supplies, except as may be necessary to complete portions of the Work not terminated; (2) assign to County, in the manner and to the extent directed by County, work orders, purchase orders and sub-agreements outstanding; (3) terminate work orders, purchase orders, and sub-agreements outstanding to the extent that they relate to the terminated portion of Work and are not assigned to County; (4) take any necessary action to protect property in Company's possession in which County has or may acquire an interest; (5) complete performance of the un-terminated portion of the Work; and (6) take any other action toward termination of the Work which County may direct.

11.2 County's Right to Carry Out the Work: If the County determines that the Contractor, without just cause, fails or refuses to employ an adequate working force, or to employ them for the maximum number of hours per day as permitted by law or by shifts of his working forces as would be sufficient, in the opinion of the County to complete the Work in accordance with the approved project schedule or within the time previously approved by the County for extension thereto, then after formal notice to the Contractor, the County shall have right to complete the Work or have the Work completed by such means and in such manner, by contract or otherwise as permitted by law, as the County may deem necessary and deduct the actual costs, including additional administrative cost, from the Contract by Change Order.

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11.3 After receipt of a notice of termination, Company shall submit to County a written termination claim setting Company's claim for final compensation due, if any, in the form and with the certification which County may prescribe. Such claim shall be submitted promptly, but in no event more than thirty (30) days after the effective date of termination. County shall compensate Company for the reasonable value of all work performed by Company prior to the effective date of termination as determined by County. The parties shall use their best efforts to resolve any dispute over the amount of such final compensation.

12. TERMINATION OF THE AGREEMENT; LIQUIDATED DAMAGES:
:

12.1 Each of the cited conditions in this Agreement, whether preceding or following this paragraph, is to be considered material and failure to comply with any of such conditions by the Company will be deemed a breach of the Agreement.

12.2 Should the Company fail to perform any of the provisions of the Agreement, the County shall have the right, whether or not an alternative right is provided, to declare the Agreement terminated.

12.3 On the Agreement being so terminated, the Company shall immediately remove from the premises all or any materials and personal property belonging to it which has not been used in the construction of the work.

12.4 **The** time limit specified in Section 1 is of the essence of this Contract. Company shall complete the Project by the Completion Date specified in Section 1 unless County agrees in writing to an extension of time. Failure to complete the work within the time and in the manner provided for by this Agreement shall subject Company to liquidated damages. The actual occurrence of damages and the actual amount of the damages which County would suffer if the work were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages which County would suffer in the event of delay include, but are not limited to, loss of the use of the facilities costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Company to complete the work within the time specified. Company agrees that the liquidated damages are not manifestly unreasonable under the circumstances and agrees that such sum is not intended as a penalty against the Company. The amount of liquidated damages to be paid by Company to County for failure to complete the work as specified in this Agreement will be two hundred dollars ($200) for each day by which completion of the work is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to County resulting from Company's default. In the event Company shall become liable for liquidated damages under this Section, County, in addition to all other remedies provided by law, shall have the right to withhold all or any part of the Retention which would otherwise be or become due Company, until the liability of Company under this Section has been fully satisfied. If the Retention is not sufficient to discharge all

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liabilities of Company incurred under this Section, Company and Company's sureties shall continue to remain liable to County until all such liabilities are fully satisfied.

13. OWNERSHIP OF DATA:

13.1 The ownership of all data collected for use by Company under this Agreement, together with working papers, drawings, and other material necessary to a complete understanding of the plans and necessary for the practical use of plans shall be vested in County following compensation to Company for services. Company may retain a copy of all work for his own use.

Company shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to County as part of this Agreement.

13.2 The Company shall perform the work required under this Agreement with the assistance of Computer Aided Design and Drafting (CADD) Technology. At any time, the Company shall deliver to the County, on request, the diskette or CD that contains the files in ".dwg format" (minimum R14 AutoCAD), and the supplier of the software and hardware necessary to use the design files.

15. PAYMENT AND COMPLETION:

15.1 PAYMENTS:

A. Schedule of Major Parts: Before any payment under this Contract becomes due, Company shall prepare a schedule of the estimated values of each of the various major parts of the job and the total of all parts which shall equal the contract sum. Said schedule shall be on a Payment Request Form supplied by the County and shall be subject to County's approval. The values in said schedule shall then be used by the County for verifying the amount of each progress payment.

B. Application for Payment: Once each month, Company shall prepare and forward to County a statement in writing, updating the approved Schedule of Major Parts, indicating the total amount of the work done and the acceptable materials furnished and delivered by Company on the ground and not used, or acceptable materials furnished and stored (if such storage is subject to or under the control of the County), for use in the performance of this Contract to the time of such statement and the value thereof. Payment of undisputed contract amounts is contingent upon the Company furnishing the County with a release of all claims against the County arising by virtue of this contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the question of the release as provided upon the Schedule of Major Parts.

C. Per section 20104.50 of the Public Contract Code:

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(1) Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than fourteen days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement.
A "progress payment" includes all payment due contractors, except the portion of the final payment designated by the contract as "Security."

D. Retaining Five Percent As Security: County shall retain five percent (5%) of the value of the work done, and five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of this Contract by Company (Retention).

Upon the County's written approval of Company's statement, the County shall, within 30 days of receipt, pay to Company, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of law or of this Contract. No such statement or payment shall be construed to be an acceptance of any defective work or improper materials.

E. Correction of Statement and Withholding of Payment: No inaccuracy or error in said statement shall operate to release Company or any surety from damages arising from such work or from enforcing each and every provision of this Contract. The County shall have the right to adjust any payment request, or to recover any payment made for work performed, so long as any lawful or proper direction concerning the Work, or any portion thereof given by The County shall remain uncompleted.

F. Withholding Additional Amounts: In addition to the amounts which the County may retain as provided hereinabove, the County may withhold a sufficient amount or amounts of any payment or payments otherwise due to Company as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Company or any subcontractor for labor or materials furnished in or about the performance of the work on the project under this Contract;

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2. For defective work not remedied;

3. For failure of Company to make proper payments to any of his subcontractors; and

4. Reasonable doubt that the contract can be completed for the balance then unpaid.

G. Disbursement of Withheld Amounts: County may apply such withheld amount or amounts to the payment of such claims, in its discretion. In so doing, County shall be deemed the agent of Company and any payment so made by County shall be considered as a payment made under this Contract by County to Company, and County shall not be liable to Company for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. County will render to Contractor a proper accounting of such funds disbursed on behalf of Company.

H. Liens and Stop Notices:

1. Should Stop Notices be filed with the County Board of Supervisors or County Auditor/Controller, the County shall withhold the amount required from payments until such claims shall have been resolved pursuant to law, (Civil Code Section 3179, et seq). The County will not be responsible for the filing of Stop Notice on behalf of any Claimant.

2. Upon filing a Stop Notice, the Claimants shall provide a certified copy of the copy of the Stop Notice to the County as prescribed in General Conditions Section 10.2, Notices. Failure to provide a copy to the County may impact the effectiveness of the ability of the County to withhold funds in a timely or effective manner.

At the election of the County, Company shall provide, within ten (10) days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Company and each of its subcontractors and materials suppliers, in the form established therefor by Section 3262 of the Civil Code of the State of California.

15.2 PROJECT COMPLETION

Substantial Completion: The Company shall, in writing, submit a request for an inspection for Substantial Completion of the Work when he feels that the Work is substantially complete and at least 30 days prior to the completion date established in the Notice to Proceed plus any extensions granted in approved Change Orders. The County shall determine the validity of the request and respond stating a time and date of the inspection, including for attendance by any consultants responsible for review of the Work and other parties as the County may desire in attendance. A Punch List of items to be completed and/or corrected shall be prepared by the Company and presented to the County with the request for inspection. The Company shall certify that the remaining items of work shall be completed within 30 days and that the

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remaining items of work do not in any way negatively impact the Company's full and complete use of the Work. Failure to include any items on the punch lists shall not alter the responsibility of the Company to complete all the Work in accordance with the Contract Documents.

Prior to the Substantial Completion Inspection and within sufficient time for review by the County and his consultants, the Company shall submit all record drawings, catalog data, complete operating and maintenance instructions, certificates, warranties, written guarantees and related documents as required by the Contract. The County and his consultants shall review the submittals, and if the request for the inspection is valid, conduct an inspection of the Work. The County shall review the Punch List, incorporating additional comments from the inspection for completion and/or correction by the Company for a Final Punch List.

Within 30 days of the request for inspection and upon completion of all of the Final Punch List items, the Company shall submit a "Contractor's Notice of Final Completion" in conformance with the Final Close Out Procedures within the Contract Documents. Failure by the Company to complete any items on the Final Punch List within 30 days of the request for Substantial Completion Inspection enables the County to require performance of same by the Company's Surety or otherwise arrange for completion of those items of work and to deduct all costs thereof, as well as any liquidated damages or actual damages incurred from the Final Payment by means of deductive Change Order.

The County, upon agreeing that the Work is complete after completion of all Final Punch List items, and upon receipt of the fully executed Affidavit of Final Payment and the required Maintenance Bond and in accordance with all other provisions for project close out described in 9.2B. Final Completion and Acceptance, shall issue a Certificate of Completion to the Company and present a recommendation for acceptance and filing of a Notice of Completion at the next regularly scheduled meeting of the Board of Supervisors.

15.3. FINAL COMPLETION AND ACCEPTANCE OF THE WORK: Final Completion and acceptance of the Work shall be made in accordance with the following steps and conditions:

1. Contractor's Notice of Final Completion: Contractor shall submit to County written notice that the Work is complete and ready for final inspection and acceptance.

2. Final Inspection: Upon receipt of "Contractor's Notice of Final Completion" the County shall promptly make final inspection.

3. Company Submittals: Company shall submit the following to the County before final inspection and after required corrections and/or repairs have been made:

A. Affidavit for Final Payment: After the completion of the work of this Contract, the Company shall file with the County his affidavit sworn to before a notary public stating that all workmen and persons employed, all firms supplying the materials and all subcontractors upon the project have been paid in full and that

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there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in connection with which notices to withhold have been filed under the statutes of the State of California. The filing of such affidavits by the Company shall be condition precedent to Company's receipt of the final payment on this Contract.

B. Guarantees: Company shall submit a guarantee in accordance with Division 00600 Guarantee for Total Work of these Contract Documents, and any additional Guarantees required by the technical provisions of the Contract Documents.

1. County's Final Certificate of Completion: Following completion of the above the County shall file a certificate, over the County signature, stating the Work has been given a final inspection and approval by him, that the above required documents have been submitted, and that the Work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof.

2. Notice of Completion and Acceptance: This notice shall be submitted by the County for approval by the Board of Supervisors stating the substantial completion date and defining the project and the parties of the project Agreement. The notice will then be submitted to the County Board of Supervisors for acceptance of the Work by the Board of Supervisors in regular session.

3. Resolution Authorizing Execution of Notice of Completion and Acceptance of Contract by County: Acceptance of the Work by County, and the recording of the "Resolution Authorizing Execution of Notice of Completion and Acceptance of Contract by County", provided the Work shall be then fully completed and the provisions of this Contract fully performed in all completed respects will be made only by action of the County Board of Supervisors in regular session.

4. Certificate of Final Payment: Thirty-five (35) days after the filing of the above described resolution, the County shall present a "Certificate of Payment" to the stating that the entire balance found to be due Company, and noted in said certificate, is due and payable.

5. Approval of Final Payment: Following receipt of said "Certificate of Final Payment" by the Office of the County Manager, said Auditor will issue final payment to be paid on account thereof to the Company.

16. PAYMENT OF WITHHELD FUNDS:

16.1 In accordance with the provisions of Section 22300 of the Public Contract Code, the Company will be permitted to substitute securities for any moneys withheld by the County to insure performance under the agreement. This section shall not apply to money withheld by the County in response to claims filed pursuant to Civil Code 3179, et. seq. or as liquidated

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damages.

17. INSPECTION AND PAYMENTS/DEFECTIVE WORK:

17.1 The fact that the work and materials have been inspected from time to time and payments on account have been made, does not relieve the Company from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Company and issuance of a Final Notice of Completion by the County.

18. COMPLIANCE WITH LAWS AND REGULATIONS:

18.1 Compliance with Laws and Regulations - Indemnity: Contractor shall keep himself fully informed of the ordinances and regulations of County, and of all Federal and State laws in any manner affecting the performance of this Contract or those engaged therein, and any and all orders and decrees of governmental bodies or officials having any authority or jurisdiction over the same. Company shall himself observe and comply with and shall cause all his agents, employees and subcontractors to observe and comply with all such ordinances, regulations, laws, orders, and decrees. Company shall save harmless and indemnify County and all its officers and employees against any liability or claim arising from or based upon the violation of any such ordinance, regulation, law, order, or decree, whether by himself, his agents, employees, or his subcontractors.

18.2 Federal and State Laws and Regulations: The scope of work on project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, without limitation, the following:

A. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.

B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.

C. Title 19 of the California Administrative Code entitled "Public Safety" 1, State Fire Marshall, Sub-Chapter 1, "General Fire and Panic Safety".

D. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Administrative Code bearing upon safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.

E. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest substantive rules and regulations of the State Fire Marshall, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State

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Laws or Regulations. Nothing in these plans and specifications is to be construed to permit work not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the Work of this Contract, but the substantive provisions do apply.

All of the above laws and regulations, though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

18.3 LAW; VENUE: This agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in County of Colusa and such County shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PATENT RIGHTS, COPYRIGHTS, TRADE NAMES AND ROYALTIES:

19.1 The Company shall indemnify and save harmless County of Colusa and all persons acting under it for all liability on account of any patent rights, copyrights or trade names which may affect the articles or materials or their application under the specifications. The Company shall pay all royalties or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment and shall hold the County harmless from any charges whatsoever which may arise and shall furnish written assurance satisfactory to the County that such charges have been paid.

20. QUALITY OF MATERIALS AND LABOR:

20.1 All materials used on this Agreement shall be new and the best market quality unless otherwise approved in writing by the County. All labor used on this Agreement shall be competent and skilled for the work. All work executed under this Agreement shall be done in the best, most thorough, substantial and worker like manner and in accordance with all applicable codes. All material and labor shall be subject to the approval of the County as to its quality and fitness and shall be immediately removed if it does not meet with approval. The County may refuse to issue any Notice of Completion until all defective materials or work have been removed and other material of proper quality substituted therefore.

21. USE OF OLD MATERIAL:

21.1 Old material removed from buildings in the execution of this Agreement may be used provided that it be put in first class condition and appearance and is fully equal to new. But no old material shall be so used until it has been specifically examined and approved in writing by the County.

22. STAKES AND BENCHMARKS:

22.1 All stakes, boundary lines, benchmarks or survey marks, etc., which have been or

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may be established in the building, or in any part of the site, shall be carefully preserved and respected by the Company.

23. LAYING OUT WORK:

23.1 All work pertaining to this Agreement shall be laid out on the premises by the Company who shall be held responsible for its correctness.

24. CARE OF EXISTING BUILDINGS, SITES, WORK AREAS, AND PUBLIC PROPERTY:

24.1 The Company shall take all actions and previsions necessary to prevent and preserve all existing structures and facilities. The Company shall be held responsible for the care and preservation of adjacent premises and coterminous property. Any parts of them injured, damaged, or disturbed because of its work, shall be repaired, replaced or cleaned by the Company at its expense to the original or better condition.

24.2 The Company and/or its subcontractors are solely responsible for the protection of existing equipment (desk, chairs, computers, etc.) in the area where work is being performed. Broken or damaged equipment, articles, etc. shall be recorded and notification given to the Project Manager. The Company and/or its subcontractors shall be solely responsible for the cost and/or replacement of any damaged or broken equipment, articles, etc.

24.3 Protection of the Public and Adjacent Public Property: All laws and ordinances for the protection of the public shall be complied with. The Company shall be responsible for any damage of any kind to adjacent property. The County may reject any means, methods, techniques, sequences or procedures proposed by the Company which might constitute or create a hazard to the Work or to persons or property, or which will not provide Work in accordance with the Contract Documents. However, neither the acceptance nor the failure to reject any means, techniques, sequences and procedures by the County shall relieve the Company of his responsibilities to safely and properly complete the Work.

24.4 Safety Precaution and Programs: The Company expressly undertakes, both directly and through his subcontractors, to take every precaution at all times for the protection of persons, including employees, and property. The Company shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

24.5 Emergency Safety Action: In an emergency affecting the safety of life or property, including adjoining property, Company, without special instructions or authorization from County, is authorized to act at Company's discretion to prevent such threatened loss or injury. Contractor shall also so act if instructed to do so by County.

24.6 Use of Streets and Sidewalks

A. Obstruction or Interference with Travel: Company shall not unnecessarily, in the judgment of County, obstruct or otherwise interfere with travel over any public streets, way or sidewalk, nor shall Company store, stockpile or place

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thereon any equipment, materials or supplies without first obtaining the authorization of County, and then only within such limits as County may designate.

B. Vacate for Public Use: Those parts of public streets, ways and sidewalks that are occupied by Company shall be immediately vacated by Company and returned to public use when Company's use thereof is no longer necessary for the prosecution of the Work.

25. MAINTENANCE OF EXISTING STRUCTURES AND CONDUITS:

25.1 The Company shall take all actions and precautions necessary to protect and preserve all existing structures and facilities. The removal and/or replacing of any existing structures, pipes, conduits, pavements, etc., necessary for the proper completion of any work herein specified shall be performed by the Company and no claim for extra work shall be made for such removal and replacement.

25.2 In case it shall be necessary to remove any telephone, telegraph or electric power transmission poles, water pipes, electrical conduits, or underground structures of any character or any portions thereof, the owner or owners or their agents or superintendents shall be notified by the Company and the Company shall make the necessary arrangements for such removal. The right is reserved to the County and to the gas, water, telephone, telegraph and electrical power transmission companies to enter upon the work for the purpose of making repairs and changes that have become necessary by reason of the work specified herein.

26. DECISIONS:

26.1 The Contract Administrator shall, in all cases, determine whether the amount and quality of the several kinds of work which are to be paid for under this Agreement are in accordance with this Agreement.

26.2 The County, through the Contract Administrator and/or Project Manager, shall have power to cause all or any part of the work to be pushed with greater diligence when delayed or stopped. Such power shall include requesting overtime work as necessary to make up for delayed work at the Company's expense.

27. INSPECTION OF WORK:

27.1 The Company shall provide sufficient safe and proper facilities at all times for the full inspection of the work by the representatives of the County, both at the building and at various shops where it may be going on.

27.2 All work shall be inspected and approved by the County Project Manager or other designated County's representative before it is covered up in such a manner as to prevent proper inspection. The Company shall give the County adequate notice to conduct inspections. Failure

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by the Company to provide adequate notice shall not constitute a cause for delay.

28. CONFERENCES:

28.1 At any time during the progress of the work, the Contract Administrator or Project Manager shall have authority to require the Company to attend a conference of any or all of the contractors engaged in the work; and any notice of such conference shall be duly observed and complied with by the Company.

28.2 Weekly conferences between the Company and the County shall be held to review the project status. This will also review the work projected to be completed before the next meeting. The conferences may be held at different intervals if requested by either the Company or the County and agreed to by both parties. The Company will take minutes of each meeting and distribute them as appropriate within five (5) days of the meeting.

29. SUBCONTRACTORS:

29.1 The Company shall be solely responsible for any and all of the work done by its subcontractors or other employees.

29.2 The Company shall be solely responsible to assure that the work performed by its subcontractors conforms to all applicable laws, rules, codes and regulations -with respect to design, installations, safety, etc. The Company shall be solely responsible for its subcontractors to minimize interference's and disruptions to the building owner and tenants, to perform their work in a worker-like manner, and to properly protect the surroundings from damage while they are working.

29.3 It shall be the Company's duty to see that all of its subcontractors commence their work properly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or materials; and that all damage caused by them or their workers is properly made good by them or by the Company at no cost to the County.

29.4 Contractor's License: A Contractor is required to be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code.

Pursuant to Section 3300, of the Public Contract Code, the classification of the bidder's Company's License shall be "C-20".
Failure of the Company to obtain adequate licensing for contract work shall constitute a failure to execute the contract and shall result in the forfeiture of the project Bond.

29.5
Payment of General Prevailing Rate: Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the work to be done. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as

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provided in Section 1771 of the Labor Code, shall be paid to all workmen employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing wage rate determination is on file with the Clerk of the County Council and is available for public inspection and is considered a part of this Specification.

29.6 Classification Not Covered by Prevailing Rate: Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information shall be referred for determination to the County Council or to any official designated by the County Council, whose decision on the question shall be conclusive on the parties to this contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

29.7 Overtime, Sundays, and Holidays: Not less than one and one-half (1-1/2) times the basic hourly rate plus applicable employer payments. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the project.

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30. VIOLATIONS OF PROVISIONS OF THE WORK/NOTICE TO DISCONTINUE:

30.1 Should the Company abandon the work called for under this Agreement, or assign its Agreement other than as specified herein, or if at any time the Contract Administrator shall be of the opinion that the said Company is unnecessarily and unreasonably delaying the work, or that the Company is willfully violating any of the conditions or provisions of this agreement, or is performing this work in bad faith, the Contract Administrator shall have the power to notify the Company to discontinue all work or any part thereof under its agreement. Thereupon the Company shall cease to continue said work or such part thereof as the Contract Administrator may designate, and the Contract Administrator shall thereupon have the power to place such and so many persons, and to obtain by agreement, purchase, or hire, such vehicles, equipment, implements, tools, material or materials by Agreement or otherwise, as said Contract Administrator may deem advisable, to work at and be used to complete the work herein described, or such part thereof as the Contract Administrator shall certify has not been completed, and to use such material as it may find upon the line of said work and to charge the expense of such labor and material, vehicles, equipment, implements and tools to the Company. The expense so charged shall be deducted and paid by the Contract Administrator out of such moneys as may be either due or may at any time thereafter become due to the Company under and by virtue of this Agreement or any part thereof.

30.2 In case such expense is less than the sum which would have been payable under this Agreement, if the same had been completed by the Company, the Company shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Company or its sureties shall pay the amount of such excess to the County.

31. PREVENTION OF ACCIDENTS:

31.1 The Company shall furnish and place proper guards for the prevention of accidents. It shall provide and maintain any other necessary construction required to secure safety of life or property. It shall maintain during all night hours sufficient lights to prevent accidents or damage to life or property.

32. INSPECTION OF MATERIALS BY THE COMPANY:

32.1 The Company shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Project Manager or Inspector(s).

33. STORAGE OF MATERIALS, TOOLS AND EQUIPMENT:

33.1 During the progress of the work, materials, tools and equipment shall be neatly stacked at such points as the Project Manager may direct and shall be properly cared for and protected from the weather. In the case where there are several contractors operating at one time, the Company must make arrangements to allow the joint use of storage space so that the progress of the work will be expedited, and other contractors/subcontractors not delayed or inconvenienced unnecessarily. Regardless of the storage space provided to the Company by the County, the Company shall be solely responsible for the safety and security of the materials,

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tools and equipment stored therein by the Company or its subcontractors. The Company may, at its option and expense, elect to provide vans or other means for the storage of its materials, tools, and equipment.

33.2 Contractor's Use of Site: Contractor shall confine all apparatus, material, and equipment required in the performance of this Contract to the limits indicated by law, ordinances, permits, or directions of Owner, and shall not unreasonably encumber the premises therewith. Material and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas for regular use of the public and employees of Owner.

34. SAMPLES:

34.1 When so required by the Project Manager, the Company shall submit for approval samples of the various materials, together with the finish thereon, as specified for and intended to be used in the work. All materials, and workmanship shall be equal in every respect to that of the samples so submitted and approved. These samples shall be sent to the office of the Project Manager or to the building site, as the Project Manager may direct. In all cases, carriage must be prepaid. These samples will be returned to the Company, if requested, carriage collect.

35. TESTS:

35.1 The Company shall furnish to the Project Manager, in triplicate, certified copies of all required factory and mill test reports. Any test required by the County and not otherwise provided for or specified, shall be made under the supervision of the Project Manager or his designee and at the Company's expense.

36. CUTTING AND FITTING:

36.1 The Company shall do all cutting, fitting and patching of its work that may be required to make its several parts come together properly and prepare it to join or be joined by the work of other contractors/subcontractors and the Company shall correct to the County's satisfaction. The Company shall not endanger any work by cutting. digging, or otherwise; and shall not cut or alter the work of any other contractor/subcontractor without the written consent of the Project Manager.

36.2 No beam, timber or support of any kind shall be cut without the consent of the Project Manager, and under no circumstances shall any principal brace, timber, truss, support or other structural member be cut or in any way structurally weakened.

37. CONNECTING WITH AND MATCHING EXISTING WORK:

37.1 Where the construction provided for herein or shown on the drawings is to join with or match existing work, it shall be finished exactly similar to the existing work so as to form a complete, unified and finished job.

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38. TOOLS, APPLIANCES, SCAFFOLDING, ETC.:

38.1 The Company shall furnish at its own cost and expense all tools, and appliances, materials, scaffolding, etc., necessary for the entire completion of the work and shall be responsible for their care and guarding of the same.

38.2 The Company shall erect and maintain, where necessary to the progress and completion of the work, all exterior and interior scaffolding, which scaffolding shall be erected in accordance with the safety rules of the State of California.

39. PROTECTION OF WORK:

39.1 The Company shall amply protect all work set in the building from any possible damage; and shall furnish all necessary building paper, tarps, rough boarding or other materials necessary to accomplish this result.

40. SUPERVISION AND CONSTRUCTION PROCEDURES:

40.1 Unless personally present on the premises where the work is to be done Company shall designate and keep a Superintendent on the Work at all times during its progress. The Superintendent shall not be changed except with the consent of the County, acting through the County unless the Superintendent proves to be unsatisfactory to the Company and ceases to be in his employ. The Superintendent shall represent the Company in his absence and all directions given to him shall be as binding as if given to the Company. Important decisions shall be confirmed in writing to the Company. If the Superintendent proves to be unsatisfactory to the County, he shall be replaced within ten (10) days after written notice from the County to the Company.

The Company shall supervise and direct the Work, using the best skill and attention. He shall be solely responsible for all construction, methods, techniques, sequences and procedures and for coordinating all portions of Work under the Contract.

41. RIGHT TO OCCUPY OR USE:

41.1 The County reserves the right to occupy or use any part or parts, or the entirety of the building and/or grounds when the Project Manager deems the same may be safe for use or occupancy. The exercising of this right shall in no way constitute an acceptance of such parts, or any part of the work, nor shall it in any way affect the dates and times when payments shall become due from the County, nor shall it in any way prejudice the County's rights in the Agreement or any bonds guaranteeing the same.

42. REMOVAL OF RUBBISH, CLEANING, ETC.:

42.1 From time to time, and as directed by the Project Manager, the Company shall clean the building, windows, premises, streets and adjacent property of accumulated rubbish, debris, unnecessary appliances, or any other unused rubbish or material which may constitute an obstruction to the progress or completion of the work, whether the same was caused by its work

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or the work of other crafts. At the completion of the work, and as one of the requisites thereof, the Company shall remove any and all tools, appliances, rubbish, packing or debris, etc., of any kind from the building, premises, sidewalks, streets or adjacent premises; it shall go over all of its work and put the same in perfect order and condition, and in strict accordance with the terms of this Agreement; and shall repair or replace all damaged, broken or stained parts of its work, whether so injured by its workers or by anybody else.

42.2 Cleaning Up: If a dispute arise between separate contractors as to their responsibility for cleaning up, or the Company fails to maintain the Work in a clean and safe manner in the opinion of the County, the County may clean up and charge the cost thereof to the Contractor.

43. COMMENCEMENT OF WORK:

43.1 The Company shall begin work within ten (10) days of the date of the County's Notice to Proceed.

44. SEQUENCE OF WORK:

44.1 Commencement of work shall begin with a job conference between the Company and the County representatives and any other administratively involved person for the purpose of compliance with the Agreement; also, for determination of an agreement to the work schedule and its progress so as to minimize misunderstandings, disruptions and delays.

45. CONSTRUCTION SCHEDULE:

45.1 The Company shall prepare and submit to the Project Manager for approval a master project schedule within 10 days after the date of the Notice to Proceed with the work. This schedule will identify the major work packages for each building and will indicate the time phase relationships to assure design, installation, completion, check-out, and acceptance by the required dates. The schedule will be used to coordinate Company activities with the staff of each building to minimize work disruptions. The Company shall modify the schedule as required to obtain Project Manager approval.

45.2 Schedule updates will be prepared monthly or more frequently as required by the status of the work in process. Changes, modifications, etc. which impact the then current schedule shall be immediately communicated to the Project Manager.

45.3 Work-arounds or adjustments to other scheduled activities to maintain the completion schedule shall be provided by the Company subject to approval by the Project Manager.

45.4 The Company shall keep the County and building tenants informed of upcoming work scheduled in their area. This coordination shall be enough in advance to develop work-arounds if a conflict is discovered.

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46. NOTIFICATION:

46.1 All correspondence from the Company shall be directed to the County in accordance with Section 16 of Energy Services and Design Installation Agreement. All communications to or from the subcontractors shall be directed through the Company.

46.2 The Company shall make notification forty-eight (48) hours prior to commencement of work.

46.3 The Company shall make notification forty-eight (48) hours prior to shut downs or requested inspections.

47. DRUG-FREE WORKPLACE:

47.1 It is the policy of the Company to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include the County's facilities and premises where the County's employees may visit in the execution of their job duties such as homes, schools, hospitals, etc.

48. EQUAL OPPORTUNITY:

48.1 During the performance of this Agreement, Company, for itself, its assignees and successors in interest, agrees as follows:

Nondiscrimination: Company, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases or equipment. Company shall not participate either directly or indirectly in discrimination prohibited by any law or regulation.

49. LABOR AND WAGES:

49.1 Unacceptable Employee of Contractor: Upon written notice to Company that any Superintendent, Foreman, Leadman, Workman, or other person is unacceptable to County, Company shall, if there is good and sufficient reason, immediately terminate the services of any such person on this project. Only competent and skilled workers shall be employed. If, in the opinion of the County, any worker is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be dismissed from the work and shall not again be employed on it, except with the County's written consent.

49.2 Restriction of Employees: No person under the age of 16 years, or currently serving sentence in a penal or correctional institution. Company shall at all times enforce strict discipline and good order among Company's employees and shall

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not employ on the Project any unfit person or anyone not skilled in the task assigned.

Any person who may be in the employ of Contractor and whom County may deem incompetent or unfit shall be dismissed from the Work and shall not again be employed on it except by the express written consent of Company.

49.3 Legal Day's Work and Standard Work Week: Eight hours of labor shall constitute a legal day's work upon all work done under this Contract, and forty hours per week shall constitute a standard work week.

49.4 Classification of Labor: Claims and disputes pertaining to classification of labor employed on the Work under this Contract shall be decided by County whose decision shall be final and binding on parties hereto.

49.5 Penalties: Company shall comply with Articles 2 and 3 of Chapter 1, Part 7, Division 2 of the California Labor Code regulating wages and working hours on public works. In accordance with Articles 2 and 3, Contractor shall forfeit to Owner as a penalty $50.00:

A. For each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for any public work done under this Contract by him or by any subcontractor under him;

B. For each workman employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Article 3.

49.6

Company shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Department of Public Works and are available to Company upon request. Company shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work. Company shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Company shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise $50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Contract or by any subcontractor under this Contract. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Company.

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49.7 Company shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Company and any subcontractors in connection with the execution of this Contract or any subcontract under this Contract. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Company shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.

49.8 Classification Not Covered by Prevailing Rate: Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information, shall be referred for determination to the Board of Supervisors or to any person designated by the Board of Supervisors whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the work performed by such laborer or mechanic has been classified and the minimum rate specified herein.

49.9 Claims for Additional Compensation: The specified wage rates are minimum only, and County will not consider any claims for additional compensation made by Company because of payment by Company of any wage rate in excess of the applicable rate contained in the Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the Contract Documents shall be adjusted by Company.

49.10. Underpayment of Wages: Company agrees that in case of underpayment of wages to any worker on the project under this Contract by Company or any subcontractor, County may withhold from Company out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and County may disburse such amount so withheld by it for and on account of Contractor to the employee to whom such amount is due. Company further agrees that any amount withheld pursuant to this paragraph shall be in addition to the percentages or amounts which may be retained by County pursuant to law or other provisions of this Contract.

49.11. Wage Rate for Craft Not Listed: In case County orders Company to perform extra or additional work which may make it necessary for Company or any subcontractor under this Contract to employ in the performance of such work any craft, classification or type of workman for which no prevailing wage rate is herein specified, County will include in the Change Order for such extra or additional work the prevailing wage rate for such craft, classification or type, and, insofar as such extra or additional work is concerned, there shall be

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paid each workman engaged in the work in such craft, classification or type not less than the prevailing wage rate so included.

49.12. Employees on Payrolls: Company shall not carry on his payrolls any person not employed by him, nor shall he carry on his payrolls employees of a subcontractor. Subcontractor's employees must be carried only on the payrolls of the employing subcontractor.

49.13. Work After Regular Working Hours: Any work necessary to be performed after regular working hours or on Sundays or other legal holidays shall be performed without additional expense to County, unless County, by Change Order, shall have expressly directed Contractor to perform said work at said time.

49.14. Records of Hours Worked and Wages: Contractor shall maintain records of the hours and wages of his employees, and such records shall be open at all times for inspection by the County and/or the Division of Labor Statistics and Law Enforcement, in accordance with Section 1812 and 1776 of the California Labor Code.

49.15. Employment of Apprentices: Company agrees to comply with Labor Code sections 1777.5, 1777.6, and 3070, *et seq.*, each of which is incorporated by reference into this Contract. In summary, those statutory provisions require that contractors and subcontractors employ apprentices (as that term is defined in section 3077 of the Labor Code) in apprenticeable occupations in the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, but in no case shall the ratio be less than one hour worked by an apprentice for each five hours worked by a journeyman, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements shall be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Company.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

49.16. Travel and Subsistence Pay: Travel and subsistence payments shall be in accordance with Section 1773.8 of the Labor Code.

49.17 Labor Disputes: Whenever the Company has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work of the Contract, the Company shall immediately give notice thereof to the County. The Company shall then confirm the notice in writing within 24 hours of giving thereof and shall include all relevant information with respect thereto. No claims will be accepted, or costs incurred as a result of jurisdictional or labor practice disputes.

50. MISCELLANEOUS PROVISIONS

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

50.1 Anti-Trust Assignment: By entering into this contract or subcontract, Company, 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. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services or materials pursuant to this public works contract or sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Company, without further acknowledgment to the parties.

50.2 Notices: Any formal Notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner:

A. If the notice is given to County, it must be personal delivery thereof to the County or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the General Manager for the attention of signer of "Notice to Contractor to Proceed" at the return address indicated on that letterhead, with postage prepaid.

B. If the notice is given to Company, it must be by personal delivery thereof to Company, or to Company's superintendent at the site of the Work, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to his regular place of business, or at such other address as may have been established for the conduct of the Work, with postage prepaid; or

C. If the notice is given to the surety or any other person, it must be by personal delivery to such surety or depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to the party giving the notice, with postage prepaid.

50.3 Notice of Potential Claims

A. The Company shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the County, or the happening of any event, thing or occurrence, unless he shall have given the County due written Notice of Potential Claims as hereinafter specified, provided, however, that compliance with the Article shall not be a prerequisite as to matters within the scope of the notice provisions of article 8.1.B Work Not Completed in Time.

B. The written Notice of Potential Claim shall set forth the reasons for which the Company believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The Notice of Potential Claim must have been given to the County prior to the time that the Company shall have performed the work giving rise to the potential

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claim for additional compensation if based on an act or failure to act by the County, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

C. It is the intention of this article that differences between the parties arising under and by virtue of the contract be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Company hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed.

50.4 Non-Waiver: Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time nor any possession taken by County, shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract, be held to be a waiver of any other or subsequent breach. In addition, recordation of Notice of Completion shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

51. RESOLUTION OF CONSTRUCTION CLAIMS:

51.1 The State of California Public Contract Code makes certain provisions for resolving disputes on construction claims of $375,000 or less. Those provisions, contained in Public Contract Code, section 20104, et seq., and all amendments made thereto, is incorporated herein by reference as if fully set forth at this point. Written claims and responses are required by the Public Contract Code, and lead, via intermediate steps, to resolution of the claim, ultimately by judicial arbitration.

52. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for withholding and payment of all taxes, contributions and other legally required withholdings due to the State of California or the Federal Government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

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53. INDEPENDENT CONTRACTOR CLAUSE. It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

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SCHEDULE G *Payment Schedule*

The Company will be reimbursed on a progress payment basis. A Schedule of Values will be provided each month that shows the projected billing schedule. This schedule will be updated monthly and submitted with each month's invoices.

Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

AIRCOENE1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (628) 201-9001 USI Insurance Services LLC - CA Lic# 0D08408 201 Mission St, 11th Floor San Francisco, CA 94105	**CONTACT NAME:** **PHONE (A/C, No, Ext).** **FAX (A/C, No):** 610-537-2393 **E-MAIL ADDRESS:** CertRequests@usi com
INSURED Aircon Energy, Inc 830 West Stadium Lane Sacramento, CA 95834	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Indemnity Co of Connecticut — 25682 INSURER B : Travelers Property Casualty Co of America — 25674 INSURER C : Cypress Insurance Company — 10855 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 14655025 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT / LOC OTHER			DT22CO2P709888TCT19	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS COMP/OP AGG	$ $ $ $ $ $	2,000,000 300,000 15,000 2,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA2P7112451926G	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			CUP2P7137481926	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AIWC032058	11/1/2019	11/1/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

CERTIFICATE HOLDER

Evidence of Coverage
Aircon Energy, Inc.
830 West Stadium Lane
Sacramento, CA 95834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: C20-057 Aircon Energy, Inc (6498 : Approve Fourth Modification to Aircon Energy, Inc.)

COUNTY OF COLUSA, CA **3.15**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Ratify Agreement with George Reed, Inc. for emergency repair work on Maxwell Road**

Ratify Contract No. C21-039 with **George Reed, Inc.** for Emergency Repair Work on Maxwell Road.

Detailed Description/Background of request

On March 23, 2021, a hard closure was placed on Maxwell Road due to significant subsidence of the roadway. Maxwell Road is a Major Collector route (between I-5 and State Route 45) and expeditious repair was required prior to the commencement of intensive Spring agricultural activity and further exacerbated by the tremendous volume traffic that utilizes the route.

On March 24, 2021, the Board made a finding that the failure of a culvert on Maxwell Road created an emergency and repairs would not permit delay resulting from a competitive solicitation for bids, and authorized the Purchasing Agent and Director of Public Works to procure the necessary the necessary equipment, services, and supplies for the repair of Maxwell Road, without giving notice for bids to let contracts.

Due to the emergency nature of the work, it was determined that the quickest method of repair was to have Public Works Staff assist with the repair where needed and appropriate. Subsequently a contract was negotiated with George Reed, Inc. to perform significant portions of the work on a time and materials basis.

The 96"x120"x80' arch pipe that failed where is transected Maxwell Road near the 2047 canal was replaced with two 48"x 90' side-by-side culverts. This repair design was implemented due to the 14 plus day time that would have been required to have the single replacement arch pipe manufactured and delivered to the site.

The repairs were completed and the roadway reopened on April 2, 2021.

Prior Board Action

3-24-21 findings re emergency need to let contract without competitive bids and

authorization to procure necessary services and supplies.

Fiscal Impact/Funding Source

Contract was issued on a time and materials basis for an estimated amount of $130,292.

Action for the Clerk

None.

ATTACHMENTS:

- C21-039 George Reed Inc (PDF)
- Colusa County Budget Estimate Revised (PDF)
- IMG_2179 (PDF)
- IMG_2204 (PDF)
- IMG_2209 (PDF)
- IMG_2226 (PDF)
- IMG_2262 (PDF)
- IMG_2301 (PDF)

c21-039

EMERGENCY ROAD REPAIR ON MAXWELL ROAD

This emergency road repair contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and George Reed, Inc. a California Corporation This is a public works contract, let pursuant to Public Contract Code 22050 and is 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 equipment, labor and materials necessary to provide County with repairs to Maxwell Road approximately 3.5 miles from the intersection of Highway 45 and Maxwell Road, just west of the 2047 canal, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on March 25, 2021, and shall continue until all requested services are completed, but in no more than 10 working days.

3. **Compensation:** County will pay Contractor compensation on a Force Account (time and materials) basis per Section 9, Caltrans Standard Specifications-2018, estimated to be $130,500, charged at the rates as provided for in Attachment "A." 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 end of the project, Contractor shall provide County with an invoice for the services provided. 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

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

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 provided by Contractor shall be provided in a manner consistent with reaching County's

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

c21-039

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 $2,000,000 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 $2,000,000 for each accident for bodily injury or property damage.

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

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

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

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

c21-039

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

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

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

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

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

14. **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.

15. **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.

16. **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.

	County of Colusa Public Works Department
	ATTN: Director
If to County:	1215 Market Street,
	Colusa, CA 95932

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

c21-039

If to Contractor: George Reed, Inc.
140 Empire Ave
Modesto, CA 95354

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

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

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

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

23. **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.

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

    A. Attachment "A" Scope of Work and Schedule of Fees and Costs

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

C 21-039

COUNTY OF COLUSA

Date: 4/1/2021

Wendy G, Tyler,
County Administrative Officer

CONTRACTOR

_____ Date: _____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Jennifer Sutton, Sr. Deputy County Counsel

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

By _____
For Ann Nordyke, Deputy

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

Cost Report

George Reed, Inc. 58 David Cox

21-146 Colusa County Emergency Work

3/22/2021 1:24 PM

Biditem **10**

MOBILIZATION

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	11,750.00	0.00	11,750.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	11,750.00	0.00	11,750.00

Activity: 950.95.007 MOB EQUIPMENT (Unreviewed) Quantity: 77.00 Unit: HR

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	152.60	0.00	152.60
Total	0.00	0.00	0.00	0.00	0.00	0.00	11,750.00	0.00	11,750.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: [[Attached Files: Mobilization Worksheet for HeavyBid 03-07-19.xlsx]]

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
4MOB	Mobilization - Sub	1.00	77.00	HR	130.00	100.00	130.00	10,010.00
4MOBPERMIT	Permit for Equipment Mob	1.00	9.00	EA	65.00	100.00	65.00	585.00
4MOBPILOT	Pilot Car for Mob	1.00	21.00	HR	55.00	100.00	55.00	1,155.00

Biditem **20**

DIG / LAY / BACKFILL ARCH PIPE

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	11,350.26	12,539.64	23,889.90	19,776.07	23,004.00	0.00	0.00	30,000.00	96,669.97
Total	11,350.26	12,539.64	23,889.90	19,776.07	23,004.00	0.00	0.00	30,000.00	96,669.97

Manhours	Unit/MH	MH/Unit	$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
246.4800	0.0041	246.4800	392.2021	46.0494	96.9243	0.0208

Activity: 232.32.020 HAUL SPOILS SD (TRUCKING ONLY) (Unreviewed) Quantity: 32.00 Unit: HR

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5M	Mega Dump	1.00	144.00	HR	125.00	100.00	125.00	18,000.00

Activity: 232.32.080 DIG/LAY/BACKFILL SD (CULVERTS) (Unreviewed) Quantity: 80.00 Unit: LF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	141.88	156.75	298.62	247.20	118.80	0.00	0.00	0.00	664.62
Total	11,350.26	12,539.64	23,889.90	19,776.07	9,504.00	0.00	0.00	0.00	53,169.97

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
545.8246	0.6000	1.6667	909.7077	6.0000	13.3333	0.0750	8,861.6617

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
246.4800	0.3246	3.0810	96.9243	141.8783

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: EWEXC Excavator Crew Prod: S 6 Eff: 100.00 Crew Hrs: 48.00 Labor Pcs: 5.01 Equipment Pcs: 5.01

Notes: FIGURE TO BACKFILL APPROXIMATELY 20' IN LENGTH BY 24' IN WIDTH = 480 SF X 5' DEEP / 27 CY / CF = 88 CY

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2CONC5SK	5 Sack Concrete 711/OUTSIDE	1.00	88.00	CY	100.00	108.00	108.00	9,504.00

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

8	.------ EQUIP ------.	0.01	0.48	HR	0.15	100.00	0.15	0.07
8EX320	Cat 320 Excavator	1.00	48.00	HR	130.00	100.00	130.00	6,240.00
8FMPUO	ForeOP PU	1.00	48.00	HR	11.00	100.00	11.00	528.00
8TKGS	Grade Setter Pickup	1.00	48.00	HR	16.00	100.00	16.00	768.00
8ZDZD6	Rented Cat D6 Dozer	1.00	48.00	HR	140.00	100.00	140.00	6,720.00
8ZWT	Operated Water Truck Rental	1.00	48.00	HR	115.00	100.00	115.00	5,520.00
FM0	-----LABOR-----	0.01	0.48	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	54.00	MH	51.42	105.56	109.33	5,903.90
LGEN	General Labor	1.00	48.00	MH	31.55	100.00	71.47	3,430.69
ODOZ	Dozer Opr	1.00	48.00	MH	46.93	100.00	99.62	4,781.57
OEX	Excavator Opr	1.00	48.00	MH	49.89	100.00	103.86	4,985.29
OGS	Gradesetter	1.00	48.00	MH	47.03	100.00	99.76	4,788.45

Activity: 254.54.010 BUY AB (RAM2) (Unreviewed) Quantity: 1500.00 Unit: TON

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2AGGGRIABREC	AB 3/4" Recycled	1.00	1,500.00	TON	9.00	100.00	9.00	13,500.00

Activity: 254.54.024 HAUL AB (MEGAS/TRANSFERS) (Unreviewed) Quantity: 1.00 Unit: TON

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5M	Mega Dump	1.00	1,500.00	TON	8.00	100.00	8.00	12,000.00

Biditem

30

HMA PAVING

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	2,390.43	2,726.08	5,116.51	3,272.01	6,000.00	0.00	0.00	2,000.00	16,388.52
Total	2,390.43	2,726.08	5,116.51	3,272.01	6,000.00	0.00	0.00	2,000.00	16,388.52

Manhours	Unit/MH	MH/Unit	$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
57.0800	0.0175	57.0800	287.1149	41.8786	89.6375	0.1250

Activity: 261.61.010 BUY HMA (3/4" TYPE.A) (Unreviewed) Quantity: 18.00 Unit: TON

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: FIGURE TO PATCH PAVE APPROXIMATELY 20' IN LENGTH BY 24' IN WIDTH X .5' X .075 = 18 TONS

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2ACGRI.75	AC PG 3/4"	1.00	100.00	TON	60.00	100.00	60.00	6,000.00

Activity: 261.61.024 HAUL HMA/RHMA (MEGAS/TRANSFERS) (Unreviewed) Quantity: 8.00 Unit: HR

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5T	Transfers	1.00	16.00	HR	125.00	100.00	125.00	2,000.00

Activity: 261.61.040 PLACE HMA . TRENCH PATCH (Unreviewed) Quantity: 1.00 Unit: SF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	2,390.43	2,726.08	5,116.51	3,272.01	0.00	0.00	0.00	0.00	8,388.52
Total	2,390.43	2,726.08	5,116.51	3,272.01	0.00	0.00	0.00	0.00	8,388.52

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
8,388.5200	8.0000	0.1250	1,048.5650	1.0000	1.0000	1.0000	8,388.5200

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

57.0800	0.0175	57.0800	89.6375	2,390.4300	

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: ACP (Mod) Asphalt Patch Crew Prod: S 1 Eff: 100.00 Crew Hrs: 8.00 Labor Pcs: 7.01 Equipment Pcs: 7.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	0.01	0.08	HR	0.15	100.00	0.13	0.01
8FMPUO	ForeOP PU	1.00	8.00	HR	11.00	100.00	11.00	88.00
8PDD22	IR DD22	1.00	8.00	HR	43.00	100.00	43.00	344.00
8PPAV	CR 551 Paver	1.00	8.00	HR	215.00	100.00	215.00	1,720.00
8PPOT	Bit Pot	1.00	8.00	HR	20.00	100.00	20.00	160.00
8PRAKERPU	Raker Pickup	1.00	8.00	HR	16.00	100.00	16.00	128.00
8TK10WL	10 Wheel + Lbr	1.00	8.00	HR	54.00	100.00	54.00	432.00
8TRSKIP	Case 570 Skip Tractor	1.00	8.00	HR	50.00	100.00	50.00	400.00
FM0	-----LABOR-----	0.01	0.08	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	9.00	MH	51.42	105.56	109.33	983.99
LRAKE	AC Raker	2.00	16.00	MH	32.50	100.00	72.84	1,165.36
LSHOV	AC Shoveler	1.00	8.00	MH	31.65	100.00	71.62	572.92
OLDR	Loader >_ 7 Opr	1.00	8.00	MH	47.03	100.00	99.76	798.08
OPAV	Paver Opr	1.00	8.00	MH	47.03	100.00	99.76	798.08
OROLL	Asphalt Roller	1.00	8.00	MH	47.03	100.00	99.76	798.08

Biditem

99999

GENERAL ACCOUNT

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	954.35	1,117.69	2,072.04	1,402.19	0.00	2,009.67	0.00	0.00	5,483.90
Total	954.35	1,117.69	2,072.04	1,402.19	0.00	2,009.67	0.00	0.00	5,483.90

Manhours	Unit/MH	MH/Unit	$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
25.0800	0.0399	25.0800	218.6563	38.0522	82.6172	0.1250

Activity: 950.95.026 DRONE USAGE Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Activity: 950.95.001 PROJECT SUPERVISION (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FIELDCLRK	Field Office Clerk	0.00	0.00	MTH	5,000.00	100.00	0.00	0.00
3FIELDENG	Field Engineer	0.00	0.00	MTH	15,000.00	100.00	0.00	0.00
3OFFENG	Office Engineer	0.00	0.00	MTH	15,000.00	100.00	0.00	0.00
3PROJECTMGR	Project Manager	0.00	0.00	MTH	17,000.00	100.00	0.00	0.00
3SCHEDENG	CPM Engineer	0.00	0.00	MTH	15,000.00	100.00	0.00	0.00
3SUPER	Project Superintendent	0.00	0.00	MTH	17,000.00	100.00	0.00	0.00

Activity: 950.95.002 POTHOLE UTILITIES (Unreviewed) Quantity: 1.00 Unit: SH

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	954.35	1,117.69	2,072.04	936.01	0.00	0.00	0.00	0.00	3,008.05
Total	954.35	1,117.69	2,072.04	936.01	0.00	0.00	0.00	0.00	3,008.05

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
3,008.0500	8.0000	0.1250	376.0063	1.0000	1.0000	1.0000	3,008.0500

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
25.0800	0.0399	25.0800	82.6172	954.3500

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: MILOC (Mod) Locate/Pothole Utilities Prod: S 1 Eff: 100.00 Crew Hrs: 8.00 Labor Pcs: 3.01 Equipment Pcs: 3.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	0.01	0.08	HR	0.15	100.00	0.13	0.01
8FMPUO	ForeOP PU	1.00	8.00	HR	11.00	100.00	11.00	88.00
8TKFLATL	Fltrack + Lab	1.00	8.00	HR	36.00	100.00	36.00	288.00
8ZVAC	Vac Trailer Rental- $500/day	1.00	8.00	HR	70.00	100.00	70.00	560.00
FM0	-----LABOR-----	0.01	0.08	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	9.00	MH	49.02	105.56	105.74	951.64
LGEN	General Labor	2.00	16.00	MH	30.54	100.00	70.03	1,120.40

Activity: 950.95.003 JOB SET-UP / PRE-CONST MEETING (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: PREVIS (Mod) Pre work site visit Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 1.01 Equipment Pcs: 2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	1.00	0.00	HR	0.15	100.00	0.00	0.00
8FMPUO	ForeOP PU	1.00	0.00	HR	11.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	0.00	MH	49.02	100.00	0.00	0.00

Activity: 950.95.004 MECHANIC (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	921.92	0.00	0.00	921.92
Total	0.00	0.00	0.00	0.00	0.00	921.92	0.00	0.00	921.92

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: ZZZ (Mod) Blank Crew Prod: S 1 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 1.01 Equipment Pcs: 1.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3*DE	Mechanic Add	1.00	23,048.08	EQP$	0.04	100.00	0.04	921.92
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8TKMECH	Mechanic & Truck	1.00	0.00	HR	40.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
OMECH	Mechanic	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.005 LUBEMAN (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: ZZZ (Mod) Blank Crew Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 1.01 Equipment Pcs: 1.01

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8TKLUBE	Lubeman & Truck	1.00	0.00	HR	44.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
OMECH	Mechanic	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.008 SMALL TOOLS (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	466.18	0.00	1,087.75	0.00	0.00	1,553.93
Total	0.00	0.00	0.00	466.18	0.00	1,087.75	0.00	0.00	1,553.93

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: 3% of total burdened labor

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3*TL	Small Tools	1.00	31,078.45	TLB$	0.04	100.00	0.04	1,087.75
3BARCD	Misc barricades	0.00	1.00	LS	0.00	100.00	0.00	0.00
3CONES	Cones	0.00	0.00	EA	10.00	100.00	0.00	0.00
3CONSTSIGN	Misc Construction signs	0.00	1.00	LS	0.00	100.00	0.00	0.00
3DELINEAT	Delineators	0.00	0.00	EA	15.00	100.00	0.00	0.00
3NOPARK	No parking signs/barricades	0.00	1.00	LS	0.00	100.00	0.00	0.00
3TABS	Temp overlay mrkrs (500 bx)	0.00	0.00	BX	250.00	100.00	0.00	0.00
3TCPCKG	Standard TC package (ea)	0.00	0.00	SHFT	200.00	100.00	0.00	0.00
3TEMPTAPE	Temporary Tape 4" wide 150'	0.00	0.00	EA	100.00	100.00	0.00	0.00
811*TL	→ GPS Equipment	1.00	31,078.45	TLB$	0.02	100.00	0.02	466.18

Activity: 950.95.009 MISC PROJECT / OVERHEAD COST (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3ADDINS	Additional Insurance	1.00	1.00	LS	0.00	100.00	0.00	0.00
3ARROWBD	Arrow Board	0.00	0.00	MTH	350.00	100.00	0.00	0.00
3CONCWASH	concrete washout	0.00	0.00	EA	750.00	100.00	0.00	0.00
3DRNKWATER	Drinking Water	0.00	0.00	WK	100.00	100.00	0.00	0.00
3DUMPSTER	DUMPSTER	0.00	0.00	MO	350.00	100.00	0.00	0.00
3ENCR	Encroachment Permit/Other	1.00	0.00	LS	500.00	100.00	0.00	0.00
3EQPTLIGHTS	Night lights/genset for eqpt	0.00	0.00	SHFT	125.00	100.00	0.00	0.00
3GPSMODEL	GPS Model	1.00	0.00	EA	2,500.00	100.00	0.00	0.00
3LD'S	LIQUIDATED DAMAGES	1.00	0.00	DY	3,000.00	100.00	0.00	0.00
3LIGHT TOWER	Light Tower (EA)	0.00	0.00	MTH	1,000.00	100.00	0.00	0.00
3PCMS	RENT PCMS	0.00	0.00	MTH	1,000.00	100.00	0.00	0.00
3SECURITY	Security guard for eqpt/yard	0.00	0.00	LS	0.00	100.00	0.00	0.00
3SIGNS	SPECIAL SIGNS	0.00	0.00	EA	125.00	100.00	0.00	0.00
3TCRUMBLESTR	RUMBLE STRIPS FOR TC	1.00	0.00	SH	100.00	100.00	0.00	0.00
3TOILET	Portable Toilet	0.00	0.00	MTH	250.00	100.00	0.00	0.00

Activity: 950.95.010 BUY/DEVELOP WATER (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3WATERDEVLOP	BUY WATER	0.00	0.00	LS	2,500.00	100.00	0.00	0.00

Activity: 950.95.011 FIELD OFFICE / YARD COST (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FIELDOFF	Field Office Rent	0.00	0.00	MO	500.00	100.00	0.00	0.00
3FIELDUTIL	Field Office Utilities	0.00	0.00	MO	2,500.00	100.00	0.00	0.00
3HOOKUP	Field office Hookup	0.00	0.00	LS	2,500.00	100.00	0.00	0.00

Activity: 950.95.012 WINTERIZATION (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: MICU (Mod) Clean Up Crew Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 3.01 Equipment Pcs: 3.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3WINTERMATL	Winterization Materials	0.00	0.00	LS	1,500.00	100.00	0.00	0.00
5TRUCK	Misc Trucking	0.00	0.00	HR	95.00	100.00	0.00	0.00
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8FMPUO	ForeOP PU	1.00	0.00	HR	11.00	100.00	0.00	0.00
8TKFLATL	Fltrack + Lab	1.00	0.00	HR	36.00	100.00	0.00	0.00
8TRSKIP	Case 570 Skip Tractor	1.00	0.00	HR	50.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	0.00	MH	49.02	105.56	0.00	0.00
LGEN	General Labor	1.00	0.00	MH	30.54	100.00	0.00	0.00
OLDR	Loader >_ 7 Opr	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.013 FINAL CLEAN-UP (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: MICU (Mod) Clean Up Crew Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 3.01 Equipment Pcs: 3.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FINALMTLS	Final Clean up Mtls	0.00	0.00	LS	1,500.00	100.00	0.00	0.00
4SWEEP	Sweeping - Sub	1.00	0.00	HR	165.00	100.00	0.00	0.00
5FINALTRKNG	Final Clean up Trucking	0.00	0.00	HR	95.00	100.00	0.00	0.00
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8FMPUO	ForeOP PU	1.00	0.00	HR	11.00	100.00	0.00	0.00
8TKFLATL	Fltrack + Lab	1.00	0.00	HR	36.00	100.00	0.00	0.00
8TRSKIP	Case 570 Skip Tractor	1.00	0.00	HR	50.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	0.00	MH	49.02	105.56	0.00	0.00
LGEN	General Labor	1.00	0.00	MH	30.54	100.00	0.00	0.00
OLDR	Loader >_ 7 Opr	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.014 QC/QA COST (Unreviewed) Quantity: 1.00 Unit: TON

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: Images/Docs Attached

THIS IS MEANT TO COINCIDE WITH TWINING'S QUOTES - GET WITH PHIL READER WITH QUESTIONS ON WHAT SHOULD BE INCLUDED

```
4QCQA1  Quality Control Plan                  $800.00  LS     LUMP SUM
4QCQA2  Pre-pave meeting                      $140.00  HR     Estimated Hours (Default to 8 hrs)
4QCQA3  Field Technician                       $82.00  HR     regular time
4QCQA4  Field Technician OT                   $115.00  HR     Overtime hours
4QCQA5  Field Technician Per Diem             $100.00  DAY    per day
4QCQA6  Inspector                            $82.00 HR       regular time
4QCQA7  Inspector OT                          $115.00  HR     Overtime hours
4QCQA8  Sample Pickup                          $75.00  HR     per hour (regular time)
4QCQA9  QC Manager                            $140.00  SHIFT  one hour per shift figured

4QCQA10  Theoretical Max Density (RICE)     $175.00     EA     1 per day for first 5 days of production. 1 per 4,000 tons or
fraction therof or 2 per 5 days whichever is greater

4QCQA11 TSR test                              $800.00          EA     1 test per 10,000 tons or 1 per project minimum
4QCQA12 Hamburg Wheel Track test            $1,250.00          EA     1 test per 10,000 tons or 1 per project minimum
4QCQA13 LA Rattler Test                $150.00       EA      1 test per 10,000 tons or 2 per project minimum
4QCQA14 Fine Aggregate Angularity test  $200.00      EA      1 test per 10,000 tons or 2 per project minimum
4QCQA15 Flat and Elongated Particle test      $150.00          EA     1 test per 10,000 tons or 2 per project minimum
4QCQA16 Percent of Crushed Particles test     $100.00          EA     1 test per 10,000 tons or 2 per project minimum
4QCQA17 inertial profiler                   $2,500.00          SHIFT  per 8 hour weeknight or weekday shift
4QCQA18 Layout for profile grinder          $1,200.00          SHIFT  required when profile grinding
4QCQA19 profile grinder              $10,500.00    SHIFT    per 8 hour weeknight or weekday shift
4QCQA20 TC for profile grinder        $2,000.00     SHIFT    Only use if not included in the TC Item
```

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
4QCQA01	Quality Control Plan	1.00	0.00	LS	800.00	100.00	0.00	0.00
4QCQA02	Pre-Pave Meeting	1.00	0.00	HR	140.00	100.00	0.00	0.00
4QCQA03	Field Technician	1.00	0.00	HR	82.00	100.00	0.00	0.00
4QCQA04	Field Technician OT	1.00	0.00	HR	115.00	100.00	0.00	0.00
4QCQA05	Field Technician Per Diem	1.00	0.00	DAY	100.00	100.00	0.00	0.00
4QCQA06	Inspector	1.00	0.00	HR	82.00	100.00	0.00	0.00
4QCQA07	Inspector OT	1.00	0.00	HR	115.00	100.00	0.00	0.00
4QCQA08	Sample Pickup	1.00	0.00	HR	75.00	100.00	0.00	0.00
4QCQA09	QC Manager	1.00	0.00	SH	140.00	100.00	0.00	0.00
4QCQA10	Theoretical Max Density-RICE	1.00	0.00	EA	175.00	100.00	0.00	0.00
4QCQA11	TSR Test	1.00	0.00	EA	800.00	100.00	0.00	0.00
4QCQA12	Hamburg Wheel Track Test	1.00	0.00	EA	1,250.00	100.00	0.00	0.00
4QCQA13	LA Rattler Test	1.00	0.00	EA	150.00	100.00	0.00	0.00
4QCQA14	Fine Aggregate Angularity	1.00	0.00	EA	200.00	100.00	0.00	0.00
4QCQA15	Flat & Elongated Particle	1.00	0.00	EA	150.00	100.00	0.00	0.00
4QCQA16	Percent of Crushed Particles	1.00	0.00	EA	100.00	100.00	0.00	0.00
4QCQA17	Inertail Profiler	1.00	0.00	SH	2,500.00	100.00	0.00	0.00
4QCQA18	Layout for diamond grinder	1.00	0.00	SH	1,200.00	100.00	0.00	0.00
4QCQA19	Profile Grinder	1.00	0.00	SH	5,500.00	100.00	0.00	0.00
4QCQA20	TC for profile grinder	1.00	0.00	SH	2,000.00	100.00	0.00	0.00

Activity: 950.95.015 LABOR / EQUIPMENT ESCALATIONS (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: Labor increase - 3% of total burdened labor

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3LABORINCR	Labor Increase	0.00	0.00	$	0.03	100.00	0.00	0.00

Activity: 950.95.016 SUBSISTANCE COST (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3SUBSISTANCE	SUBSISTANCE COST	1.00	0.00	MDAY	0.00	100.00	0.00	0.00

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

Activity: 950.95.018 BOND COST (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3BOND	BOND COST	0.00	0.00	LS	0.00	100.00	0.00	0.00

Activity: 950.95.020 RAILROAD PERMIT/INSURANCE/FLAGGING (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FLAGRAIL	RAILROAD FLAGGERS- UNION P.	0.00	0.00	DY	800.00	100.00	0.00	0.00
3PERMIT	RAIL ROAD PERMIT/FLAGGING	0.00	0.00	LS	5,000.00	100.00	0.00	0.00

Activity: 950.95.021 DRB/PARTNERING (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3DRB	DBR Dollars	0.00	0.00	LS	22,500.00	100.00	0.00	0.00
3PARTNER	Partnering	0.00	0.00	LS	2,500.00	100.00	0.00	0.00

Activity: 950.95.022 TRAVEL COST (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3TRAVELCOST	TRAVEL COST	0.00	0.00	EA	500.00	100.00	0.00	0.00

Activity: 950.95.024 TIME CARD REJECTS (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Activity: 950.95.025 RENTAL EQUIPMENT FUEL (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
Total	14,695	16,383	31,078	24,450	29,004	2,010	11,750	32,000	130,292

Job Notes

LABOR UPDATED 06-24-20 (GOOD THROUGH JULY 1, 2021)

**********Estimate created on: 03/27/2020 by User#: 45 - stacyc
Source estimate used: S:\HEAVYBID\GRI\EST\2019-20AREA1

**********Estimate created on: 03/18/2021 by User#: 58 - David Cox
Source estimate used: S:\HEAVYBID\GRI\EST\2020-21AREA1

Calendars Used In Estimate

508 Five - 8 Hr Day

Attachment: C21-039 George Reed Inc (6511 : Emergency Road Repair - George Reed)

Cost Report

Biditem **10**

MOBILIZATION

Takeoff Qty: 1.000 LS
Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	11,750.00	0.00	11,750.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	11,750.00	0.00	11,750.00

Activity: 950.95.007 MOB EQUIPMENT (Unreviewed) Quantity: 77.00 Unit: HR

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	152.60	0.00	152.60
Total	0.00	0.00	0.00	0.00	0.00	0.00	11,750.00	0.00	11,750.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: [[Attached Files: Mobilization Worksheet for HeavyBid 03-07-19.xlsx]]

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
4MOB	Mobilization - Sub	1.00	77.00	HR	130.00	100.00	130.00	10,010.00
4MOBPERMIT	Permit for Equipment Mob	1.00	9.00	EA	65.00	100.00	65.00	585.00
4MOBPILOT	Pilot Car for Mob	1.00	21.00	HR	55.00	100.00	55.00	1,155.00

Biditem **20**

DIG / LAY / BACKFILL ARCH PIPE

Takeoff Qty: 1.000 LS
Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	11,350.26	12,539.64	23,889.90	19,776.07	23,004.00	0.00	0.00	30,000.00	96,669.97
Total	11,350.26	12,539.64	23,889.90	19,776.07	23,004.00	0.00	0.00	30,000.00	96,669.97

Manhours	Unit/MH	MH/Unit	$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
246.4800	0.0041	246.4800	392.2021	46.0494	96.9243	0.0208

Activity: 232.32.020 HAUL SPOILS SD (TRUCKING ONLY) (Unreviewed) Quantity: 32.00 Unit: HR

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5M	Mega Dump	1.00	144.00	HR	125.00	100.00	125.00	18,000.00

Activity: 232.32.080 DIG/LAY/BACKFILL SD (CULVERTS) (Unreviewed) Quantity: 80.00 Unit: LF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	141.88	156.75	298.62	247.20	118.80	0.00	0.00	0.00	664.62
Total	11,350.26	12,539.64	23,889.90	19,776.07	9,504.00	0.00	0.00	0.00	53,169.97

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
545.8246	0.6000	1.6667	909.7077	6.0000	13.3333	0.0750	8,861.6617

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
246.4800	0.3246	3.0810	96.9243	141.8783

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: EWEXC Excavator Crew Prod: S 6 Eff: 100.00 Crew Hrs: 48.00 Labor Pcs: 5.01 Equipment Pcs: 5.01

Notes: FIGURE TO BACKFILL APPROXIMATELY 20' IN LENGTH BY 24' IN WIDTH = 480 SF X 5' DEEP / 27 CY / CF = 88 CY

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2CONC5SK	5 Sack Concrete 711/OUTSIDE	1.00	88.00	CY	100.00	108.00	108.00	9,504.00

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

8	.------ EQUIP ------.	0.01	0.48	HR	0.15	100.00	0.15	0.07
8EX320	Cat 320 Excavator	1.00	48.00	HR	130.00	100.00	130.00	6,240.00
8FMPUO	ForeOP PU	1.00	48.00	HR	11.00	100.00	11.00	528.00
8TKGS	Grade Setter Pickup	1.00	48.00	HR	16.00	100.00	16.00	768.00
8ZDZD6	Rented Cat D6 Dozer	1.00	48.00	HR	140.00	100.00	140.00	6,720.00
8ZWT	Operated Water Truck Rental	1.00	48.00	HR	115.00	100.00	115.00	5,520.00
FM0	-----LABOR-----	0.01	0.48	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	54.00	MH	51.42	105.56	109.33	5,903.90
LGEN	General Labor	1.00	48.00	MH	31.55	100.00	71.47	3,430.69
ODOZ	Dozer Opr	1.00	48.00	MH	46.93	100.00	99.62	4,781.57
OEX	Excavator Opr	1.00	48.00	MH	49.89	100.00	103.86	4,985.29
OGS	Gradesetter	1.00	48.00	MH	47.03	100.00	99.76	4,788.45

Activity: 254.54.010 BUY AB (RAM2) (Unreviewed) Quantity: 1500.00 Unit: TON

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2AGGGRIABREC	AB 3/4" Recycled	1.00	1,500.00	TON	9.00	100.00	9.00	13,500.00

Activity: 254.54.024 HAUL AB (MEGAS/TRANSFERS) (Unreviewed) Quantity: 1.00 Unit: TON

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5M	Mega Dump	1.00	1,500.00	TON	8.00	100.00	8.00	12,000.00

Biditem

30

HMA PAVING

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	2,390.43	2,726.08	5,116.51	3,272.01	6,000.00	0.00	0.00	2,000.00	16,388.52
Total	2,390.43	2,726.08	5,116.51	3,272.01	6,000.00	0.00	0.00	2,000.00	16,388.52

Manhours	Unit/MH	MH/Unit	$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
57.0800	0.0175	57.0800	287.1149	41.8786	89.6375	0.1250

Activity: 261.61.010 BUY HMA (3/4" TYPE.A) (Unreviewed) Quantity: 18.00 Unit: TON

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: FIGURE TO PATCH PAVE APPROXIMATELY 20' IN LENGTH BY 24' IN WIDTH X .5' X .075 = 18 TONS

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2ACGRI.75	AC PG 3/4"	1.00	100.00	TON	60.00	100.00	60.00	6,000.00

Activity: 261.61.024 HAUL HMA/RHMA (MEGAS/TRANSFERS) (Unreviewed) Quantity: 8.00 Unit: HR

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5T	Transfers	1.00	16.00	HR	125.00	100.00	125.00	2,000.00

Activity: 261.61.040 PLACE HMA . TRENCH PATCH (Unreviewed) Quantity: 1.00 Unit: SF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	2,390.43	2,726.08	5,116.51	3,272.01	0.00	0.00	0.00	0.00	8,388.52
Total	2,390.43	2,726.08	5,116.51	3,272.01	0.00	0.00	0.00	0.00	8,388.52

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
8,388.5200	8.0000	0.1250	1,048.5650	1.0000	1.0000	1.0000	8,388.5200

Manhours	Unit/MH	MH/Unit	Total Labor/MH	

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

57.0800	0.0175	57.0800	89.6375	2,390.4300

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: ACP (Mod) Asphalt Patch Crew Prod: S 1 Eff: 100.00 Crew Hrs: 8.00 Labor Pcs: 7.01 Equipment Pcs: 7.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	0.01	0.08	HR	0.15	100.00	0.13	0.01
8FMPUO	ForeOP PU	1.00	8.00	HR	11.00	100.00	11.00	88.00
8PDD22	IR DD22	1.00	8.00	HR	43.00	100.00	43.00	344.00
8PPAV	CR 551 Paver	1.00	8.00	HR	215.00	100.00	215.00	1,720.00
8PPOT	Bit Pot	1.00	8.00	HR	20.00	100.00	20.00	160.00
8PRAKERPU	Raker Pickup	1.00	8.00	HR	16.00	100.00	16.00	128.00
8TK10WL	10 Wheel + Lbr	1.00	8.00	HR	54.00	100.00	54.00	432.00
8TRSKIP	Case 570 Skip Tractor	1.00	8.00	HR	50.00	100.00	50.00	400.00
FM0	-----LABOR-----	0.01	0.08	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	9.00	MH	51.42	105.56	109.33	983.99
LRAKE	AC Raker	2.00	16.00	MH	32.50	100.00	72.84	1,165.36
LSHOV	AC Shoveler	1.00	8.00	MH	31.65	100.00	71.62	572.92
OLDR	Loader >_ 7 Opr	1.00	8.00	MH	47.03	100.00	99.76	798.08
OPAV	Paver Opr	1.00	8.00	MH	47.03	100.00	99.76	798.08
OROLL	Asphalt Roller	1.00	8.00	MH	47.03	100.00	99.76	798.08

Biditem

99999

GENERAL ACCOUNT

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	954.35	1,117.69	2,072.04	1,402.19	0.00	2,009.67	0.00	0.00	5,483.90
Total	954.35	1,117.69	2,072.04	1,402.19	0.00	2,009.67	0.00	0.00	5,483.90

Manhours	Unit/MH	MH/Unit	$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
25.0800	0.0399	25.0800	218.6563	38.0522	82.6172	0.1250

Activity: 950.95.026 DRONE USAGE Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Activity: 950.95.001 PROJECT SUPERVISION (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FIELDCLRK	Field Office Clerk	0.00	0.00	MTH	5,000.00	100.00	0.00	0.00
3FIELDENG	Field Engineer	0.00	0.00	MTH	15,000.00	100.00	0.00	0.00
3OFFENG	Office Engineer	0.00	0.00	MTH	15,000.00	100.00	0.00	0.00
3PROJECTMGR	Project Manager	0.00	0.00	MTH	17,000.00	100.00	0.00	0.00
3SCHEDENG	CPM Engineer	0.00	0.00	MTH	15,000.00	100.00	0.00	0.00
3SUPER	Project Superintendent	0.00	0.00	MTH	17,000.00	100.00	0.00	0.00

Activity: 950.95.002 POTHOLE UTILITIES (Unreviewed) Quantity: 1.00 Unit: SH

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	954.35	1,117.69	2,072.04	936.01	0.00	0.00	0.00	0.00	3,008.05
Total	954.35	1,117.69	2,072.04	936.01	0.00	0.00	0.00	0.00	3,008.05

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
3,008.0500	8.0000	0.1250	376.0063	1.0000	1.0000	1.0000	3,008.0500

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
25.0800	0.0399	25.0800	82.6172	954.3500

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: MILOC (Mod) Locate/Pothole Utilities Prod: S 1 Eff: 100.00 Crew Hrs: 8.00 Labor Pcs: 3.01 Equipment Pcs: 3.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	0.01	0.08	HR	0.15	100.00	0.13	0.01
8FMPUO	ForeOP PU	1.00	8.00	HR	11.00	100.00	11.00	88.00
8TKFLATL	Fltrack + Lab	1.00	8.00	HR	36.00	100.00	36.00	288.00
8ZVAC	Vac Trailer Rental- $500/day	1.00	8.00	HR	70.00	100.00	70.00	560.00
FM0	-----LABOR-----	0.01	0.08	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	9.00	MH	49.02	105.56	105.74	951.64
LGEN	General Labor	2.00	16.00	MH	30.54	100.00	70.03	1,120.40

Activity: 950.95.003 JOB SET-UP / PRE-CONST MEETING (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: PREVIS (Mod) Pre work site visit Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 1.01 Equipment Pcs: 2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	1.00	0.00	HR	0.15	100.00	0.00	0.00
8FMPUO	ForeOP PU	1.00	0.00	HR	11.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	0.00	MH	49.02	100.00	0.00	0.00

Activity: 950.95.004 MECHANIC (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	921.92	0.00	0.00	921.92
Total	0.00	0.00	0.00	0.00	0.00	921.92	0.00	0.00	921.92

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: ZZZ (Mod) Blank Crew Prod: S 1 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 1.01 Equipment Pcs: 1.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3*DE	Mechanic Add	1.00	23,048.08	EQP$	0.04	100.00	0.04	921.92
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8TKMECH	Mechanic & Truck	1.00	0.00	HR	40.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
OMECH	Mechanic	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.005 LUBEMAN (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: ZZZ (Mod) Blank Crew Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 1.01 Equip

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8TKLUBE	Lubeman & Truck	1.00	0.00	HR	44.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
OMECH	Mechanic	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.008 SMALL TOOLS (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	466.18	0.00	1,087.75	0.00	0.00	1,553.93
Total	0.00	0.00	0.00	466.18	0.00	1,087.75	0.00	0.00	1,553.93

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: 3% of total burdened labor

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3*TL	Small Tools	1.00	31,078.45	TLB$	0.04	100.00	0.04	1,087.75
3BARCD	Misc barricades	0.00	1.00	LS	0.00	100.00	0.00	0.00
3CONES	Cones	0.00	0.00	EA	10.00	100.00	0.00	0.00
3CONSTSIGN	Misc Construction signs	0.00	1.00	LS	0.00	100.00	0.00	0.00
3DELINEAT	Delineators	0.00	0.00	EA	15.00	100.00	0.00	0.00
3NOPARK	No parking signs/barricades	0.00	1.00	LS	0.00	100.00	0.00	0.00
3TABS	Temp overlay mrkrs (500 bx)	0.00	0.00	BX	250.00	100.00	0.00	0.00
3TCPCKG	Standard TC package (ea)	0.00	0.00	SHFT	200.00	100.00	0.00	0.00
3TEMPTAPE	Temporary Tape 4" wide 150'	0.00	0.00	EA	100.00	100.00	0.00	0.00
811*TL	→ GPS Equipment	1.00	31,078.45	TLB$	0.02	100.00	0.02	466.18

Activity: 950.95.009 MISC PROJECT / OVERHEAD COST (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3ADDINS	Additional Insurance	1.00	1.00	LS	0.00	100.00	0.00	0.00
3ARROWBD	Arrow Board	0.00	0.00	MTH	350.00	100.00	0.00	0.00
3CONCWASH	concrete washout	0.00	0.00	EA	750.00	100.00	0.00	0.00
3DRNKWATER	Drinking Water	0.00	0.00	WK	100.00	100.00	0.00	0.00
3DUMPSTER	DUMPSTER	0.00	0.00	MO	350.00	100.00	0.00	0.00
3ENCR	Encroachment Permit/Other	1.00	0.00	LS	500.00	100.00	0.00	0.00
3EQPTLIGHTS	Night lights/genset for eqpt	0.00	0.00	SHFT	125.00	100.00	0.00	0.00
3GPSMODEL	GPS Model	1.00	0.00	EA	2,500.00	100.00	0.00	0.00
3LD'S	LIQUIDATED DAMAGES	1.00	0.00	DY	3,000.00	100.00	0.00	0.00
3LIGHT TOWER	Light Tower (EA)	0.00	0.00	MTH	1,000.00	100.00	0.00	0.00
3PCMS	RENT PCMS	0.00	0.00	MTH	1,000.00	100.00	0.00	0.00
3SECURITY	Security guard for eqpt/yard	0.00	0.00	LS	0.00	100.00	0.00	0.00
3SIGNS	SPECIAL SIGNS	0.00	0.00	EA	125.00	100.00	0.00	0.00
3TCRUMBLESTR	RUMBLE STRIPS FOR TC	1.00	0.00	SH	100.00	100.00	0.00	0.00
3TOILET	Portable Toilet	0.00	0.00	MTH	250.00	100.00	0.00	0.00

Activity: 950.95.010 BUY/DEVELOP WATER (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3WATERDEVLOP	BUY WATER	0.00	0.00	LS	2,500.00	100.00	0.00	0.00

Activity: 950.95.011 FIELD OFFICE / YARD COST (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FIELDOFF	Field Office Rent	0.00	0.00	MO	500.00	100.00	0.00	0.00
3FIELDUTIL	Field Office Utilities	0.00	0.00	MO	2,500.00	100.00	0.00	0.00
3HOOKUP	Field office Hookup	0.00	0.00	LS	2,500.00	100.00	0.00	0.00

Activity: 950.95.012 WINTERIZATION (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: MICU (Mod) Clean Up Crew Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 3.01 Equipment Pcs: 3.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3WINTERMATL	Winterization Materials	0.00	0.00	LS	1,500.00	100.00	0.00	0.00
5TRUCK	Misc Trucking	0.00	0.00	HR	95.00	100.00	0.00	0.00
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8FMPUO	ForeOP PU	1.00	0.00	HR	11.00	100.00	0.00	0.00
8TKFLATL	Fltrack + Lab	1.00	0.00	HR	36.00	100.00	0.00	0.00
8TRSKIP	Case 570 Skip Tractor	1.00	0.00	HR	50.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	0.00	MH	49.02	105.56	0.00	0.00
LGEN	General Labor	1.00	0.00	MH	30.54	100.00	0.00	0.00
OLDR	Loader >_ 7 Opr	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.013 FINAL CLEAN-UP (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Crew: MICU (Mod) Clean Up Crew Prod: 0 Eff: 100.00 Crew Hrs: 0.00 Labor Pcs: 3.01 Equipment Pcs: 3.01

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FINALMTLS	Final Clean up Mtls	0.00	0.00	LS	1,500.00	100.00	0.00	0.00
4SWEEP	Sweeping - Sub	1.00	0.00	HR	165.00	100.00	0.00	0.00
5FINALTRKNG	Final Clean up Trucking	0.00	0.00	HR	95.00	100.00	0.00	0.00
8	.------ EQUIP ------.	0.01	0.00	HR	0.15	100.00	0.00	0.00
8FMPUO	ForeOP PU	1.00	0.00	HR	11.00	100.00	0.00	0.00
8TKFLATL	Fltrack + Lab	1.00	0.00	HR	36.00	100.00	0.00	0.00
8TRSKIP	Case 570 Skip Tractor	1.00	0.00	HR	50.00	100.00	0.00	0.00
FM0	-----LABOR-----	0.01	0.00	MH	0.01	100.00	0.00	0.00
FMOP	Foreman Opr >7	1.00	0.00	MH	49.02	105.56	0.00	0.00
LGEN	General Labor	1.00	0.00	MH	30.54	100.00	0.00	0.00
OLDR	Loader >_ 7 Opr	1.00	0.00	MH	44.63	100.00	0.00	0.00

Activity: 950.95.014 QC/QA COST (Unreviewed) Quantity: 1.00 Unit: TON

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: Images/Docs Attached

THIS IS MEANT TO COINCIDE WITH TWINING'S QUOTES - GET WITH PHIL READER WITH QUESTIONS ON WHAT SHOULD BE INCLUDED

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4QCQA1  Quality Control Plan                  $800.00  LS      LUMP SUM
4QCQA2  Pre-pave meeting                      $140.00          HR      Estimated Hours (Default to 8 hrs)
4QCQA3  Field Technician                       $82.00          HR      regular time
4QCQA4  Field Technician OT                   $115.00          HR      Overtime hours
4QCQA5  Field Technician Per Diem              $100.00         DAY     per day
4QCQA6  Inspector                            $82.00 HR         regular time
4QCQA7  Inspector OT                          $115.00          HR      Overtime hours
4QCQA8  Sample Pickup                          $75.00          HR      per hour (regular time)
4QCQA9  QC Manager                            $140.00          SHIFT   one hour per shift figured

4QCQA10  Theoretical Max Density (RICE)     $175.00     EA      1 per day for first 5 days of production. 1 per 4,000 tons or
fraction therof or 2 per 5 days whichever is greater

4QCQA11 TSR test                                $800.00         EA      1 test per 10,000 tons or 1 per project minimum
4QCQA12 Hamburg Wheel Track test              $1,250.00         EA      1 test per 10,000 tons or 1 per project minimum
4QCQA13 LA Rattler Test                $150.00       EA       1 test per 10,000 tons or 2 per project minimum
4QCQA14 Fine Aggregate Angularity test  $200.00      EA       1 test per 10,000 tons or 2 per project minimum
4QCQA15 Flat and Elongated Particle test          $150.00       EA      1 test per 10,000 tons or 2 per project minimum
4QCQA16 Percent of Crushed Particles test         $100.00       EA      1 test per 10,000 tons or 2 per project minimum
4QCQA17 inertial profiler                       $2,500.00       SHIFT   per 8 hour weeknight or weekday shift
4QCQA18 Layout for profile grinder              $1,200.00       SHIFT   required when profile grinding
4QCQA19 profile grinder               $10,500.00    SHIFT     per 8 hour weeknight or weekday shift
4QCQA20 TC for profile grinder         $2,000.00    SHIFT     Only use if not included in the TC Item
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Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
4QCQA01	Quality Control Plan	1.00	0.00	LS	800.00	100.00	0.00	0.00
4QCQA02	Pre-Pave Meeting	1.00	0.00	HR	140.00	100.00	0.00	0.00
4QCQA03	Field Technician	1.00	0.00	HR	82.00	100.00	0.00	0.00
4QCQA04	Field Technician OT	1.00	0.00	HR	115.00	100.00	0.00	0.00
4QCQA05	Field Technician Per Diem	1.00	0.00	DAY	100.00	100.00	0.00	0.00
4QCQA06	Inspector	1.00	0.00	HR	82.00	100.00	0.00	0.00
4QCQA07	Inspector OT	1.00	0.00	HR	115.00	100.00	0.00	0.00
4QCQA08	Sample Pickup	1.00	0.00	HR	75.00	100.00	0.00	0.00
4QCQA09	QC Manager	1.00	0.00	SH	140.00	100.00	0.00	0.00
4QCQA10	Theoretical Max Density-RICE	1.00	0.00	EA	175.00	100.00	0.00	0.00
4QCQA11	TSR Test	1.00	0.00	EA	800.00	100.00	0.00	0.00
4QCQA12	Hamburg Wheel Track Test	1.00	0.00	EA	1,250.00	100.00	0.00	0.00
4QCQA13	LA Rattler Test	1.00	0.00	EA	150.00	100.00	0.00	0.00
4QCQA14	Fine Aggregate Angularity	1.00	0.00	EA	200.00	100.00	0.00	0.00
4QCQA15	Flat & Elongated Particle	1.00	0.00	EA	150.00	100.00	0.00	0.00
4QCQA16	Percent of Crushed Particles	1.00	0.00	EA	100.00	100.00	0.00	0.00
4QCQA17	Inertail Profiler	1.00	0.00	SH	2,500.00	100.00	0.00	0.00
4QCQA18	Layout for diamond grinder	1.00	0.00	SH	1,200.00	100.00	0.00	0.00
4QCQA19	Profile Grinder	1.00	0.00	SH	5,500.00	100.00	0.00	0.00
4QCQA20	TC for profile grinder	1.00	0.00	SH	2,000.00	100.00	0.00	0.00

Activity: 950.95.015 LABOR / EQUIPMENT ESCALATIONS (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Notes: Labor increase - 3% of total burdened labor

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3LABORINCR	Labor Increase	0.00	0.00	$	0.03	100.00	0.00	0.00

Activity: 950.95.016 SUBSISTANCE COST (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3SUBSISTANCE	SUBSISTANCE COST	1.00	0.00	MDAY	0.00	100.00	0.00	0.00

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

Activity: 950.95.018 BOND COST (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3BOND	BOND COST	0.00	0.00	LS	0.00	100.00	0.00	0.00

Activity: 950.95.020 RAILROAD PERMIT/INSURANCE/FLAGGING (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3FLAGRAIL	RAILROAD FLAGGERS- UNION P.	0.00	0.00	DY	800.00	100.00	0.00	0.00
3PERMIT	RAIL ROAD PERMIT/FLAGGING	0.00	0.00	LS	5,000.00	100.00	0.00	0.00

Activity: 950.95.021 DRB/PARTNERING (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3DRB	DBR Dollars	0.00	0.00	LS	22,500.00	100.00	0.00	0.00
3PARTNER	Partnering	0.00	0.00	LS	2,500.00	100.00	0.00	0.00

Activity: 950.95.022 TRAVEL COST (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3TRAVELCOST	TRAVEL COST	0.00	0.00	EA	500.00	100.00	0.00	0.00

Activity: 950.95.024 TIME CARD REJECTS (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Activity: 950.95.025 RENTAL EQUIPMENT FUEL (Unreviewed) Quantity: 1.00 Unit: LS

Calendar: 508 Five - 8 Hr Day Hrs/Shift: 8 WC: 5506 Construction

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
Total	14,695	16,383	31,078	24,450	29,004	2,010	11,750	32,000	130,292

Job Notes

LABOR UPDATED 06-24-20 (GOOD THROUGH JULY 1, 2021)

**********Estimate created on: 03/27/2020 by User#: 45 - stacyc
Source estimate used: S:\HEAVYBID\GRI\EST\2019-20AREA1

**********Estimate created on: 03/18/2021 by User#: 58 - David Cox
Source estimate used: S:\HEAVYBID\GRI\EST\2020-21AREA1

Calendars Used In Estimate

508 Five - 8 Hr Day

Attachment: Colusa County Budget Estimate Revised (6511 : Emergency Road Repair - George Reed)

CAT
335F
RW9M46
CAT
CAT
335F

Attachment: IMG_2204 (6511 : Emergency Road Repair - George Reed)

91803
DYNAPAC
DYNAPAC

Attachment: IMG_2262 (6511 : Emergency Road Repair - George Reed)

Attachment: IMG_2301 (6511 : Emergency Road Repair - George Reed)

COUNTY OF COLUSA, CA **3.16**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve License and Services Agreement with Tyler Technologies**

Approve License and Service agreement with **Tyler Technologies** for civil process software.

Detailed Description/Background of request

The current vendor/provider (Sirron) is ceasing operations at the end of this year and the owner is retiring. The Sheriff's Department can either continue to use the old Sirron software and take maintenance of the software in-house with the Sirron source code, which would require a third party be involved because they hold the Sirron software code in an escrow account.

The Department obtained quotes from Tyler Technologies and Teleosoft for replacement software. The Sheriff's Department and Purchasing and Procurement is requesting the to proceed with the purchase of Softcode from Tyler Technologies. The County already has a license to the Softcode CivilServe software which will save money since the County already has a license with this provider and will not incur a new license fee.

The project services, technical services and implementation services will have a one time fee of $24,340, and the maintenance and service fee is $2,094 annually.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted $26,434 (02331/002331, Acct # 53231)

Action for the Clerk

Tyler Technologies, Inc.
Attn: Chief Legal Officer
One Tyler Drive
Yarmouth, ME 04096

ATTACHMENTS:

- Proposal Tyler Technologies dtd February 9 2021 (PDF)
- Tyler Technologies -License and Service Agreement (PDF)

softcode™
a tyler courts & justice solution

Proposal

COURTS AND JUSTICE SOLUTIONS

Presented to: **Colusa County Sheriff's Office**
Colusa, CA
Attn: Lt. Neil Cotter

Proposal Date: February 9, 2021

Submitted by: Randy Dirks
TYLER TECHNOLOGIES, INC.
JUSTICE GROUP SOLUTIONS
62 Forest Street
Suite 130
Marlborough, MA 01752
307-277-6577
randy.dirks@tylertech.com

Attachment: Proposal Tyler Technologies dtd February 9 2021 (6497 : Approve License and Services Agreement with Tyler Technologies)

Investment Summary

Colusa County Sheriff's Office Proposal

softcode
a tyler courts & justice solution

Cost Breakdown

Proposal Valid for 180 Days

Software License Fees	Cost	Annual M&S 1st Year	Annual M&S 2nd Year
CivilServe, includes: (1 License)	Already Purchased	$2,094	$2,094
CivilView (Attorney Portal)			
SalesWeb (Sheriff's Sales Portal)			
CivilMobile Client License	$0	$0	$0
CivilQuery Server License	$0	$0	$0
CivilQuery Public License	$0	$0	$0
GIS Connector	$0	$0	$0
License Total	**$0**	**$2,094**	**$2,094**

Services	Hours	Project Cost
Project Services	40.00	$8,160
Technical Services	20.00	$3,640
Implementation Services	26.00	$12,540
Services Total	**86.00**	**$24,340**

(Yearly M&S Includes Tyler University Access)
(Yearly M&S Includes Dedicated CA CSAM)

Project Total *(Includes 1st Year M&S)* **$26,434**

Attachment: Proposal Tyler Technologies dtd February 9 2021 (6497 : Approve License and Services Agreement with Tyler Technologies)

Confidential

Software Licenses

Colusa County Sheriff's Office Proposal

softcode
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Product Centers

Proposal Valid for 180 Days

Modules/Options Included in Proposal	Qty	Base License Fee	License Fee	Annual M&S
CivilServe, includes: (1 License)	1	9,970	**Already Purchased**	2,094
CivilView (Attorney Portal)				
SalesWeb (Sheriff's Sales Portal)				
CivilMobile Client License	0	2,625		
CivilQuery Server License	0	5,000		
CivilQuery Public License	0	5,000		
GIS Connector	0	9,750		
Product Center Licenses			-	**2,094**

Total Product Center Licenses

	Total License Fee
	-

Attachment: Proposal Tyler Technologies dtd February 9 2021 (6497 : Approve License and Services Agreement with Tyler Technologies)

Professional Services

Colusa County Sheriff's Office Proposal

softcode
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Project Services by Activity

Proposal Valid for 180 Days

Project Services	Months	PM Dedication	Hours	Rate/Hour	Cost
Project Management	2.5	10%	40.00	204.00	$8,160.00
Subtotal - Project Services			**40.00**		**$8,160.00**

Technical Services	Days	Hours	Rate	Cost
Data Conversion	n/a	n/a	n/a	Included
Personalization & Report Customization	2.50	20.00	182.00	$3,640.00
County Specific Modifications	0.00	0.00	182.00	$0.00
Interfaces	0.00	0.00	182.00	$0.00
Subtotal - Technical Services		**20.00**		**$3,640.00**

Implementation Services	Days	Hours	Rate	Cost
Site Visit	0.50	4.00	204.00	$816.00
Business Analysis and Process Planning	1.25	10.00	204.00	$2,040.00
Configuration & Deployment	1.50	12.00	182.00	$2,184.00
Training & Go-Live Assistance (Remote)	5.00	n/a	1,500.00	$7,500.00
Additional Training (On-site)	0.00	n/a	1,500.00	$0.00
Additional Training (Remote)	0.00	n/a	1,500.00	$0.00
Odyssey Integration	0.00	0.00	182.00	$0.00
Subtotal - Implementation Services		**26.00**		**$12,540.00**

	Hours	Services Cost
Total Services	**86.00**	**$24,340.00**

Attachment: Proposal Tyler Technologies dtd February 9 2021 (6497 : Approve License and Services Agreement with Tyler Technologies)

Assumptions and Notes

Colusa County Sheriff's Office Proposal

softcode
a tyler courts & justice solution

Proposal Valid for 180 Days

Project Assumptions

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

Data Conversion

This quote includes 3 mock conversions and one final conversion. Source data must be provided to Tyler in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format.

Equipment

The Client will provide all servers, hardware, workstations, and peripheral equipment including scanners, barcode readers and printers. Server operating system, database licenses, and other Third Party Software required to run applications will be provided by the County

Client is reponsible for ensuring that all hardware meets minumum hardware and software requirements provided by Tyler.

CivilQuery Single site configuration included. Additional sites may require additional configuration services.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes a specific amount of training time. Training will be performed in a setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor. Training is conducted during normal business hours. The instructor will be remote and will not be on-site.

Training days include an amount of time for remote go-live assistance. Additional on-site or remote training and assistance can be purchased at Tyler's then current rate.

GIS Connector

GIS Connector will require specific web services to be provided through your existing GIS system as well as a civil process layer to define zone/area assignments.

Terms

- Professional Services will be invoiced based on the following milestones:

Installation of Software	20%
Delivery of Training Database	40%
Completion of Training	30%
Commencement of Operational Use	10%

- Initial Maintenance & Support invoiced at contract execution.

Confidential

Attachment: Proposal Tyler Technologies dtd February 9 2021 (6497 : Approve License and Services Agreement with Tyler Technologies)

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client previously selected Tyler to license the software products and now wish Tyler to perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

WHRERAS, Client and Tyler wish to allow the terms of this Agreement to supersede any prior agreement hereafter.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Colusa County, CA
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We previously granted you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us. You may use the licenses on an unlimited number of your computers and/or computer stations. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual and became irrevocable when we received payment in full, but we may suspend those rights if you do not comply with the terms of this Agreement and you do not correct that non-compliance within fifteen (15) days of our notice of that non-compliance or such other commercially reasonable timeframe to which we may agree.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. In accordance with the Investment Summary, License fees have been previously paid.

   Additional licenses may be added and invoiced in accord with Exhibit B, the Invoice and Payment Policy, by mutual written agreement of the parties.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us),

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you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may

consider necessary to account for your lack of ongoing training on the Tyler Software;

(iv) be charged for a minimum of two (2) hours of support services for every support call; and

(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

(vi) Lose access to any Tyler hosted websites (CivilView and SalesWeb).

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sublicense it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section 1(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received or we have incurred or delivered, prior to the effective date of termination. Disputed fees will be subject to the dispute resolution process.

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1.1 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the Software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the

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Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the

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following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height,

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weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted

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to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: County and State Specific Maintenance and Support Services
	Schedule 2: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Colusa County, CA

By:_____

Name: Gary J. Evans

Title: Chair, Colusa County Board of Supervisors

Date:_____

Address for Notices:
Colusa County
929 Bridge Street
Colusa, CA 95932
Attention: Neil Cotter

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

_____
Melissa Kitts, Deputy Clerk

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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(Schedule 1)
SoftCode Investment Summary

Software & Services				Maintenance & Support
Software Licenses	QTY	Base Fee	**License Fees**	
Licensed Software				
CivilServe (includes):	1	9970	$9,970	$2,094
CivilView (Attorney Portal)				
SalesWeb (Sheriff's Sales Portal)				
License Fee Already Purchased			-$9,970	
License Fee Subtotal:			$0	
Professional Services	**Hours/Days**	**Rate**	**Total Fee**	
Fixed Fee Services				
Project Management (hours)	40	$204	$8,160	
Personalization & Report Customization	20	$182	$3,640	
Site Visit	4	$204	$816	
Business Analysis & Process Planning (hours)	10	$204	$2,040	
Configuration & Deployment (hours)	12	$182	$2,184	
Training & Go Live Assistance (On-site - Per Day)	5	$1,500	$7,500	
Travel			*$0*	
Services Subtotal:			$24,340	$2,094

Total License Fees	$	-
Professional Services	$	24,340
Total Contract Price	**$**	**24,340**

Maintenance & Support Fees: $2,094

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softcode™
a tyler courts & justice solution

Proposal

COURTS AND JUSTICE SOLUTIONS

Presented to: **Colusa County**
Colusa, CA
Attn: Lt. Neil Cotter

Proposal Date: February 9, 2021

Submitted by: Randy Dirks
TYLER TECHNOLOGIES, INC.
JUSTICE GROUP SOLUTIONS
62 Forest Street
Suite 130
Marlborough, MA 01752
307-277-6577
randy.dirks@tylertech.com

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Investment Summary

Colusa County Sheriff's Office Proposal

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Cost Breakdown

Proposal Valid for 180 Days

Software License Fees	Cost	Annual M&S 1st Year	Annual M&S 2nd Year
CivilServe, includes: (1 License)	Already Purchased	$2,094	$2,094
CivilView (Attorney Portal)			
SalesWeb (Sheriff's Sales Portal)			
CivilMobile Client License	$0	$0	$0
CivilQuery Server License	$0	$0	$0
CivilQuery Public License	$0	$0	$0
GIS Connector	$0	$0	$0
License Total	**$0**	**$2,094**	**$2,094**

Services	Hours	Project Cost
Project Services	**40.00**	$8,160
Technical Services	**20.00**	$3,640
Implementation Services	**26.00**	$12,540
Services Total	**86.00**	**$24,340**

(Yearly M&S Includes Tyler University Access)
(Yearly M&S Includes Dedicated CA CSAM)

Project Total *(Includes 1st Year M&S)* **$26,434**

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Software Licenses

Colusa County Sheriff's Office Proposal

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Product Centers

Proposal Valid for 180 Days

Modules/Options Included in Proposal	Qty	Base License Fee	License Fee	Annual M&S
CivilServe, includes: (1 License)	1	9,970	**Already Purchased**	2,094
CivilView (Attorney Portal)				
SalesWeb (Sheriff's Sales Portal)				
CivilMobile Client License	0	2,625		
CivilQuery Server License	0	5,000		
CivilQuery Public License	0	5,000		
GIS Connector	0	9,750		
Product Center Licenses			-	**2,094**

Total Product Center Licenses

	Total License Fee
	-

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Professional Services

Colusa County Sheriff's Office Proposal

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Project Services by Activity

Proposal Valid for 180 Days

Project Services	Months	PM Dedication	Hours	Rate/Hour	Cost
Project Management	2.5	10%	40.00	204.00	**$8,160.00**
Subtotal - Project Services			**40.00**		**$8,160.00**

Technical Services	Days	Hours	Rate	Cost
Data Conversion	n/a	n/a	n/a	**Included**
Personalization & Report Customization	2.50	20.00	182.00	**$3,640.00**
County Specific Modifications	0.00	0.00	182.00	**$0.00**
Interfaces	0.00	0.00	182.00	**$0.00**
Subtotal - Technical Services		**20.00**		**$3,640.00**

Implementation Services	Days	Hours	Rate	Cost
Site Visit	0.50	4.00	204.00	**$816.00**
Business Analysis and Process Planning	1.25	10.00	204.00	**$2,040.00**
Configuration & Deployment	1.50	12.00	182.00	**$2,184.00**
Training & Go-Live Assistance (Remote)	5.00	n/a	1,500.00	**$7,500.00**
Additional Training (On-site)	0.00	n/a	1,500.00	**$0.00**
Additional Training (Remote)	0.00	n/a	1,500.00	**$0.00**
Odyssey Integration	0.00	0.00	182.00	**$0.00**
Subtotal - Implementation Services		**26.00**		**$12,540.00**

	Hours	Services Cost
Total Services	**86.00**	**$24,340.00**

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Assumptions and Notes

Colusa County Sheriff's Office Proposal

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Proposal Valid for 180 Days

Project Assumptions

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

Data Conversion

This quote includes 3 mock conversions and one final conversion. Source data must be provided to Tyler in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format.

Equipment

The Client will provide all servers, hardware, workstations, and peripheral equipment including scanners, barcode readers and printers. Server operating system, database licenses, and other Third Party Software required to run applications will be provided by the County

Client is reponsible for ensuring that all hardware meets minumum hardware and software requirements provided by Tyler.

CivilQuery Single site configuration included. Additional sites may require additional configuration services.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes a specific amount of training time. Training will be performed in a setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor. Training is conducted during normal business hours. The instructor will be remote and will not be on-site.

Training days include an amount of time for remote go-live assistance. Additional on-site or remote training and assistance can be purchased at Tyler's then current rate.

GIS Connector

GIS Connector will require specific web services to be provided through your existing GIS system as well as a civil process layer to define zone/area assignments.

Terms

- Professional Services will be invoiced based on the following milestones:

Installation of Software	20%
Delivery of Training Database	40%
Completion of Training	30%
Commencement of Operational Use	10%

- Initial Maintenance & Support invoiced at contract execution.

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Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: No license fees are due, as they were paid under a previous agreement.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees, at the rates set forth in the Investment Summary are due on the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, at the rates set forth in the Investment Summary:

Software installation	20%
Delivery of training database	40%
Training completed	30%
Commencement of Operational Use	10%

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary include travel expenses for the scope of services quoted as of the Effective Date. Travel expenses for any additional scope will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current

Business Travel Policy is attached to this Exhibit B at Schedule 1. To the extent we are invoicing you for travel expenses, copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

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current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

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4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

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Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term, unless the parties mutually agree to some other notice period.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

   2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) along with the appropriate documentation that we make generally available

without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. When you log a Defect according to the Support Call Process, you must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use an industry standard third-party secure unattended connectivity tool, such as Bomgar. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes. You acknowledge that, if you require us to use some remote connection tool or method other than those described herein, our ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and we will be relieved of any commitments to the extent our inability to provide our maintenance and support services is impacted by your connection requirements.

4.1 You agree to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, your infrastructure, and business processes. You agree to filter issues through your internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to your infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which you request services, but which is not a Documented Defect, shall be treated as a request for other services.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

(a) All infrastructure executing Tyler Software shall be managed by you;

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

(b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
(c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

Exhibit C
Schedule 1
Additional Maintenance and Support Services

Our customers receive, as part of the annual maintenance and support services, the following additional services:

1. Access to an online Learning Management System for end users to connect to remotely and to receive ongoing training (or training for new end users). We make commercially reasonably efforts for such training to be on then-current releases of the Tyler Software and to address all commercially available applications of the Tyler Software.

2. We also make available legislative change support as follow:

   2.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

   2.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

   2.3 Our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees paid by all our customers within your state during that term.

   2.4 You are responsible for any fees in excess of the applicable limits under Section 2.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum per Section C(3) of the Agreement.

   2.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

Exhibit C
Schedule 2
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
(2) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(3) Program Updates – where development activity is made available for client consumption
(4) Tyler University - online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level which corresponds to the client's needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technologies' software support consists of four types of personnel:

(1) Application Support Representatives: responsible for responding & resolving incidents
(2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives
(3) Support Managers: responsible for the management of support teams
(4) Support Account Managers: responsible for day to day account management.

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Account Manager. Your Support Account Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

Remote Support Tool

Some support calls may require further analysis of your database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to your system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

Exhibit D
Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the extent any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.

Attachment: Tyler Technologies -License and Service Agreement [Revision 1] (6497 : Approve License and Services Agreement with Tyler

COUNTY OF COLUSA, CA **3.17**

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Human Resources**

FROM: **Patricia Rodriguez**

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

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

Detailed Description/Background of request

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

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

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

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

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

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

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

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

On March 19, 2021 Governor Newsom signed into law Senate Bill SB 95 codifying labor code section 248.2 new obligations on public agency employers to provide COVID-19 Supplemental Paid Sick Leave to employees who are unable to work or telework due to certain qualifying reasons. The legislation goes into effect 10 days after enactment or on March 29, 2021. SB 95 significant provisions include:

- Expands the qualifying reasons under Emergency Paid Sick Leave for the provision of COVID-19 Supplemental Paid Sick Leave
- 80-hour leave entitlement for full-time employees and pro-rated amount for part-time employees
- Employees will be compensated for each hour of qualifying leave at their regular rate of pay up to $511 per day and $5,110 in the aggregate
- The leave is retroactive to January 1, 2021 and effective through September 30, 2021
- Employers must post or electronically submit a model notice related to COVID-19 Supplemental Paid Sick Leave

Prior Board Action

March 30, 2021 reconsidered/extended Resolution update temporary policy in compliance with Labor Code section 248.2 significant new obligations related to provision of paid leave for reason related to COVID-19.
March 16, 2021 reconsidered/extended Resolution with no changes.
March 2, 2021 reconsidered/extended Resolution with no changes.
February 16, 2021 reconsidered/extended Resolution with no changes.
February 2, 2021 reconsidered/extended Resolution with no changes.
January 19, 2021 reconsidered/extended Resolution with no changes.
January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.
December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.
November 24, 2020 reconsidered/extended Resolution with no changes
November 10, 2020 reconsidered/extended Resolution with no changes
October 27, 2020 reconsidered/extended Resolution with no changes
October 13, 2020 reconsidered/extended Resolution with no changes
September 29, 2020 reconsidered/extended Resolution
September 15, 2020 reconsidered/extended Resolution
September 1, 2020 reconsidered/extended Resolution
August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.
August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.
June 30, 2020 reconsidered/extended the Resolution 35 days
June 2, 2020 reconsidered/extended the Resolution
May 5, 2020 reconsidered/extended the Resolution
April 21, 2020 reconsidered/extended the Resolution

April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008
March 24, 2020 Resolution 20-008 was adopted

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

Action for the Clerk
None

ATTACHMENTS:

- Revised Resolution 20-008 (PDF)

RESOLUTION NO. 20-008

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

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

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

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

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

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

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

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

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

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

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

Attachment: Revised Resolution 20-008 (6506 : Revisit Resolution 20-008)

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

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

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

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

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

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

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

Attachment: Revised Resolution 20-008 (6506 : Revisit Resolution 20-008)

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

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

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

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

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

NOES: None.

ABSENT: None.

Gary J. Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Revised Resolution 20-008 (6506 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Patricia Rodriguez**

SUBJECT: **Proclamation for Child Abuse Prevention Month**

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

Detailed Description/Background of request

Each year, a request is received from the Colusa County Community Advocates for Parents and Children (CAPC) and Casa de Esperanza for a Proclamation observing Child Abuse Prevention Month during the month of April to support children in our community.

The Colusa County Community Advocates for Parents and Children (CAPC) is the designated Child Abuse Prevention Council for Colusa County and is dedicated to spreading awareness by facilitating various prevention and awareness activities throughout Colusa County during the month of April, as well as throughout the rest of the year.

Prior Board Action

Approved annually for the month of April.

Fiscal Impact/Funding Source

None
The Council is funded through federal Community Based Child Abuse prevention funds (CBCAP) and Child Abuse Prevention and Treatment Act (CAPTA) funding through the California Department of Social Services, Office of Child Abuse prevention, grant funding, and donations.

Action for the Clerk

Have two originals done.
Ms. Carissa Bowers, Program Manager of CAPC will be at the meeting to speak to this item.
The second Original will be mailed to Casa de Esperanza, Jeanine Werner, Legal Projects Director, PO Box 56, Yuba City CA, 95992.

ATTACHMENTS:

- 04-13-21 Proclamation Child Abuse Prevention month April (PDF)

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 13th day of April 2021.

_____

Gary J. Evans, Chair

Attachment: 04-13-21 Proclamation Child Abuse Prevention month April (6487 : Proclamation for Child Abuse Prevention Month)

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **Auditor**

FROM: **Ann Nordyke**

SUBJECT: **Approve Special Claims**

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Mary Fahey**
SUBJECT:	**Report on Current Water Supply Outlook and Local Water Management Activities**

Receive Report on local water management matters.

Detailed Description/Background of request

As California is facing a critically dry water year, it is timely to provide an update about local and statewide water management matters to the Colusa County Board of Supervisors.

There are a myriad of complex water-related planning and policy issues in process in California. A focus in this region is on efforts to protect and efficiently manage water resources for multiple beneficial uses in order to ensure a sustainable water supply into the future.

During this presentation and report, local water managers representing a broad background and perspective on surface water supplies and regional water management activities will present information about some of the activities that are most relevant to Colusa County and the local region. The focus will be on surface water supplies, which are interrelated with groundwater supplies and critical to Colusa County's agricultural economy.

Presenters will be:

- Lewis Bair, General Manager, Reclamation District No.108
- Thad Bettner, General Manager, Glenn-Colusa Irrigation District
- Jeff Sutton, General Manager, Tehama-Colusa Canal Authority

Reclamation District 108 is located along the western edge of the Sacramento River and delivers water to nearly 48,000 acres of farmland within southern Colusa County and northern Yolo County. RD 108 receives water from the Sacramento River under riparian water rights, licenses for appropriation of surface water, and a Settlement Contract with the US Bureau of Reclamation. The first irrigated crops in the district were grains, mostly barley, but today include rice, wheat, corn, safflower, tomatoes, beans, vineseeds, cotton, walnuts and fruit.

Glenn-Colusa Irrigation District's (GCID) appropriative water rights began on the Sacramento River with an 1883 filing posted on a tree by Will S. Green, surveyor, newspaperman, public official, and pioneer irrigator. His first claim was for 500,000 miner's inches under 4 inches of pressure and was one of the earliest and largest water rights on the Sacramento River. Today, GCID is the largest irrigation district in the Sacramento Valley. The district boundaries cover

approximately 175,000 acres; of which approximately 140,000 are farmed. Additionally, GCID services 1,200 acres of private habitat land and 21,000 acres of protected federal wildlife refuges. Winter water supplied by GCID to thousands of acres of rice land provides valuable habitat for migrating waterfowl during the winter months.

The Tehama-Colusa Canal Authority (TCCA) is a Joint Powers Authority comprised of 17 Central Valley Project water contractors. The service area spans four counties (Tehama, Glenn, Colusa, and Yolo) along the west side of the Sacramento Valley, providing irrigation water to farmers growing a variety of permanent and annual crops. TCCA operates and maintains the 140 mile Tehama-Colusa and Corning canals irrigation water supply system. The service area is approximately 150,000 acres, producing over $250 million in crops per year, and contributing $1 billion to the regional economy annually.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

None

COUNTY OF COLUSA, CA **7.1**

Request For County Board of Supervisors Action

MEETING DATE:	**April 13, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Appoint members to Ad Hoc for Negotiation of Tax Share Agreement with City of Colusa for Cheney Subdivision**

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

Detailed Description/Background of request

The City of Colusa intends to file an application for annexation of 12.83 acres located at 1425 5th Street. As you are aware, part of any annexation is the negotiation of a tax share agreement. Prior negotiations have been done with an ad hoc committee. I am requesting the Board Chair appoint two members to form this committee.

The recent CIP annexation tax share was negotiated by Supervisors Evans and Boes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None for appointment of Ad Hoc.

Action for the Clerk

Add to Ad-hoc list with date formed

COUNTY OF COLUSA, CA

10.1

Request For County Board of Supervisors Action

MEETING DATE: **April 13, 2021**

DEPARTMENT: **County Counsel**

FROM: **David Prentice**

SUBJECT: **Closed Session - Significant Exposure to Litigation**

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

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
N/A