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

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

**COLUSA COUNTY**
**BOARD OF SUPERVISORS**

# Agenda

April 9, 2024

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of March 26, 2024 Closed Session
- Announcement of Closed Session

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

## CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 8.

1. BOARD OF SUPERVISORS
Approve the March 26, 2024 Board of Supervisors Regular Meeting Minutes.

2. HEALTH AND HUMAN SERVICES
Approve Sub-Recipient Agreement with **Glenn County** to provide housing support to address homelessness under the Emergency Solutions Grant (ESG), effective February 1, 2024 and authorize County Administrative Officer to sign.

3. HEALTH AND HUMAN SERVICES
Approve reimbursement agreement with **Colusa County Office of Education (CCOE)** for provision of the Emergency Child Care Bridge Program.

4. HEALTH AND HUMAN SERVICES
Approve the Colusa County System Improvement Plan for California Work Opportunity and Responsibility to Kids (CalWORKs).

5. HEALTH AND HUMAN SERVICES/SENIOR NUTRITION
Approve Subcontract (Agreement Amendment No. AP 2324-03 S008 A1) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2023, and authorize County Administrative Officer to sign.

6. HEALTH AND HUMAN SERVICES
Approve agreement (No. 23-TAY-18141) with the **State of California Housing and Community Development** for the Transitional Housing Program, Round 5 and Housing Navigation and Maintenance Program, Round 2, FY 23/24 and authorize the County Administrative Officer to sign.

7. PURCHASING AND PROCUREMENT/PURCHASING
Ratify service agreement with **Pacific Shredding** for confidential on-site shredding services for various departments signed by the Purchasing Agent.

8. SHERIFF
Adopt a Resolution authorizing the Sheriff to receive grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program and to accept any awarded funds.

## END OF CONSENT AGENDA

**III.** BOARD OF SUPERVISORS

1. Adopt a proclamation expressing their deepest gratitude for PG&E and Clay Merrill for their help with the Cypress Hill Cemetery.

2. Adopt Proclamation for Child Abuse Prevention Month.

3. Approve the February 13, 2024 Board of Supervisors Regular Meeting Minutes.

**IV.** HUMAN RESOURCES

1. Amend the Position Allocation Schedule for DHHS - Child Welfare Administration Unit by adding one Staff Services Analyst I/II, PF Range 29/35 ($4,296 - $7,046/$4,982-$8,174) per month, effective April 23, 2024.

2. Adopt revised Job Class Table reflecting salary range adjustment, salary range correction, and adoption of new salary system for elected officials.

**V.** CLERK-RECORDER/ELECTIONS

1. Presentation by Colusa County Registrar of Voters regarding Election procedures, security and fiscal impact of the Presidential Primary Vote by Mail Election.

**VI.** SUPERVISORS' REPORTS OR COMMENTS

**VII.** STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

**RECESS**

**VIII.** CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   California Government Code section 54956.8
   Property: Prize Bridge, near Grimes Arbuckle Road
   Property owner: County of Colusa
   Proposed Purchaser:
   Negotiators: Wendy G. Tyler
   Under negotiation: Terms of sale

1:00 p.m. **WORKSHOP – COLUSA INDUSTRIAL PROPERTIES, 100 SUNRISE BLVD. COLUSA, CA**
HUMAN RESOURCES

1. Workshop to discuss Colusa County Classification and Compensation Assessment report and follow-up on Recruitment and Retention efforts with possible direction to staff.

**ADJOURN**

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

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

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to

receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

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

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

# COUNTY OF COLUSA, CA

2.1

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Board of Supervisors

**FROM:** Ann Nordyke

**SUBJECT:** Approve the March 26, 2024 Board of Supervisors Regular Meeting Minutes

Approve the March 26, 2024 Board of Supervisors Regular Meeting Minutes.

### Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on March 26, 2024 and the Clerk is now requesting approval of those minutes.

### Prior Board Action

None.

### Fiscal Impact/Funding Source

None

### Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Add to County website and scan into Laserfiche

### ATTACHMENTS:

- 03-26-24 Minutes (PDF)

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




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Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

**COLUSA COUNTY**
**BOARD OF SUPERVISORS**

**Minutes**
March 26, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 26th day of March 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. McKee and Ms. Hessong address the Board in regards to elections fraud.

REPORT OUT OF MARCH 12, 2024 CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

California Government Code section 54956.8. Property: 1500 E Street, Williams, CA (APN 05-201-032). Property owner: Williams School District. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   California Government Code section 54956.8
   Property: 199 E Webster St., Colusa, CA

Property owner: County of Colusa
Proposed Purchaser: Colusa Medical Center
Negotiators: County Administrative Officer and County Counsel
Under negotiation: Price and Terms of Sale/Lease

3. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: Community Development Director

**I.** STAFF REPORTS

Assistant Sheriff Bradwell gives a brief update on the jail project. He states the project was submitted to the State Fire Marshal on September 1, 2023 and an update on the project is currently pending from them.

Ms. Tyler makes a statement concurring with Mr. Bradwell and advises the County is ensuring there are no matters pending by us to cause further delay.

Ms. Allen states our pre-extension request for Migrant Housing has been approved by OMS for April 15, 2024. She states pre-registration has been processed and they are now scheduling move-in appointments for applicants. She further states she attended a Sac Leadership Conference with FFA last week to speak with participants of a career fair.

Mr. Azevedo states there will be one more Saturday for the Tire Amnesty Program. He further states East Park Reservoir will open on April 19, 2024 and a free spring time Photo Walk of the location is scheduled for April 6, 2024.

Mr. Rogers states there will be a delay in moving into the new Juvenile Hall due to water safety issues. He further states full fumigation for termites in the Courthouse Annex will result in the temporary relocation of staff.

Ms. Tyler states the Courthouse Annex fumigation will take place from March 29, 2024 through April 1, 2024. She further states offices will be restored to full service on April 2, 2024. She states the fumigation tent will take down network capability within the building, the District Attorney's office will remain open and that the District Attorney and County Counsel will be available by phone. She further thanks the City for removing two of the trees on Oak Street in front of the Annex. Ms. Tyler introduces Tiffany Jorgensen, the new Deputy Board Clerk. Ms. Tyler states the agreement for the Ag pilot crop dusters has been finalized and will be ready for distribution by the Public Works Department. She further states the first meeting for the Emergency Medical Ground Transportation Advisory Committee was held on March 25, 2024, during which expenditures were approved for the calendar year 2023.

**CONSENT AGENDA**

Chair Evans makes time for the approval of Consent Item No's 1 through 8.

Chair Evans requests Item No. 4 be pulled and considered separately.

Approve Consent Item No.'s 1 through 3 and 5 through 8.

Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

1. BOARD OF SUPERVISORS
Approve the March 12, 2024 Board of Supervisors Regular Meeting Minutes.

2. PURCHASING AND PROCUREMENT/MIGRANT HOUSING
Adopt plans, specifications and working details for pavement rehabilitation at Williams Migrant Housing Center and authorize Board Clerks to publish the Notice to Bidders and Request for Bids.

3. APPOINTMENT/FISH AND GAME COMMISSION
Appoint Joshua Thomas (Dist. 1) to serve as an Alternate At-Large member on the Fish and Game Commission, effective March 26, 2024 to January 4, 2027.
**(Applications Received: Joshua Thomas)**

5. AG COMMISSIONER
Approve Contract No. **C24-032** with **California Rice Commission,** for rice pesticide surveillance, effective May 1, 2024 and authorize the County Agricultural Commissioner to sign.

6. AUDITOR
Adopt **Resolution No. 24-010** authorizing triennial audits for the Princeton Cemetery District.

7. TREASURER
Accept February 2024 Treasury Monthly Investment Report as presented.

8. HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-033** 3rd Amendment to Joint Exercise of Powers Agreement between the Counties of **Colusa, Glenn and Trinity** for the purpose of designating a Community Action Agency.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Bell |
| **SECONDER:** | Boes |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

Chair Evans makes time for Consent Item No. 4.

CLERK RECORDER/ELECTIONS
4. Acknowledge Receipt of the Certified Election Results for the Presidential Primary Election held March 5, 2024.

Comments received by Ms. Edwards.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

Chair Evans declares a recess at 9:33 a.m. and reconvenes in Regular Session at 9:42 a.m.

Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

**III.** AMERICAN RED CROSS

1. Adopt a Proclamation Declaring March 2024 American Red Cross Month.

Comments received by Ms. Holstine, Ms. Hueso and Ms. Brown

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Corona |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

Chair Evans reads the Proclamation into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING
MARCH 2024
AMERICAN RED CROSS MONTH

**Whereas**, during American Red Cross Month in March, we recognize the compassion of people in Colusa County and reaffirm our commitment to care for one another in times of crisis and

**Whereas**, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering and

**Whereas**, today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the Red Cross in the California Gold Country Region to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises and

**Whereas**, we hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community and

**NOW, THEREFORE**, the Board of Supervisors do hereby proclaim March 2024 as Red Cross Month. We encourage all citizens to reach out and support its humanitarian mission."

**IV.** COMMUNITY DEVELOPMENT DEPARTMENT

1. Approve Contract No. **C24-034** an MOU with the **Sites Project Authority** for creation and implementation of the General Plan's Sites Reservoir Area Plan and the Maxwell Community Plan.

Comments received by Mr. Plucker, Mr. Azevedo and Ms. Tyler.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Corona |
| **SECONDER:** | Smith |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

**V.** PURCHASING AND PROCUREMENT/PROBATION

1. Pursuant to Section 5.1 of the Purchasing and Procurement Policy (Policy 401) Waive Competitive Bidding Process and Approve Purchase of Nine Tasers,



Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

accessories and licenses through Axon Enterprise, Inc. on the finding that Axon Enterprises, Inc. is the sole source provider of the equipment, and authorize the Purchasing Agent to sign the purchase order in the amount of $37,949.52

Comments received by Ms. Tyler and Mr. Rogers.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Corona |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

**VI.** COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

| Invoice # | Fund/Department | Vendor | Amount |
|---|---|---|---|
| 45067 | HEALTH & HUMAN SERVICES | JOEL'S PEST CONTROL | $95.00 |
| 45068 | HEALTH & HUMAN SERVICES | JOEL'S PEST CONTROL | $150.00 |
| 44998 | BUILDING & GROUNDS | JOEL'S PEST CONTROL | $70.00 |
| 44966 | BEHAVIORAL HEALTH | JOEL'S PEST CONTROL | $65.00 |
| 9020343610 | HEALTH & HUMAN SERVICES | WILLIAMS SCOTSMAN | $6,417.73 |

Comments received by Ms. Tyler.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Boes |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

2. Approve FY 23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24079. **(4/5th vote required)**

Comment received by Ms. Moore and Ms. Tyler.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

3. Approve FY 23/24 Revenue and Appropriations Inter-Budget Adjustment Nos. IB-016 - IB-017. **(4/5th vote required)**

Comments received by Ms. Moore.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

**VII.** BOARD OF SUPERVISORS

1. Approve the February 13, 2024 Board of Supervisors Regular Meeting Minutes.

Comments received by Ms. Tyler.

| | |
|---|---|
| **RESULT:** | **PULLED** |

2. Adopt **Resolution No. 24-011** Establishing the Salary and Benefits for Elected Department Heads.

Comments received by Ms. Tyler and Sheriff Garofalo.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Boes |
| **AYES:** | Evans, Corona, Boes, Smith, Bell |

**VIII.** SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings and functions attended:

- Hospital Ad-Hoc meeting
- RHA meeting
- Williams City Council meeting

Supervisor Smith

Meetings and functions attended:

- Caltrans and Grimes meeting
- RCRC Board of Directors meeting
- NCWA blog with Yuba County
- Meeting with Sac River Fire Chief Winters
- Friends Around the Block Quilt/Car Show
- Colusa Fire Department Pancake Feed

Supervisor Bell

Meetings and functions attended:

- Sac River Fire's Annual Comedy Night
- Friends Around the Block Quilt/Car Show
- Colusa Fire Department Pancake Feed
- Participated in Zone Council discussion
- CESA (California Emergency Services Association) general meeting
- LAFCo meeting
- Colusa County Gun Owner's meeting
- CGA/GGA Special Joint meeting
- Met with constituents regarding roosters crowing & area damage
- Notified that NCWA awarded Edward Norton the Will S. Green award
- Received additional correspondence
- Met with new businesses
- Donated plasma
- Collected debris left by homeless encampment on the river

Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

Supervisor Corona
Meetings and functions attended:
- Knights of Columbus Fish Fry Fundraiser
- LAFCo meeting
- Almond Fun Run Fund Raiser
- Annual St. Patrick's Bazaar Dinner
- Behavioral Health Advisory Board Meeting
- Calls from constituents regarding road conditions on Green Bay Road and Wisconsin Road
- Brought forth concerns with abandoned almond orchards

Supervisor Evans
Meetings and functions attended:
- Discussions with Ag Commissioner
- Wildfire preparedness meeting
- Discussion with Fire Districts
- Sites meetings
- Cleanup with RCD for Goat Mountain

**IX.** STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states budget instructions are out and the first submission of preliminary information will take place on April 2, 2024. She states a new budget for ambulance subsidy will take place. She further states AMR will be moving into their new quarters on March 26, 2024 and will transition completely on April 1, 2024.

Chair Evans declares a recess at 10:25 a.m. to convene in Closed Session.

**X.** CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

California Government Code section 54956.8. Property: 199 E Webster St., Colusa, CA. Property owner: County of Colusa. Proposed Purchaser: Colusa Medical Center. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale/Lease.

3. EMPLOYEE PERFORMANCE EVALUATION

California Government Code section 54957(b). Title: Community Development Director.

Chair Evans adjourned the meeting at 12:15 p.m. to reconvene in Regular Session on April 9, 2024 at the hour of 9:00 a.m.

Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

_____
Gary J. Evans, Chair

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

BY_____
Tiffany Jorgensen, Deputy Clerk

Attachment: 03-26-24 Minutes (9730 : Approve the March 26, 2024 BOS Regular Meeting Minutes)

# COUNTY OF COLUSA, CA

2.2

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Health and Human Services

**FROM:** Elvert Richardson

**SUBJECT:** **Approve Sub-Recipient Agreement with Glenn County to provide housing support to address homelessness under the Emergency Solutions Grant (ESG), effective February 1, 2024 and authorize County Administrative Officer to sign.**

Approve Sub-Recipient Agreement with **Glenn County** to provide housing support to address homelessness under the Emergency Solutions Grant (ESG), effective February 1, 2024 and authorize County Administrative Officer to sign.

### Detailed Description/Background of request

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

Colusa County Department of Health and Human Services was awarded $30,995.00 for the term from February 1, 2024 through November 7, 2024.

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

### Prior Board Action

Approval of Emergency Solutions Grant 2021 on January 31, 2023.

### Fiscal Impact/Funding Source

The funds were awarded by the California Department of Housing and Community Development (HCD). No impact on County General Fund. Revenue agreement in the amount of $30,995.00

### Action for the Clerk

Please have Wendy Tyler, County Administrative Officer, sign approved agreement and email pdf copy of the agreement to Brenda Wilson, bwilson@countyofglenn.net. Please cc Elvert Richardson in communication with Glenn County.

### ATTACHMENTS:

- Colusa DHHS_ESG 2022_ Subrecipient Agreement_CAD#2034_FY2024-25 (PDF)

Attachment: Colusa DHHS_ESG 2022_ Subrecipient Agreement_CAD#2034_FY2024-25 (9687 : Approve ESG 2022 Sub-recipient Agreement with

# EMERGENCY SOLUTIONS GRANT (ESG) SUB-RECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is made and entered into this 1st day of February, 2024, by and between Glenn County, a political subdivision of the State of California, through its Community Action Department ("County"), and Colusa County Department of Health and Human Services ("Subrecipient").

## RECITALS:

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

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

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

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

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

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

County and Subrecipient agrees as follows:

## AGREEMENT:

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

2. Term. Services under this Agreement shall commence on February 1, 2024 and shall continue until November 7, 2024, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

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

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

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

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed thirty thousand, nine hundred ninety-five dollars ($30,995.00) for the term of the agreement.** The County shall make no payment to Subrecipient in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

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

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

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

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



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7. Notice. 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 parties in accordance with this section:

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

**If to Subrecipient**:
Elizabeth Kelly, Director
Colusa County Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
Telephone: (530) 458-0290

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

8. Independent Contractor.

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

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



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

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

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

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

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



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this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Subrecipient. However, unless otherwise identified and stated prior to execution of this Agreement, Subrecipient represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Subrecipient non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Subrecipient which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

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

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

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



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

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

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

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

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

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

☐ Subrecipient certifies that it has no employees: _____

Signature of Subrecipient



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

☐ Waived: _____
Signature of County Administrative Officer

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

☐ Waived: _____
Signature of County Administrative Officer

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

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

B. Other Insurance Provisions.

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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Subrecipient shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Subrecipient shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Subrecipient shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

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

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

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

13. Professional Services.

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

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

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

14. Responsibility of Subrecipient.

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

B. Subrecipient shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable



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whole functional product. County shall promptly notify Subrecipient of any defect in Subrecipient's performance.

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

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

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

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

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

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

17. Prevailing Wages.

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



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hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Subrecipient acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

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

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

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

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

20. Conflict with Laws or Regulations/Severability.

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

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



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indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

38. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the



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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.

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE



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

**COUNTY OF GLENN:**

By: _____
Scott De Moss, County Administrative Officer
Glenn County, California

Date: _____

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

Date: _____

**SUBRECIPIENT:**

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

Date: _____

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

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel, Glenn County

**COMMUNITY ACTION DEPARTMENT:**
Approved by Admin Manager: _____
Approved by Fiscal Manager: _____
Approved by Program Manager: _____

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



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# EXHIBIT A
## AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

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

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

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

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

2. Purpose

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

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

3. Scope of Work

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

4. Federal Grant Identification

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

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# EXHIBIT B
## BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

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

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

| | |
|---|---|
| Rapid Rehousing Assistance | $30,995.00 |
| TOTAL AWARD AMOUNT | $30.995.00 |

2. Effective Date, Term of Agreement, and Deadlines

A. This Agreement will expire on: November 7, 2024.
B. All Program funds shall be expended by: November 7, 2024
C. All Final Funds Requests shall be submitted to the County by December 1, 2024.
D. Reimbursements will not be made after this Agreement expires.
E. Subrecipient agrees that the Work shall be completed by the expenditure deadline specified and that the Work will be provided for the full term of this Agreement.

3. Invoicing and Payments

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

Glenn County Community Action Department Attn: Administration/ Fiscal
345 Yolo Street
Orland, CA 95963

D. Expenditure Milestone Requirements:

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

4. Availability of Funds

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

5. Ineligible Costs

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

6. Indirect Costs

To seek reimbursement for indirect costs, the subrecipient must:

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



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7. Duplication of Benefits

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

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

8. Compatibility of Program Funds

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



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**EXHIBIT C**
**ESG PROGRAM TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1. Eligible Activities

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

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

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

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

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

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

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

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

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

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

4. **Transfers**

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

5. **Contractors and Subcontractors**

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

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

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

6. **Core Practices**

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

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

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

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

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

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

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

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

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

7. **Shelter and Housing Standards**

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

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

8. **Inspections**

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

9. **Monitoring Grant Activities**

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

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

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

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

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

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

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

11. **Procurement of Goods and Services**

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

12. **Procurement of Recovered Materials**

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

13. **Equal Opportunity Requirements and Responsibilities**

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

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

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

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

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 l42** U.S.C. **53091:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Affirmative Outreach**

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

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

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

C. Equal Access for Disabilities:

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

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

15. **Environmental Requirements**

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

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

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

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

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

16. **Clean Air and Water Acts**

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

17. **Lead-Based Paint Hazards**

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

18. **Labor Standards**

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

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

19. **Matching Funds**

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

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

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

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

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

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

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

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

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

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

22. **Faith-Based Activities**

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

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

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

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

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

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR Section 570.611 (d) and (e).

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

24. **Anti-Lobbying Certification**

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

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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25. **Waivers**

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

26. **Litigation**

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

27. **Sanctions**

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

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

28. **Drug-Free Workplace Requirements**

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
B. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the Subrecipient's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
C. Subrecipient shall maintain a drug free environment on the Site. Subrecipient pledges that all persons working or residing on the Site shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as said term is defined in 21 U.S.C. Section 812 and California Health and Safety Code Section 11007 (or successor statutes), including marijuana, heroin, cocaine, and

amphetamines on the Site. If Subrecipient or any person working or residing on the Site is convicted or pleads guilty or nolo contendere to a charge of unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances on the Site, then such event shall constitute a default of this Agreement.

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

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

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

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

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

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

A. Detecting, Preventing, and Reporting Fraud

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

B. Combatting Fraud

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

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employees, anyone administering the ESG program, anyone working in the ESG program, contractors, and the public.
You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

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

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

By Mail:
Department of Housing & Urban Development.

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

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

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**Exhibit D**

Dos Rios Continuum of Care (CA-523)

**Grant Subaward Invoice and Supporting Documentation Standards**

## Introduction

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

## Retention and Availability

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

## Invoice Requirements

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

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

## Supporting Documentation Requirements

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

requirements; treated consistently; and determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

**Supporting Documentation Instructions for Personnel and Non-Personnel Costs**

Personnel Costs | Documentation Requirements

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

Non-Personnel Costs | Documentation Requirements

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

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# COUNTY OF COLUSA, CA

2.3

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Health and Human Services

**FROM:** Kirill Obraztsov

**SUBJECT:** Approve reimbursement agreement with Colusa County Office of Education (CCOE) for provision of the Emergency Child Care Bridge Program.

Approve reimbursement agreement with **Colusa County Office of Education (CCOE)** for provision of the Emergency Child Care Bridge Program.

## Detailed Description/Background of request

The passage of Senate Bill 89, established the Emergency Child Care Bridge Program for Foster Children (Bridge Program). The lack of access to child care for potential foster families seeking to take in a foster child is one of the top barriers to placing young foster children with families. The Bridge Program provides a monthly payment or voucher for child care for up to six (6) months and a child care navigator.

This Reimbursement Agreement is between the County of Colusa through its Department of Health and Human Services (DHHS) Social Services Division and the Colusa County Office of Education for provision of the Emergency Child Care Bridge Program including, but not limited to, navigation services and trauma informed training, provide resource families with a time-limited monthly payment or voucher for child care and a child care navigator to develop a permanent child care plan. Child care providers serving the Emergency Child Care Bridge Program will be provided with trauma-informed care training and coaching.

Therefore, DHHS requests the approval of the Reimbursement Agreement between the County of Colusa and the Colusa County Office of Education (CCOE) with a term effective April 1, 2024 through June 30, 2027 in an amount not to exceed the State General Fund allocation provided each fiscal year. The State General Fund allocation amount could vary from year to year.

Current agreement (C22-097) is set to expire June 30, 2024. The renewal changes the responsibility for issuance of vouchers from DHHS to CCOE, which is why the start date is April 1, 2024 rather than July 1, 2024, so that CCOE can take over.

## Prior Board Action

C18-084, C20-122, C22-097

## Fiscal Impact/Funding Source

No impact on County General Fund as the cost is wholly covered by the State of California

General Fund with allocated funding through Senate Bill 89. The cost is not to exceed the allocation provided by the California Department of Social Services for each fiscal year.

## Action for the Clerk

Please obtain signatures on two (2) copies of the agreement and mail to
Michael P. West, Superintendent
345 5th Street, Suite A
Colusa, CA 95932

## ATTACHMENTS:

- Emergency Child Care Bridge Program Reimbursement Agreement (DOCX)

C24-____

Attachment: Emergency Child Care Bridge Program Reimbursement Agreement (9703 : Reimbursement Agreement Between the County of

## Reimbursement Agreement

This Reimbursement Agreement ("Agreement") is between the County of Colusa ("County"), a political subdivision of the State of California and Colusa County Office of Education ("CCOE"), a public agency of the State of California.

1. **Background:** The purpose of this agreement is to set forth the terms and conditions for the County and the CCOE to increase the number of foster children successfully placed in home-based family care, increase capacity of child care programs to meet the needs of foster children in their care, and maximize funding to support the child care needs of eligible families. This agreement identifies the roles and responsibilities of the County and the CCOE in efforts to recruit, retain, and support eligible families with subsidized child care, child care navigator, and child care providers to receive trauma-informed care training and coaching for foster children in their care.

   The lack of access to child care for potential foster families seeking to take in a foster child is one of the top barriers to placing young foster children with families. The passage of Senate Bill (SB) 89, established the Emergency Child Care Bridge Program for Foster Children (Bridge Program). The Bridge Program provides a monthly payment or voucher for child care for up to six months and a child care navigator. Trauma-informed care training and coaching is also provided to child care providers who care for children in foster care.

2. **Scope of Services:** County, by and through its Department of Health & Human Services (DHHS) and Probation Department, agrees to reimburse CCOE for costs of a child care navigator to access child care placements of foster children and Emergency Child Care voucher payments. CCOE will work to obtain and identify, and link children to, emergency child care and development of a long-term child care plan for the child(ren). CCOE and DHHS or Probation will facilitate communication among the applicable agencies, child care providers and the foster care provider to ensure the needs of the child are met with age-appropriate services.

3. **Reporting Requirements:** DHHS and CCOE will collaborate to ensure that all data elements are reported as required to the California Department of Social Services (CDSS) through submission of the CCB18, Emergency Child Care Bridge Program Monthly Status Report by DHHS.

4. **Term:** This Agreement shall begin on April 1, 2024 and shall continue through June 30, 2027. The parties agree to automatically renew the Agreement annually.

5. **Compensation/Reimbursement:** County will reimburse CCOE for the cost of child care navigation services, costs associated with trauma-informed care training and coaching for CCOE staff and voucher payments issued. This reimbursement shall be in an amount not to exceed the State General Fund allocation provided each fiscal year to DHHS. Invoices shall be submitted quarterly. Upon receipt of an invoice, County shall process payment to CCOE as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Invoices shall be on CCOE's letterhead, itemize the costs

incurred, and include a summary of the services provided.

As a condition of receiving Bridge Program Funds, the parties shall, to the maximum extent possible, leverage federal funding, including administrative funding, available pursuant to Title IV-E of the federal Social Security Act.

6. **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.

7. **Confidentiality:** To ensure the safety of client information, both Parties and their officers, employees, and agents shall comply with WIC section 10850, 45 Code of Federal Regulations (CFR) section 205.50 and all other applicable provisions of law which provide for the confidentiality of records and prohibit records from being opened for examination for any purpose not directly connected with the administration of public social services. Confidential information gained by access to any records from contact with foster children and their caregivers shall be used only in connection with the conduct of the program under this agreement or as otherwise permitted by law.

8. **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.

| | |
|---|---|
| | Elizabeth A. Kelly, Director<br>Colusa County Department of Health & Human Services<br>251 E. Webster Street<br>Colusa, CA 95932 |
| If to County: | |
| | Michael Rogers, Chief<br>Colusa County Probation Department<br>532 Oak Street<br>Colusa, CA 95932 |
| If to CCOE: | Michael P. West, Superintendent<br>345 5th Street, Suite A<br>Colusa, CA 95932 |

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

10. **Execution**: This Agreement may be executed in several counterparts, each of which shall



Attachment: Emergency Child Care Bridge Program Reimbursement Agreement (9703 : Reimbursement Agreement Between the County of

constitute one and the same instrument and shall become binding upon the parties.

**11. Termination**: This Agreement may be terminated for the following reasons:

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

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

C. Upon termination of program funding allocation from the California Department of Social Services.

| | |
|---|---|
| **COUNTY OF COLUSA** | **COLUSA COUNTY OFFICE OF EDUCATION** |
| _____Date:_____ | _____Date:_____ |
| Gary J. Evans, Board Chair | Michael P. West, Superintendent |
| **APPROVED AS TO FORM** | **ATTEST:** Wendy Tyler, Clerk of the Board of Supervisors |
| _____ | By _____ |
| Richard Stout, County Counsel | , Deputy |



Attachment: Emergency Child Care Bridge Program Reimbursement Agreement (9703 : Reimbursement Agreement Between the County of

# COUNTY OF COLUSA, CA 2.4

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Health and Human Services

**FROM:** Kirill Obraztsov

**SUBJECT:** Approve the Colusa County System Improvement Plan for California Work Opportunity and Responsibility to Kids (CalWORKs).

Approve the Colusa County System Improvement Plan for California Work Opportunity and Responsibility to Kids (CalWORKs).

### Detailed Description/Background of request

For the current cycle (2024 - 2026) of CalWORKs System Improvement Plan (SIP), Colusa County elected the Orientation Attendance Rate and Sanction Resolution Rate measures for the CalWORKs Outcomes and Accountability Review (Cal-OAR) system improvement. Cal-OAR is a data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and distributing outcomes and best practices.

The goal for Orientation Attendance measure is to increase the attendance rate from 40% to 50% by increasing access to child-care services and utilizing Welfare-to-Work (WTW) program services to participants. The goal for Sanction Resolution measure is to increase the rate to 10% by providing WTW services for hard to serve participants. Internal staff, external partners, and clients were among the stakeholders in determination of measures identified and goals and improvement strategies selected for system improvement plan.

CalWORKs SIP cycle starts May 1, 2024 and spans through June 30, 2026, with progress reports due in May 9, 2025 and June 12, 2026.

### Prior Board Action

N/A

### Fiscal Impact/Funding Source

**N/A**

### Action for the Clerk

Please obtain Board Chair's signature and forward approved signature sheet to Kirill Obraztsov @ DHHS for submitting to the State agency.

### ATTACHMENTS:

- CalSIP_FatalFlaw_Template_Colusa_ (DOCX)

- Appendix A - Siganature page (PDF)

# CalWORKs System Improvement Plan (Cal-SIP) Report

## County: Colusa

Executive Summary ..... 2
Introduction ..... 3
Section 1: Measures for Improvement and Strategies ..... 5
Part 1: Measure and Goal Narrative ..... 5
Part 2: Goal-level Descriptions ..... 7
Section 2: Peer Review ..... 13
Section 3: Target Measure Summary ..... 18

Attachment: CalSIP_FatalFlaw_Template_Colusa_ (9704 : Approve the Colusa County CalWORKs SIP)

# Executive Summary

**1. Please summarize the performance measures selected for improvement.**

Colusa County selected the Orientation Attendance and Sanction Resolution Rate measures for system improvement during this first Cal-OAR cycle. The performance of Orientation Attendance impacts all subsequent measures, low participation in this measure can result in low attendance in the first and subsequent activities. Colusa will focus on improving access to child care and marketing the benefits of the WTW program to customers. Colusa determined that the stigma of the program and challenges of obtaining child care timely are the largest barriers to participation.

**2. Please provide a comprehensive list of improvement strategies identified within the Cal-SIP.**

Colusa County seeks to improve their performance by implementing the following strategies: Both goals include a strategy to market the WTW program to participants, focusing specifically on re-marketing to hard to serve participants for the Sanction Resolution Rate. This will be accomplished by obtaining training on marketing effectively, developing marketing material in English and Spanish as well as making contact with customers to promote the program. The second strategy for the Orientation Attendance measure is to improve access to child care. This will be accomplished by meeting with the Child Care Services provider to collaborate on how to improve timely access to child care for our customers and implementing the necessary steps.

Attachment: CalSIP_FatalFlaw_Template_Colusa_ (9704 : Approve the Colusa County CalWORKs SIP)

# Introduction

The CalWORKs Outcomes and Accountability Review (Cal-OAR) is a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. As required by Welfare and Institutions Code (WIC) 11523, Cal-OAR consists of three core components: performance indicators, a county CalWORKs Self-Assessment (Cal-CSA), and a CalWORKs System Improvement Plan (Cal-SIP).

The Cal-OAR continuous quality improvement (Cal-CQI) process (which includes the Cal-CSA and Cal-SIP) takes place over five-year cycles. The first Cal-OAR cycle commenced on July 1, 2021, with the implementation of Cal-OAR. The Cal-SIP is the second component of the Cal-OAR CQI process. The Cal-SIP is based on the information gathered and reported from the Cal-CSA, wherein each CWD will develop a plan for improving their CalWORKs program. The Cal-SIP selects a measure or set of measures for focused improvements and development to improve the selected performance measures while pairing each Cal-SIP goal with an equity goal and/or strategy.

**1. Describe your approach to the Cal-SIP Report**

Colusa County contracted a team from the University of California, Davis Center for Human Services (UCD) to support the coordination of the Peer Review and System Improvement Plan Report. UCD created a spreadsheet outlining the writing lead, support, and reviewer for each section, along with due dates for the draft and final version of each section. UCD took the lead on drafting sections that involved compiling or analyzing data from the Peer Review and sections describing overall processes. County staff served as the reviewers for these sections. County staff drafted all other sections.

To facilitate co-writing and multiple rounds of revision, the team utilized a Word version of the report stored in a cloud server (Box.com). UCD monitored report deadlines and maintained the master draft. UCD also proofread and edited the report before transferring the content to the CDSS template.

Partners and collaborators will continue to inform the CWD's improvement efforts both informally, through periodic interagency meetings and share client casework interactions, and formally through additional stakeholder engagement events to be held in conjunction with the next SIP Progress Report. The CWD will continue to make efforts to gather feedback from current and former clients and will explore the best method(s) for encouraging clients to share their valuable insights, i.e., focus groups, surveys (at appointments and/or other methods), or follow-up phone calls.

**2. Briefly describe past and current system improvement efforts.**

Colusa County has not implemented system improvement efforts in a few years due to limited resources and high staff turnover in recent years. Colusa County originally rolled



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out the implementation of CalWORKs 2.0 in 2019. The county's small WTW caseload made it difficult to measure the success of CW 2.0 in the beginning. Then, within a year of rolling out CW 2.0, the Public Health Emergency (PHE) began, which completely altered the ability for forward momentum with participants in their journey to self-sufficiency. Since the original roll out in 2019, Colusa has seen a complete turnover in staffing of the Employment Services, from the Program Manager on down to Case Managers. Colusa County has begun developing strategies for system improvement as part of the Cal-OAR process.

**3. Briefly describe the success or failure of those efforts at improving service delivery or programmatic outcomes.**

Colusa County's small WTW caseload made it difficult to measure the success of the 2019 implementation of CW 2.0 in the beginning. Then, within a year of rolling out CW 2.0, the Public Health Emergency (PHE) began, which completely altered the ability for forward momentum with participants in their journey to self-sufficiency. Colusa County has begun developing strategies for system improvement as part of the Cal-OAR process and will then begin measuring the success or failure of those efforts.

**4. An overview of the CWD's organizational vision and mission (optional).**

Colusa County Health & Human Services Mission and Vision statements are as follows:

Mission - We are dedicated to serving Colusa County residents by offering services that improve their health, promote their well-being, and help them become productive and independent contributors to the community.

Vision – We envision a community, which supports the value of social, ethnic, and cultural diversity and responds positively to the economic and human needs of our citizens. We envision a healthy and informed community in which citizens are enabled to achieve optimal independence, self-sufficiency, and individual choice and are treated with dignity and respect.

Attachment: CalSIP_FatalFlaw_Template_Colusa_ (9704 : Approve the Colusa County CalWORKs SIP)

# Section 1: Measures for Improvement and Strategies

## Part 1: Measure and Goal Narrative

### 1. Describe the reason for selecting the measure or programmatic grouping of measures.

The CWD selected the measure Orientation Attendance from the programmatic grouping Initial Engagement at the front end of the process as performance on this measure impacts performance on all subsequent measures. For example, low participation in the orientation can result in low attendance at the first activity. Without timely participation in an appropriate first activity, customers are less likely to continue engagement, which can result in sanctions. Low engagement will also impact customers' success in getting and maintaining employment.

The CWD also selected the measure Sanction Resolution Rate from the Ongoing Engagement programmatic grouping as the CWD has consistently performed below the state average on this measure and the CWD is generally aware of challenges with performance on this measure.

### 2. Do partners and collaborators agree this is a measure or programmatic grouping of measures that should be focused on at this time?

Partners agree that initial engagement is the performance area most in need of improvement efforts, noting that it lays the foundation for all future engagement. Getting customers to the initial orientation is the biggest challenge the CWD faces, which impacts all other performance outcomes.

Partners identified stigma as a primary barrier that impacts initial engagement. Many customers are concerned about others witnessing them visiting the CWD office and knowing that they are receiving public assistance. This stigma creates apprehension and discourages many individuals from engaging with the department's services.

Partners recommended expanding strategies that have shown success in improving initial engagement including utilizing multiple channels, such as phone calls and mail, to provide customers with regular reminders of their scheduled appointments, offering transportation vouchers to customers, and providing the option for customers to complete activities via phone. This flexibility allows customers to engage in the required activities remotely, reducing barriers related to travel and in-person attendance.

Partners also agree that ongoing engagement measures, and sanction resolution specifically, are areas in need of targeted improvement strategies. Partners identified several factors that contribute to limited ongoing engagement including the availability of mental health and substance abuse services, simultaneous involvement with other systems, such as child welfare, and customers lacking organization and time management skills.



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Based on their assessment of factors impacting performance in this area, partners and collaborators offered potential strategies for improving engagement such as focused efforts on increasing customer involvement in setting their own goals and applying a holistic approach to customer engagement and being mindful of the customer's involvement in other systems, such as child welfare. Partners further suggested that efforts to improve collaboration with child welfare be considered, such as joint home visits with WTW case managers and child welfare socials workers and regular check-ins between the departments to problem solve and facilitate better coordination of services.

**3. Describe any anticipated interactions with other measures.**

The Orientation Attendance rate, as part of the Initial Engagement programmatic grouping, impacts performance on all subsequent measures. For example, low participation in the orientation can result in low attendance at the first activity. Without timely participation in an appropriate first activity, customers are less likely to continue engagement, which can result in sanctions. Low engagement will also impact customers' success in getting and maintaining employment. A high rate of orientation attendance is anticipated to positively impact all subsequent measures, in particular those in the Initial Engagement programmatic grouping.

The Sanction Resolution rate is naturally related to the CWD's Sanction rate, which is useful to consider alongside the county's Engagement rate. Sanctions are often applied in instances where customers are not participating in, or not providing verification of their participation in or valid exemption from, activities identified as part of their WTW case plan, activities that are captured by the county's Engagement rate. A consistently high rate of engagement would be expected to correspond to a lower overall sanction rate, which could impact the sanction resolution rate in one of two ways – 1) successful engagement of customers, including those most reluctant to engage, could result in a higher sanction resolution rate because customers are motivated and supported in resolving their sanction or 2) because the county's caseload and data set sizes are small, a sanction rate of 0 could be achieved in some measurement periods meaning a sanction resolution rate of 0 would actually be reflective of positive performance, as there would be no sanctions to have been requiring resolution. Higher engagement is expected to impact customers' overall success in getting and maintaining employment.

**4. Describe how the CWD will track performance measure improvement.**

The CWD will monitor and analyze the Orientation Attendance and Sanction Resolution rates on an ongoing systematic basis. The program manager will pull data monthly and lead quarterly Cal-OAR check-ins. The meeting will begin with a review of the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goals – 2.5% increase every six months. The team will use CalSAWS reports, and the



Attachment: CalSIP_FatalFlaw_Template_Colusa_ (9704 : Approve the Colusa County CalWORKs SIP)

Cal-OAR data provided by CDSS to identify successes and challenges and determine needed improvements based on the challenges.

## Part 2: Goal-level Descriptions

**Goal 1:**

Increase Orientation Attendance Rate to 50% from 40%. Review using CalSAWS reports, ad hoc reports, and individual level data monthly, improving by 2.5% every 6 months within 2 years (for a total of a 10.0% improvement).

**Strategy 1:** Market WTW to participants.

**Strategy 2:** Increase access to child-care services.

**1. Explain the reasoning or methodology which was used to determine this goal.**

Colusa County utilized data on the performance measures and feedback from partners and collaborators to identify priorities and goals for the SIP. Multiple tools (e.g., needs gap analysis, problem tree analysis, etc.) were used with internal staff, external partners, and clients to determine areas most in of improvement and identify root causes that could inform improvement goals and strategies.

Partners agree that initial engagement is the performance area most in need of immediate attention. Getting customers to the initial orientation is the biggest challenge the CWD faces, which impacts all other performance outcomes. Partners identified multiple barriers to participation in the orientation, among them stigma, a lack of transportation, and limited child care.

In terms of stigma, many customers are concerned about others witnessing them visiting the office and knowing that they are receiving public assistance. This stigma creates apprehension and discourages many individuals from engaging with the department's services.

**2. What led the CWD to these improvement strategies?**

Upon completing the CSA Report, the Cal-OAR planning team met to discuss partner feedback and further narrow the focus for the SIP. The team discussed each performance measure identified as a priority by partners, drafting a broad list of potential strategies for each measure. The team then considered the resources needed to implement the various strategies and each strategy’s potential for impacting the measure, i.e., will the strategy have a broad or narrow impact. The team selected the strategies that would have the most impact while also being feasible given the CWD’s current and projected resources.



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For example, a marketing campaign that frames Welfare-to-Work as a supportive program rather than a system of relying on government assistance will help address stigma and have a broad impact. An internal staff member has marketing training and experience working in marketing, allowing the CWD to utilize her expertise instead of hiring an outside consultant. This will reduce the cost associated with this strategy and shorten the timeline to implementation.

While stakeholders and county Welfare-to-Work leadership and staff agreed on the measures for focused improvement efforts, not all strategies proposed by partners and collaborators were chosen for inclusion in the SIP. For initial engagement, partners recommended expanding strategies that the CWD is already employing, including utilizing multiple channels, such as phone calls and mail, to provide customers with regular reminders of their scheduled appointments, offering transportation vouchers to customers, and providing the option for customers to complete activities via phone. Although the CWD did not choose to write strategies specific to these suggestions, instead focusing on stigma, as identified by both partners and the CWD as a factor in engagement, and increasing access to childcare services, which is recognized by county staff as a challenge for customers, they are successful practices that will continue to be utilized in meeting customers' needs and encouraging initial, as well as ongoing, engagement.

**3. Discuss any research or literature that supports the strategies chosen. Cite reference(s), if applicable.**

There was no applicable research considered when identifying program marketing as a strategy for this goal. It is generally recognized that increased awareness of available services and potential benefits to customers is correlated to increased engagement and participation.

It is widely acknowledged in a variety of sources that increased access to reliable, affordable childcare supports parents' ability to participate in employment at higher rates and with less interruption. However, no specific research or literature was reviewed in selecting this strategy.

**4. Describe the roles of other partners and collaborators in implementing the strategies.**

Partner and collaborator feedback was instrumental in prioritizing the focus areas and selecting goals and strategies.

Partner collaboration will be essential in disseminating the new marketing materials once they are developed. Partners will be asked to display the new materials in their offices and to direct potential clients to the updated website.

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Partners, especially Children's Services, will play a key role in implementing the second strategy. In fact, an assessment meeting and brainstorm with Children's Services are incorporated into the strategy as the first and second action step.

**5. Identify any staff education and training needs, and include any technical assistance needed to implement the strategies and achieve the goal.**

Both strategies require the development and implementation of additional staff training. For the first strategy, Employment staff will train Eligibility staff on how to use the revised marketing materials. The second strategy requires case managers to be trained on the process for obtaining child care. Both will be an ongoing training need as new staff join the CWD.

**6. Describe how the CWD plans to mitigate and/or address both known internal and external barriers to achieve the goal.**

A primary external barrier to the second strategy relating to child care is the availability of affordable child care. Additionally, clients must have reliable transportation to and from child care. Although the CWD is not able to impact the number of child care providers, it can work with partners to ensure clients are referred to available providers in a timely manner. The CWD will also incorporate routine check-ins with clients specifically to ensure that child care needs are being met (this is action step 4 in strategy 2). The CWD will also continue to provide mileage reimbursement and transportation passes to clients for whom transportation to and from child care poses a barrier.

**7. Describe how your facility will continuously evaluate each action step taken to see if improvement is being achieved (e.g., tracking tools, meetings, monitoring, etc.). Include who will be responsible for follow up and compliance.**

The CWD will monitor and analyze the Orientation Attendance rate on an ongoing systematic basis. The program manager will pull data monthly and lead quarterly Cal-OAR check-ins. The meeting will begin with a review of the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goal – 2.5% increase every six months. The team will use CalSAWS reports, and the Cal-OAR data provided by CDSS to identify successes and challenges and determine needed improvements based on the challenges.

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**Goal 2:**

Increase Sanction Resolution Rate to 10% from 0%. Review using CalSAWS reports, ad hoc reports, and individual level data monthly, improving by 2.5% every 6 months within 2 years (for a total of a 10.0% improvement).

**Strategy 1:** Re-market WTW to hard to serve participants.

**1. Explain the reasoning or methodology which was used to determine this goal.**

Colusa County utilized data on the performance measures and feedback from partners and collaborators to identify priorities and goals for the SIP. Multiple tools (e.g., needs gap analysis, problem tree analysis, etc.) were used with internal staff, external partners, and clients to determine areas most in of improvement and identify root causes that could inform improvement goals and strategies.

Partners agree that ongoing engagement measures, and sanction resolution specifically, are areas in need of targeted improvement strategies. Partners identified barriers to customer engagement including the availability of mental health and substance abuse services, simultaneous involvement with other systems, such as child welfare, and lack of organization and time management skills.

**2. What led the CWD to these improvement strategies?**

Upon completing the CSA Report, the Cal-OAR planning team met to discuss partner feedback and further narrow the focus for the SIP. The team discussed each performance measure identified as a priority by partners, drafting a broad list of potential strategies for each measure. The team then considered the resources needed to implement the various strategies and each strategy's potential for impacting the measure, i.e., will the strategy have a broad or narrow impact. The team selected the strategies that would have the most impact while also being feasible given the CWD's current and projected resources.

As noted above, a marketing campaign that frames Welfare-to-Work as a supportive program rather than a system of relying on government assistance will help address stigma and have a broad impact. An internal staff member has marketing training and experience working in marketing, allowing the CWD to utilize her expertise instead of hiring an outside consultant. This will reduce the cost associated with this strategy and shorten the timeline to implementation. Adding training on REIB and home visiting for Case Managers as action steps for this strategy recognizes the value of targeted case management designed to meet individuals' unique needs, which will benefit the hardest to engage customers as well as customers already well-engaged.

While stakeholders and county Welfare-to-Work leadership and staff agreed on the measures for focused improvement efforts, not all strategies proposed by partners and collaborators were chosen for inclusion in the SIP. Towards ongoing engagement,



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partners recommended focused efforts on increasing customer involvement in setting their own goals and applying a holistic approach to customer engagement and being mindful of the customer's involvement in other systems, such as child welfare. Partners also suggested that efforts to improve collaboration with child welfare be considered, such as joint home visits with WTW case managers and child welfare social workers and regular check-ins between the departments to problem solve and facilitate better coordination of services.

Although the CWD did not write a strategy specific to collaboration and joint home visits with child welfare partners, these suggestions are woven throughout the selected strategies and included in the action items identified during the Peer Review. For example, home visiting is included in action steps 3 and 4, and partnering with child welfare for those visits was included in the discussion of implementation. Additionally, collaboration between the departments to address challenges with mental health and substance abuse services was discussed during Peer Review and included in the action items identified. A holistic, customized, client-centered approach mindful of customers' interactions with other systems is already one of the department's values and is foundational to, and considered a part of, each of the strategies and action steps selected.

**3. Discuss any research or literature that supports the strategies chosen. Cite reference(s), if applicable.**

There was no applicable research considered when identifying program marketing as a strategy for this goal. It is generally recognized that increased awareness of available services and potential benefits to customers is correlated to increased engagement and participation.

**4. Describe the roles of other partners and collaborators in implementing the strategies.**

Partner and collaborator feedback was instrumental in prioritizing the focus areas and selecting goals and strategies.

Partner collaboration will be essential in disseminating the new marketing materials once they are developed. Partners will be asked to display the new materials in their offices and to direct potential clients to the updated website.

Opportunities may exist for joint home visits with child welfare or other local service providers as that action step (action step 4 in strategy 1) is implemented.

**5. Identify any staff education and training needs, and include any technical assistance needed to implement the strategies and achieve the goal.**

This strategy requires the development and implementation of additional staff training. Specifically, action steps in this strategy call for training Employment and Eligibility staff



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on effective marketing, and REIB and home visiting training for Employment Case Managers. These topics will continue to be an ongoing training need as new staff join the CWD.

**6. Describe how the CWD plans to mitigate and/or address both known internal and external barriers to achieve the goal.**

"The primary external barrier for this goal is customer fear and/or lack of trust due to previous or simultaneous involvement with other systems, such as child welfare and probation. The CWD will utilize tools from the training on REIB and home visiting that are part of the action steps for Case Managers to build relationships with customers. The CWD will stay mindful of the customer's involvement in other systems, such as child welfare while working to build trusting relationships with customers.

The primary internal barrier for this goal will be scheduling time for Case Managers to be out of the office for home visiting. The CWD will seek ideas from other units and similar agencies on scheduling similar activities with few staff to develop a plan for home visiting schedules.

**7. Describe how your facility will continuously evaluate each action step taken to see if improvement is being achieved (e.g., tracking tools, meetings, monitoring, etc.). Include who will be responsible for follow up and compliance.**

The CWD will monitor and analyze the Sanction Resolution rate on an ongoing systematic basis. The program manager will pull data monthly and lead quarterly Cal-OAR check-ins. The meeting will begin with a review of the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goal – 2.5% increase every six months. The team will use CalSAWS reports, and the Cal-OAR data provided by CDSS to identify successes and challenges and determine needed improvements based on the challenges.

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# Section 2: Peer Review

**Peer county/ counties selected for collaboration and consultation:**

Peer County 1: Glenn

**1. Discuss how the Peer Review process impact Cal-SIP development.**

The Peer Review provided an opportunity for Colusa County to comprehensively explore the factors that impact the performance measures chosen for focused improvement efforts, receive valuable insight and feedback on proposed strategies, and benefit from the sharing of promising practices from peer counties. The process illuminated potential challenges in implementing proposed strategies, which allowed the county to consider how to address those challenges if or when they might present themselves and develop their strategic approaches and action steps accordingly. The Peer Review process resulted in a well-thought-out set of strategies and action steps designed to affect the focus performance measures and equity goals in Colusa County.

The Peer Review further resulted in the identification of areas for additional exploration, such as improving access to mental health and substance abuse services, a potential incentive program, and evaluating the CWDs processes to ensure they are operating in a way that is most beneficial to their customers and supportive of staff retention.

Discussions during the Peer Review were particularly useful in identifying potential improvements to materials and media (website), exploring county processes, and strategies for marketing the Welfare-to-Work program benefits to customers.

**2. Discuss steps taken to conduct peer review.**

Planning. UCD prepared multiple potential peer review schedules for the county's review. Schedules spanned one to two days and included a mix of presentations and discussions. The county selected a peer review modality (in-person vs. virtual), schedule, dates, and times.

Peer Selection. The planning team identified potential peer counties using the Peer Review Survey Data Characteristics Matrix provided by CDSS. The team considered peer counties' region, size, and similarity to the host county. The county determined recruiting peers from a single peer county best met it's needs for the peer review. Colusa County contacted the potential peer county via phone and email requesting one to two peers. Glenn County agreed to provide two peers. Once identified, peers were provided with relevant materials to prepare for an effective peer review. This included the county's CSA report, slides for the Welcome Orientation and County Overview, and a list of questions to help guide their conversation with county staff.

Participants. In addition to the peers, county staff were invited to participate in the peer review. Participants included the CalWORKs program manager and WTW Supervisor.



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Peer Review. The peer review was conducted virtually on September 11 and 12, 2023. It consisted of a series of presentations and focused discussions. All sessions were facilitated by two trained facilitators from UCD. The facilitators previously conducted the county's partner and collaborator engagement events and thus had familiarity with the CWD's structure and staff.

- Welcome Orientation. The peer review began with a Welcome Orientation that introduced the peer review participants, provided an overview of Cal-OAR for participants unfamiliar with the process, introduced the Cal-OAR performance measures, and outlined the goals of the Peer Review.
- County Overview. Staff presented an overview of the county demographics and county CalWORKs department to provide peers with context for the CSA findings and SIP strategies. This included a discussion of the department's organizational structure, client demographics, staff demographics, process for assigning cases, and average caseloads.
- CSA Findings. The facilitators presented a summary of the county's performance on the Cal-OAR performance measures, highlighting measures on which the county is performing well or needing improvement. They also summarized the partner and collaborator feedback outlined in the CSA Report.
- SIP Strategies. The county presented the performance measures under consideration for the SIP and their preliminary goals, strategies, and action steps.
- Question and Answer. Peers interviewed county staff using a question list developed by UCD. The list included questions specific to each performance measure to help peers understand the root causes of the challenges the county is seeking to address with its SIP strategies. The questions also guided peers to consider county demographics and how they might impact the provision of services to marginalized populations.
- Focused Discussion. The facilitators guided peers and county staff through a discussion of the selected performance measures and SIP strategies. For each measure and strategy, the group discussed:
    - Does the strategy address the root causes of the observed trends?
    - What potential challenges do peers or staff anticipate the county will face in implementing the strategy?
    - Do peers have recommendations or other strategies for the county to consider?
- Prioritizing Strategies and Next Steps. To conclude the peer review, peers and county staff agreed on which performance measures and strategies to put forth in the SIP Report. The group then identified next steps for each strategy.

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**3. Briefly summarize observations and action items from Peer Review process.**

Root cause analysis discussion during the peer review affirmed that the selected focus areas are fitting, and draft strategies are appropriate. Observations and actions items from the Peer Review included:

- The primary challenge anticipated is staffing.
    - •Pay increases have been overshadowed by similar pay increases in neighboring counties.
    - •There are already changes planned for the county recruitment process including making the job clearer to prospective applicants by updating job descriptions and posting videos and social media content of current staff describing their position.
- Hard to engage customers will also be a challenge. While the primary barriers for many customers are around housing, transportation, and childcare, some also face mental health and/or substance abuse challenges and there are few effective resources for addressing these needs in the county at this time. In addition, the most difficult to engage customers are often also customers who have experienced generational poverty and are accustomed to living within the system and with limited income. A number of hard to engage customers also hold strong opinions about independence and privacy and may be reluctant to interact with government entities, as may customers who are in mixed documentation status households.

ACTION ITEM(S) Program messaging and marketing:

- Strategy includes/to include:
    - Explore in-house resource = new program manager who has a background in marketing.
    - Creation of materials and delivery plan for communicating program information and messaging to customers – i.e., that the county/program is there to help; explain to customers that sanction is not punitive despite the terminology; reduce fear/stigma for customers who are apprehensive to be in contact with the county/government.
        - Use of social media
        - Flyers or other materials distributed or posted in the community e.g., First Five or visit centers.
        - Lobby TVs – create and play videos in the top primary languages for the county = English, Spanish, Punjabi?
        - Update county CalWORKs and WTW webpages.
            - Include information and content in English and Spanish. Punjabi as well?
            - Review other counties' websites for ideas.
    - Training plan and timeline for existing staff and ongoing as new hires are onboarded.



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ACTION ITEM(S) Mental health and substance abuse barrier removal

- Partner/collaborate with child welfare in addressing local options for MH and SA
- MH & SA by Zoom to address barrier of transportation for services out-of-county.

ACTION ITEM(S) Opportunities exist for exploring county processes, including how the county currently conducts orientations and appraisals. For example:

- The pros and cons of restructuring the program to an integrated casework model.
- Increasing outreach to customers who may feel stigma or fear in accessing county assistance.
    - Cultural awareness and responsiveness towards mixed documentation customer households. e.g., include something about this in marketing materials.
- How customers are noticed/notified of orientation – Currently, customers are just given a time. How could the county adjust to be more flexible/meet more customer's scheduling needs?
- Method of delivery for orientation – Currently, orientations are usually conducted in-person, or over the phone in extenuating circumstances. Orientation is open ended in length, which can present challenges to childcare and transportation.
    - Should orientation continue to be offered in conjunction with appraisals or should they be separated? Noted: Glenn's orientation/appraisal model would not work well in Colusa as there are only two case manager positions.
    - Create a short reference sheet of highlights and key information from what is covered in orientation and contained in the full set of materials provided to the customer at orientation. Provide this short reference sheet along with the orientation materials to customers.
    - What are the pros and cons of a home visiting program to address barriers (i.e., transportation, childcare) and increase orientation attendance and sanction resolution? Resource availability/sustainability? E.g., would a new position be needed?

ACTION ITEM(S) Childcare is a barrier for customers.

- Strategy includes/to include:
    - County working diligently with childcare services to get childcare started right away. Finding ways to streamline the childcare process may be the best way to address this barrier.
        - Use already scheduled monthly meetings with childcare services to discuss process, barriers, needs, and potential solutions.
        - Endeavor to have these discussions before summer when childcare impacts can be exacerbated.
    - Is it possible to have childcare services specific to orientation? Note: there is no space at county offices to have childcare on site.



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- Would community drop-in centers be possible, even if only available a couple of days each week?
- Discussion of ideas to address the barrier that people are hesitant to let others watch their children.
    - Customers can choose a friend or family member, but the process is cumbersome, and some people may not want to become certified for childcare.

ACTION ITEM(S) Equity – ensure all materials, written or visual, for marketing, orientation, and/or other programmatic communications are in the primary speaking languages appropriate for the county's population and customer demographics. Be mindful of the potential literacy challenges for customers – providing written materials may not meet all customers' needs; visual materials/videos can be helpful.

ACTION ITEM(S) Explore an incentive program.

ACTION ITEM(S) Explore the need for additional customer and/or staff feedback. Is there a need or desire to survey customers on what they perceive as barriers to orientation attendance, sanction resolution, or any other performance measure or indicator? What additional insights might staff have on what prevents customers from attending orientation or resolving sanctions?

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# Section 3: Target Measure Summary

## Goal 1:

Increase Orientation Attendance Rate to 50% from 40%. Review using CalSAWS reports, ad hoc reports, and individual level data monthly improving by 2.5% every 6 months within 2 years (for a total of a 10.0% improvement).

**Performance Measure:** Orientation Attendance Rate

**Baseline Result:** 40%

| Cal-SIP Start Time: | Progress Report #1: | Progress Report #2: | Cycle End Date: |
|---|---|---|---|
| 5/1/2024 | 5/9/2025 | 6/12/2026 | 6/30/2026 |

**Strategies, Action Steps, and Tracking Improvement:**

Strategy 1: Market WTW to participants.

*Action Steps:*

1. Obtain training for Employment Services staff on how to market effectively.
2. Develop marketing material for Eligibility staff use and Employment staff use.
3. Employment staff to review marketing material and train Eligibility staff on how to use the material.
4. Add marketing material in both English and Spanish to O/A packet sent to participants.
5. Add marketing material/information in both English and Spanish to our website.

Strategy 2: Increase access to child-care services.

*Action Steps:*

1. Meet with Children's Services to gain a clear picture of the process on their end.
2. Brainstorm with Children's Services on how to obtain child care quicker for participants.
3. Train Case Managers on the process and what is needed to obtain child care.
4. Check-In phone calls from Case Manager to participant on status of child care, offer assistance if needed.

**Tracking Improvement:**

The CWD will monitor and analyze the Orientation Attendance rate on an ongoing systematic basis. The program manager will pull data monthly and lead quarterly Cal-OAR check-ins. The meeting will begin with a review of the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goal – 2.5%



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increase every six months. The team will use CalSAWS reports, and the Cal-OAR data provided by CDSS to identify successes and challenges and determine needed improvements based on the challenges.

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# Goal 2:

Increase Sanction Resolution Rate to 10% from 0%. Review using CalSAWS reports, ad hoc reports, and individual level data monthly, improving by 2.5% every 6 months within 2 years (for a total of a 10.0% improvement)

**Performance Measure:** Sanction Resolution Rate

**Baseline Result:** 0%

| Cal-SIP Start Time: 5/1/2024 | Progress Report #1: 5/9/2025 | Progress Report #2: 6/12/2026 | Cycle End Date: 6/30/2026 |
|---|---|---|---|

**Strategies, Action Steps, and Tracking Improvement:**

Strategy 1: Re-market WTW to hard to serve participants.

*Action Steps:*

1. Obtain training on how to market effectively.
2. Develop marketing material in English and Spanish and ideas for hard to serve population (See Peer Review observations and action items discussion of hard to serve populations.).
3. Obtain racial equity and implicit bias (REIB) and home visiting training for Case Managers.
4. Case Managers to contact customers by phone and/or at their home to gauge current situation/barriers.
5. Brainstorm and evaluate potential incentives for curing sanctions.

**Tracking Improvement:**

The CWD will monitor and analyze the Sanction Resolution rate on an ongoing systematic basis. The program manager will pull data monthly and lead quarterly Cal-OAR check-ins. The meeting will begin with a review of the most recent trend reports and provide progress updates on the various strategies and action steps. Every six months, the team will specifically review progress towards the stated goal – 2.5% increase every six months. The team will use CalSAWS reports, and the Cal-OAR data provided by CDSS to identify successes and challenges and determine needed improvements based on the challenges.

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# CAL-OAR REPORT SIGNATURE

For submittal of: ☐ Cal-CSA ☑ Cal-SIP ☐ Cal-SIP Progress Report

| | |
|---|---|
| **County** | Colusa |
| **Submission Date** | 11/28/2023 |
| **Cal-CQI Cycle** | 2021-2026 Cycle |
| **County Welfare Director** | |
| **Name** | Elizabeth Kelly |
| **Signature** |  |
| **Phone Number** | (530)458-0260 |
| **Board of Supervisors (BOS) Representative Signature – For Cal-SIP Approval Only** | |
| **BOS Approval Date** | |
| **Name** | [redacted] |
| **Title/Position** | [redacted] |
| **Signature** | |

## Contact Information

| | | |
|---|---|---|
| **County Cal-OAR Contact** | Name and Title | Stefanie Schantz, WTW Program Manager |
| | Phone & E-mail | stefanie.schantz@countyofcolusa.com, (530)458-0263 |

**Sign, scan, and submit the Signature Sheet along with the Cal-OAR Report to your county's SFT site.**

Attachment: Appendix A - Siganature page (9704 : Approve the Colusa County CalWORKs SIP)

# COUNTY OF COLUSA, CA

2.5

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Health and Human Services

**FROM:** Kirill Obraztsov

**SUBJECT:** **Approve Subcontract (Agreement Amendment No. AP 2324-03 S008 A1) with the Chico State Enterprises, for Senior Nutrition Program funding, effective July 1, 2023, and authorize County Administrative Officer to sign.**

Approve Subcontract (Agreement Amendment No. AP 2324-03 S008 A1) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2023, and authorize County Administrative Officer to sign.

### Detailed Description/Background of request

This is an Agreement Amendment between the County of Colusa Department of Health and Human Services and Chico State Enterprises for Senior Nutrition services through Colusa County.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico 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. Nutrition Education and risk-screening services are also provided under this program, as well as a comprehensive nursing assessment. Funding for these services is granted to the Research Foundation and then subcontracted to local entities for direct service provision to county residents. Under the terms of the agreement, the County of Colusa Health & Human Services will serve 6,315 Congregate Meals and 18,555 Home Delivered Meals to residents of Colusa County.

Since 2022, Colusa County Department of Health and Human Services has worked closely with Ministerial Association of Colusa County (MACC) to provide congregate and home delivered meals to the residents of Colusa County.

The total award of this Subcontract Agreement is to increase from $141,776 to $158,535 through the 6/30/2024.

### Prior Board Action

C21-012, C21-214, C22-061, C23-027, C23-247

**Fiscal Impact/Funding Source**
The total amount of this revenue agreement is to increase from $141,776 to $158,535 for food assistance. No impact on County General Fund.

**Action for the Clerk**
Please obtain signatures on Subcontract (Agreement AP 2324-03-S008 A1), and return signed in pdf format to Skye Gebhart at sgebhart@csuchico.edu. Please cc Kirill Obraztsov at DHHS in communication email.

**ATTACHMENTS:**

- FE AP 2324-03 S008 Colusa DHHS C23-247 (PDF)
- PE AP 2324-03 S008 A1 Colusa DHHS (PDF)

**SUBCONTRACT**

| SUBCONTRACT NUMBER AP 2324-03 S008 | AM. NO. |
|---|---|
| CONTRACTOR IDENTIFICATION NUMBER | |

THIS SUBCONTRACT, made and entered into July 1, 2023, in the State of California, by and between **Chico State Enterprises,** hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME, **Colusa County Department of Health & Human Services** hereafter **called Subcontractor**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2324-03 (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 into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

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 **7/1/2023** and will end **6/30/2024**. The maximum amount of this Subcontract is **$141,776** from the following funding sources:

| Funding Group 1 | C1 Nutrition | C2 Nutrition |
|---|---|---|
| Federal | $ 37.938 | $ 22.879 |
| State General Fund | $ 12,050 | $ 61,220 |
| State GF Augmentation | $ 0 | $ 0 |
| NSIP | $ 2,932 | $ 4,757 |
| **Total Groups** | **$ 52,920** | **$ 88,856** |
| **Grand Total** | **$141,776** | |

Subcontractor agrees to provide Nutrition (Transportation not included) 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 A1 - Scope of Work
Exhibit A2 - Scope of Services – Nutrition
EXHIBIT A3 – Scope of Services Transportation (not included)
Exhibit B1 - Budget to be provided by Subcontractor
Exhibit B2 - Budget Detail, Payment Provisions, and Closeout
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Exhibit E - Additional Provisions

| CONTRACTOR | SUBCONTRACTOR |
|---|---|
| **CHICO STATE ENTERPRISES** | **Colusa County Department of Health & Human Services** |
| BY: (AUTHORIZED SIGNATURE) Mary Sidney 12/13/23 | BY: (AUTHORIZED SIGNATURE) Wendy G Tyler |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Mary Sidney<br>Chief Executive Officer | PRINTED NAME AND TITLE OF PERSON<br>Wendy G. Tyler, CAO |
| ADDRESS/E-MAIL<br>25 Main Street, Suite 203, CA 95929-0246<br>mbently@csuchico.edu | ADDRESS/E-MAIL<br>251 E. Webster Street, Colusa,CA 95932 |



Attachment: FE AP 2324-03 S008 Colusa DHHS C23-247 (9705 : Approve the Senior Nutrition Subcontract Agreement Amendment)

**SUBCONTRACT**

| SUBCONTRACT NUMBER | A NO. |
|---|---|
| AP 2324-03 S008 | |
| CONTRACTOR IDENTIFICATION NUMBER | |

THIS SUBCONTRACT, made and entered into July 1, 2023, in the State of California, by and between **Chico State Enterprises,** hereafter called **Contractor**, and

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Exhibit D - Special Terms and Conditions
Exhibit E - Additional Provisions

| CONTRACTOR | SUBCONTRACTOR |
|---|---|
| **CHICO STATE ENTERPRISES** | **Colusa County Department of Health & Human Services** |
| BY: (AUTHORIZED SIGNATURE) | BY: (AUTHORIZED SIGNATURE) |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Mary Sidney<br>Chief Executive Officer | PRINTED NAME AND TITLE OF PERSON |
| ADDRESS/E-MAIL<br>25 Main Street, Suite 203, CA 95929-0246<br>mbently@csuchico.edu | ADDRESS/E-MAIL |



Attachment: FE AP 2324-03 S008 Colusa DHHS C23-247 (9705 : Approve the Senior Nutrition Subcontract Agreement Amendment)

# Exhibit A1
# Scope of Work
# Colusa County Department of Health & Human Services

Attachment: FE AP 2324-03 S008 Colusa DHHS C23-247 (9705 : Approve the Senior Nutrition Subcontract Agreement Amendment)

## 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.

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:

    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, Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]



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14. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, 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 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)]

16. Nutrition Education means an intervention Targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

## 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).



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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.

11. 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 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.

12. 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)]

13. 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).

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

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

16. Provide program information and assistance to the public.

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

18. 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

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c. Senior Center, 1335 Myers Street, Oroville, CA 95965

d. Williams Community Church, 315 9th Street, Williams, CA 95987

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

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

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

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

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

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

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

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

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

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

20. 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)]

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

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

23. 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.

24. 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 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.

25. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.

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# EXHIBIT A2 - SCOPE OF SERVICE
## Colusa County Department of Health & Human Services

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, 2024:

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.

   a) Subgrantee will provide 5,753 congregate meals at nutrition sites in Colusa County from July 1, 2023 through June 30, 2024.

   b) Subgrantee will provide 16,551 home-delivered meals in Colusa County from July 1, 2023 through June 30, 2024.

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 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.

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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.

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 services 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 database 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.



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2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meal expenses to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.

3. The total compensation for congregate to Subgrantee shall not exceed the maximum available funding of $49,988.
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of $84,099.
5. The total NSIP award will be available not to exceed $2,932 for congregate and $4,757.00 for home-delivered for a total of $7,689.

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.

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

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# Exhibit B1
## Sub-Contractor Budget Detail
## (III C1)

### IIIC1: CONGREGATE NUTRITION SERVICES BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months) ( X ) Original Budget ( ) Revision No. ___ Date: 8/30/2023
Fiscal Year: 2023-2024

| | | 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 | $5,494 | | | $3,009 | | $892 | | $1,593 | |
| (2) Travel/Training | $60 | | | | | | | $60 | |
| (3) Equipment* | $0 | | | | | | | | |
| (4) Subcontracts | $14,395 | | | | | | | $14,395 | |
| (5) Catered Food | $22,523 | $22,523 | | | | | | | |
| (6) Raw Food | $0 | | | | | | | | |
| (7) Other Costs | $27,122 | | | $27,122 | | | | | |
| (8) Total Direct Costs | $69,595 | $22,523 | $0 | $30,132 | $0 | $892 | $0 | $16,049 | $0 |
| (9) Indirect Costs | $6,959 | | | $6,959 | | | | | |
| (10) Total Cash/In-Kind | $76,554 | $22,523 | $0 | $37,091 | $0 | $892 | $0 | $16,049 | $0 |
| (11) TOTAL ALL COSTS | $76,554 | $22,523 | | $37,091 | | $892 | | $16,049 | |

| | (J) Budgeted | | |
|---|---|---|---|
| **FUNDING CATEGORY** | Funds | (k) Cash | (l) In-Kind |
| (12) USDA NSIP | $2,932 | $2,932 | |
| (13) Non-Matching | $0 | | |
| (14) Matching | $23,634 | $22,734 | $900 |
| (15) Grant Related Income | $0 | | |
| (16) State GF IIIC1 Funds** | $12,050 | $12,050 | |
| (17) Federal IIIC1 Grant Funds*** | $37,938 | $37,938 | |
| (18) TOTAL FUNDING | $76,554 | $75,654 | $900 |

Match (10.53% Minimum ): 31%

**Contracted # of Meals:** 4095

| **Funding Per Meal** | $ | % |
|---|---|---|
| (32) N.S.I.P. | $0.72 | 3.83% |
| (33) Non-Matching | $0.00 | 0.00% |
| (34) Matching | $5.77 | 30.87% |
| (35) Grant Related | $0.00 | 0.00% |
| (36) Title III Grant | $12.21 | 65.30% |
| (37) TOTAL | $18.69 | 100% |

| **Cost/Meal by Activities** | $ | % |
|---|---|---|
| (18) Meals | $5.50 | 29.42% |
| (19) Program Mgmt. | $9.06 | 48.45% |
| (20) Nutrition Educ | $0.22 | 1.16% |
| (21) Other | $3.92 | 20.96% |
| (22) TOTAL | $18.69 | 100% |

| **Cost/Meal by Cost Category** | $ | % |
|---|---|---|
| (23) Personnel | $1.34 | 7.18% |
| (24) Travel/Training | $0.01 | 0.08% |
| (25) Equipment | $0.00 | 0.00% |
| (26) Consultants | $3.52 | 18.80% |
| (27) Catered Food | $5.50 | 29.42% |
| (28) Raw Food | $0.00 | 0.00% |
| (29) Other Costs | $6.62 | 35.43% |
| (30) Indirect Costs | $1.70 | 9.09% |
| (31) TOTAL | $18.69 | 100% |

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P
** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field
*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field

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# Exhibit B1
## Sub-Contractor Budget Detail
## (III C2)

### IIIC2: HOME DELIVERED NUTRITION SERVICES BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months) ( X ) Original Budget ( ) Revision No. ___ Date: 8/30/2023
Fiscal Year: 2023-2024

| | | 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 | $24,115 | | | $9,458 | | $2,802 | | $11,855 | |
| (2) Travel/Training | $190 | | | | | | | $190 | |
| (3) Equipment* | $0 | | | | | | | | |
| (4) Subcontracts | $45,243 | | | | | | | $45,243 | |
| (5) Catered Food | $52,638 | $52,638 | | | | | | | |
| (6) Raw Food | $0 | | | | | | | | |
| (7) Other Costs | $11,311 | | | $11,311 | | | | | |
| (8) Total Direct Costs | $133,496 | $52,638 | $0 | $20,769 | $0 | $2,802 | $0 | $57,287 | $0 |
| (9) Indirect Costs | $13,350 | | | $13,350 | | | | | |
| (10) Total Cash/In-Kind | $146,846 | $52,638 | $0 | $34,118 | $0 | $2,802 | $0 | $57,287 | $0 |
| (11) TOTAL ALL COSTS | $146,846 | $52,638 | | $34,118 | | $2,802 | | $57,287 | |

| | (J) Budgeted | | |
|---|---|---|---|
| **FUNDING CATEGORY** | Funds | (k) Cash | (l) In-Kind |
| (12) USDA NSIP | $4,757 | $4,757 | |
| (13) Non-Matching | $0 | | |
| (14) Matching | $57,990 | $57,090 | $900 |
| (15) Grant Related Income | $0 | | |
| (16) State GF IIIC2 Funds** | $61,220 | $61,220 | |
| (17) Federal IIIC2 Grant Funds*** | $22,879 | $22,879 | |
| (18) TOTAL FUNDING | $146,846 | $145,946 | $900 |

| **Cost/Meal by Activities** | $ | % |
|---|---|---|
| (18) Meals | $4.09 | 35.85% |
| (19) Program Mgmt. | $2.65 | 23.23% |
| (20) Nutrition Educ | $0.22 | 1.91% |
| (21) Other | $4.45 | 39.01% |
| (22) TOTAL | $11.41 | 100% |

| **Cost/Meal by Cost Category** | $ | % |
|---|---|---|
| (23) Personnel | $1.87 | 16.42% |
| (24) Travel/Training | $0.01 | 0.13% |
| (25) Equipment | $0.00 | 0.00% |
| (26) Consultants | $3.52 | 30.81% |
| (27) Catered Food | $4.09 | 35.85% |
| (28) Raw Food | $0.00 | 0.00% |
| (29) Other Costs | $0.88 | 7.70% |
| (30) Indirect Costs | $1.04 | 9.09% |
| (31) TOTAL | $11.41 | 100% |

Match (10.53% Minimum ): 39%

| **Funding Per Meal** | $ | % |
|---|---|---|
| (32) N.S.I.P. | $0.37 | 3.24% |
| (33) Non-Matchin | $0.00 | 0.00% |
| (34) Matching | $4.51 | 39.49% |
| (35) Grant Relate | $0.00 | 0.00% |
| (36) Title III Grant | $6.53 | 57.27% |
| (37) TOTAL | $11.41 | 100% |

**Contracted # of Meals:** 12870

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P
** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field
*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field

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# Exhibit B2

## 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 incidentals)/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.



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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, 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:

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(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.

   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.



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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

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Sub Contractor's MTDC per funding category. [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.

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.



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B. The final date to submit a request for a budget revision initiated by Subcontractor is December 15th 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 over $5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CSE. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Contractor's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

**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 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;

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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 26, 2024.

   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 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

a) 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.



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b) 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 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 language be included in this UTC. With



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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.

13. **Order of Precedence for Exhibits.**

Any inconsistency in the provisions under this Agreement shall be resolved by giving precedence in the following order:

1. Exhibit D - Special Terms and Conditions
2. Exhibit E - Additional Provisions
3. Exhibit C - General Terms and Conditions



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# Exhibit D
## 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 | AP-2324-03 | 93.044<br>93.045<br><br>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 Americans 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. This Subcontract Agreement, and all exhibits and amendments thereto.

2. The HHS Grant Terms and Conditions.

3. The Older Americans Act and other applicable federal statutes and their implementing regulations.

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

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

6. 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

7. Program memos and other guidance issued by CDA.

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**ARTICLE II. ASSURANCES**

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

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



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(Cal. Gov. Code§ 12960) and ensures that Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

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.



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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, 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. Sub-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 1251et seq.]

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

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

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 sub-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 (l)(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

I. 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,



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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.

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



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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.

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.

0. 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



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approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

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.



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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.

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 sub-Subcontractor 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 0MB 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.



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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 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.

F. 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.

G. 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.

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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).

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, Article 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.

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

1. Date acquired.



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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

G. 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.

2. Once approval for 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.

3. 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.

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

I. 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.

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J. 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.

K. 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.

L. 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.

M. 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 (DA-funded program.

N. 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.

0. 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.

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

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

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## 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 0MB Circular A-133]. A copy shall be submitted to:

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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 0MB 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



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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.).

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 0MB 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]

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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 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 0MB 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 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 $2,000,000 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.

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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:

   $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 CSE, 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.



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In the event Subcontractor fails to keep in effect at all times said insurance coverage, CSE may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

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.



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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.

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]



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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 Agreement.

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



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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**

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 affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, or by electronic methods, provided Subcontractor retains receipt, and shall be communicated as of actual receipt. Notices mailed to Chico State Enterprises: shall be addressed to:

Chico State Enterprises
Attn: Director, Sponsored Projects Administration
25 Main Street, Suite 204
Chico, CA 95928-5388

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

B. 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 SE'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

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

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B. Encryption on Portable Computing Devices

Subcontractor and its sub-Contractors/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.

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.

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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.

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 contractors/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.

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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.

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.

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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

l. 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]

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.



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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.

   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.

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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]

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,



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# Exhibit E
# Additional Provisions

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## 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 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 Organization 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.

      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, the local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

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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 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."

16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.

17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

B. <u>Assurances Specific to Legal Service Providers (LSPs)</u>

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

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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.

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 I11-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.



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

1. Collection and reporting of program data for Sub-contractor.
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.
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.

D. 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:

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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.
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 affect a safe transition of clients to other community service providers.

E. 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.

F. 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.

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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:

   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.

   b. "Substantial number" and "significant number" shall be determined by the AAA.

   c. 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.

Note: 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]

A. 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)].



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B. 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 taken to remedy the situation.

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

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. 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.

5. 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.

6. 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 areas where such frequency is not feasible, and a lesser frequency is approved by CSE and CDA.

7. 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.

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8. 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 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.

9. 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.

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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: |
|---|---|
| Colusa County | 94-6000508 |

By (Authorized Signature):
Wendy G Tyler

Printed Name and Title of Person Signing:
Wendy G. Tyler, County Administrative Officer

| Date Executed: | Executed in the County and State of: |
|---|---|
| 12/05/2023 | Colusa |

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

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

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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.





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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, Colusa County County Administrative Officer
Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

12/05/2023
Date

CDA Program/Project

Contract Number

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# Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Wendy G. Tyler, County Administrative Officer

| Date Executed | Executed in the County of |
|---|---|
| 12/05/2023 | Colusa |

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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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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**SUBCONTRACT**

| SUBCONTRACT NUMBER **AP 2324-03 S008** | A NO. **1** |
|---|---|
| CONTRACTOR IDENTIFICATION NUMBER | |

THIS SUBCONTRACT, made and entered into July 1, 2023, in the State of California, by and between **Chico State Enterprises,** hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME, **Colusa County Department of Health & Human Services** hereafter **called Subcontractor**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2324-03 (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 into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

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 **7/1/2023** and will end 6/30/2024. The maximum amount of this Subcontract is $158,535 from the following funding sources:

| Funding Group 1 | C1 Nutrition | C2 Nutrition |
|---|---|---|
| Federal | $ 37,938 | $ 22,879 |
| Federal Am 1 | $ 9,017 | $ 12,175 |
| State General Fund | $ 12,050 | $ 61,220 |
| State General Fund Am 1 | $ <283> | $ <4,150> |
| State GF Augmentation | $ 0 | $ 0 |
| NSIP | $ 2,932 | $ 4,757 |
| Total with Am 1 | $ 61,654 | $ 96,881 |
| Grand Total with Am 1 | | $158,535 |

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 A2 - Scope of Services – Nutrition Am 1

All other terms and conditions remain the same.

| **CONTRACTOR** | **SUBCONTRACTOR** |
|---|---|
| **CHICO STATE ENTERPRISES** | **Colusa County Department of Health & Human Services** |
| BY: (AUTHORIZED SIGNATURE) | BY: (AUTHORIZED SIGNATURE) |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Mary Sidney<br>Chief Executive Officer | PRINTED NAME AND TITLE OF PERSON [redacted] |
| ADDRESS/E-MAIL<br>25 Main Street, Suite 203, CA 95929-0246<br>mbently@csuchico.edu | ADDRESS/E-MAIL [redacted] |

Attachment: PE AP 2324-03 S008 A1 Colusa DHHS (9705 : Approve the Senior Nutrition Subcontract Agreement Amendment)

Amendment 1

# EXHIBIT A2 - SCOPE OF SERVICE
## Colusa County Department of Health & Human Services

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, 2024:

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.

   a) Subgrantee will provide 5,753 + 562 for a total of 6,315 congregate meals at nutrition sites in Colusa County from July 1, 2023 through June 30, 2024.

   b) Subgrantee will provide 16,551+ 2,004 for a total of 18,555 home-delivered meals in Colusa County from July 1, 2023 through June 30, 2024.

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 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 (not modified for Am 1).

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.

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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.

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 services 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: PE AP 2324-03 S008 A1 Colusa DHHS (9705 : Approve the Senior Nutrition Subcontract Agreement Amendment)

| 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 |

(*) not modified for amendment per Passages.

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 database 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.

Attachment: PE AP 2324-03 S008 A1 Colusa DHHS (9705 : Approve the Senior Nutrition Subcontract Agreement Amendment)

2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meal expenses not to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.
3. The total compensation for congregate to Subgrantee shall not exceed the maximum available funding of $58,722.
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of $92,124.
5. The total NSIP award will be available not to exceed $2,932 for congregate and $4,757.00 for home-delivered for a total of $7,689 (no change).

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.

E. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase.

Attachment: PE AP 2324-03 S008 A1 Colusa DHHS (9705 : Approve the Senior Nutrition Subcontract Agreement Amendment)

# COUNTY OF COLUSA, CA 2.6

## Request For County Board of Supervisors Action

**MEETING DATE:** **April 9, 2024**

**DEPARTMENT:** **Health and Human Services**

**FROM:** **Elvert Richardson**

**SUBJECT:** **Approve agreement (No. 23-TAY-18141) with the State of California Housing and Community Development for the Transitional Housing Program, Round 5 and Housing Navigation and Maintenance Program, Round 2, FY 23/24 and authorize the County Administrative Officer to sign.**

Approve agreement (No. 23-TAY-18141) with the **State of California Housing and Community Development** for the Transitional Housing Program, Round 5 and Housing Navigation and Maintenance Program, Round 2, FY 23/24 and authorize the County Administrative Officer to sign.

### Detailed Description/Background of request

This agreement accepts $13,320.00 in funds from the Transitional Housing Program (THP) Round 5 and $7,371.00 in funds from the Housing Navigation and Maintenance Program (HNMP) Round 2.

The County will use all HNMP and THP funds for the support of housing navigators to help young adults, who are within the eligibility period to secure and maintain housing with priority given to young adults in the foster care system. THP and HNMP funds must be expended by June 30, 2026.

### Prior Board Action

Approval of THP Round 4 & HNMP Round 1.

### Fiscal Impact/Funding Source

$20,691 from the California Department of Housing & Community Development.

### Action for the Clerk

Following execution of the agreement please send to:
Department of Housing and Community Development
Attn: Contracts Office, Alicia Shristie
2020 West El Camino Avenue, Room 130
Sacramento, CA 95833.

### ATTACHMENTS:

- 23-TAY-18141 - Pending (PDF)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT**
STD 213 (Rev. 04/2020)

**SCO ID:**

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER |
|---|---|
| 23-TAY-18141 | |

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
County of Colusa

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Five (5) Years from the Effective Date

3. The maximum amount of this Agreement is:
$20,691.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| EXHIBITS | TITLE | PAGES |
|---|---|---|
| Exhibit A | Authority, Purpose and Scope of Work | 4 |
| Exhibit B | Budget Detail and Payment Provisions | 2 |
| Exhibit C* | State of California General Terms and Conditions | GTC - 04/201 |
| | TOTAL NUMBER OF PAGES ATTACHED | 6 |

*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
*These documents can be viewed at* https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
County of Colusa

| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 251 East Webster Street | Colusa | CA | 95932 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| [redacted] | [redacted] |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
Department of Housing and Community Development

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 2020 W. El Camino Ave., Suite 130 | Sacramento | CA | 95833 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| | Contracts Office Manager, Contract Services Section |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED |

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

Attachment: 23-TAY-18141 - Pending (9712 : Approve THP Round 5 & HNMP Round 2 Allocation Acceptance)

# EXHIBIT A

## AUTHORITY, PURPOSE, AND SCOPE OF WORK

### 1. Authority

This Standard Agreement, including the STD 213 (the "Agreement"), is made pursuant to the following statutes:

**A.** **Transitional Housing Program's (THP)** item 2240-102-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7, commencing with Health and Safety Code (HSC) Section 50807, of Part 2 of Division 31 of the Health and Safety Code (collectively, the "THP Statute").

**B.** **Housing Navigation and Maintenance Program's (HNMP)** item 2240-103-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.9 (commencing with HSC 50811) of Part 2 of Division 31 of the Health and Safety Code (collectively, the "HNMP Statute").

The Department of Housing and Community Development (the "Department") has allocated designated funding to counties for use by county child welfare services agencies.

### 2. Purpose

In accordance with the authorities cited above, the Contractor was awarded Financial Assistance (The "Allocation Acceptance Form") in the form of a grant from the THP and HNMP Programs (collectively referred to as the Grant) for the 2023-2024 fiscal year.

The purpose of the THP program is to help young adults who are 18 through 24 years of age, inclusive, (herein meaning starting at their 18th birthday until their 25th birthday known as the "eligibility period") to secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems.

The purpose of the HNMP program is to provide housing navigators to help young adults who are within the eligibility period to secure and maintain housing with priority given to young adults currently or formerly in the foster care system. Additionally, the HNMP program provides funding to the Contractors to provide training to its child welfare agency social workers and probation officers who serve nonminor dependents (HSC Section 50811).

The Allocation Acceptance Form, including all representations made by the Contractor therein, are hereby incorporated in this Agreement. The Department agrees to make the Grant based on the THP and HNMP Statutes and this Agreement.

The Department and the Contractor enter into this Agreement in accordance with the terms and conditions set forth herein; subject to all the provisions of the applicable statutes and further subject to the State laws and requirements governing State contracts.

Attachment: 23-TAY-18141 - Pending (9712 : Approve THP Round 5 & HNMP Round 2 Allocation Acceptance)

## EXHIBIT A

### 3. Scope of Work

The Contractor agrees that all THP funds disbursed pursuant to this Agreement shall be used to help young adults who are within the eligibility period to secure and maintain housing. Contractor further agrees that priority shall be given to young adults formerly in the foster care or probation systems.

The County will use all HNMP funds disbursed pursuant to this Agreement and shall be used for the support of housing navigators to help young adults, who are within the eligibility period to secure and maintain housing with priority given to young adults in the foster care system.

The Contractor agrees to use the HNMP funds for eligible activities which may include, providing training to its child welfare agency social workers and probation officers who serve nonminor dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, Transitional Housing Program-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, the social worker's and probation officer's role in identifying unstable housing situations for youth and referring youth to housing assistance programs.

The Contractor agrees to use the THP and HNMP funds for Program Activities which may include, but are not limited to the following:

A. Identifying and assisting housing services for this population within each community.

B. Helping this population secure and maintain housing (with priority given to those formerly in the state's foster care system).

C. Improving coordination of services and links to community resources within the child welfare system and the Homeless Continuum of Care.

D. Outreach and targeting to serve those with the most severe needs.

In performing the Program Activities, the Department agrees to provide the aggregate amount identified on the STD 213 cover-page, page 1 number 3 of this Agreement. In no instance shall the Department be liable for any costs for the work more than the Grant amount, or for any unauthorized or ineligible costs.

### 4. Monitoring and Reporting

The Contractor shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of five years.

Attachment: 23-TAY-18141 - Pending (9712 : Approve THP Round 5 & HNMP Round 2 Allocation Acceptance)

## EXHIBIT A

The Contractor must keep specific details of the use of the funds for the purpose of reporting as detailed herein. A reporting form, provided by the Department, shall be submitted every 6 months subsequent to the contract execution. The final report will be due no later than July 31, 2026. By January 31st of each reporting year, the Contractor shall submit a report to the Department, covering the reporting period of July 1st to December 31st, and by July 31st of each reporting year, covering the reporting period of January 1st to June 30th addressing the THP and HNMP reporting requirements, to include but not limited to, the following information:

A. The number of homeless youth served;

B. Description of how the Child Welfare Agency identified and oversaw the housing navigators and the Housing Navigation and Maintenance Program;

C. The number of current and former foster youth served;

D. The number of people served who are currently and formerly on probation;

E. The number of homeless youths who exited homelessness into temporary housing;

F. The number of homeless youths who exited homelessness into permanent housing; and,

G. Subpopulation data including:

1) Number of participants that are employed;
2) Number of participants that are students;
3) Number of participants identified as LGBTQ+;
4) Number of participants having a disability;
5) Number of participants with their own minor children in the household;
6) Average number of children per household including participants own child(ren); and,
7) Average number of household occupants where participants reside.

**5. <u>Effective Date and Expenditure Deadline</u>**

A. All Agreements are effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").

B. All Agreements shall terminate five (5) years after the Effective Dates as stated in the STD 213, paragraph 2 (the "Expiration Date").

Attachment: 23-TAY-18141 - Pending (9712 : Approve THP Round 5 & HNMP Round 2 Allocation Acceptance)

## EXHIBIT A

C. THP and HNMP funds must be expended between the Award Date and June 30, 2026 (the "Expenditure Deadline") and must observe all other performance requirements as specified herein. Any expenses incurred after June 30, 2026, will not be eligible for payment from any Grant(s) funds. To allow for sufficient processing time, final Request for Funds must be received by the Department no later than April 1, 2026.

D. Any THP and HNMP funds not disbursed and/or expended prior to June 30, 2026, shall be disencumbered and be returned to the Department. Contractor must provide check(s) payable to the Department of Housing and Community Development and be mailed to 2020 West El Camino Avenue, Attention: Accounting Division, Room 300, Sacramento, CA 95833, no later than one month following the expiration of the Expenditure Date and must reference the contract number.

Attachment: 23-TAY-18141 - Pending (9712 : Approve THP Round 5 & HNMP Round 2 Allocation Acceptance)

# EXHIBIT B

## BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. Budget Detail

**Transitional Housing Program (THP)**

The Budget Act of 2023 (Section 2.00 Chapter 12 of the Statutes of 2023 (SB 101)

2240-102-0001 – For local assistance, the Department of Housing and Community Development.

Pursuant to Section 50807(b) of the Health and Safety Code, the Department has consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing funds for use by county child welfare agencies, for the purpose of housing stability to help young adults who are 18 through 24 years of age, inclusive, (herein meaning starting at their 18th birthday until their 25th birthday) secure and maintain housing. Priority is given to young adults formerly in the state's foster care and/or probation systems.

**Housing Navigation and Maintenance Program (HNMP)**

The Budget Act of 2023 (Section 2.00 of Chapter 12 of the Statutes of 2023 (SB 101)
2240-103-0001 – For local assistance, the Department of Housing and Community Development.

### 2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

A. Resolution from the governing board of the grantee;

B. Payee Data Record (Std. 204) or Government TIN Form, as applicable; and,

C. Any other documents, certifications, or evidence deemed necessary by the Department prior to the disbursement of Grant funds.

Provisions:

(a) Notwithstanding any other law, grants awarded pursuant to this provision shall be exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code, and from the Public Contract Code and the State Contracting Manual and shall not be subject to the approval of the Department of General Services.

Attachment: 23-TAY-18141 - Pending (9712 : Approve THP Round 5 & HNMP Round 2 Allocation Acceptance)

**EXHIBIT B**

**2. Payee**

| | | |
|---|---|---|
| Name: County of Colusa | Amount: $13,320 | THP Award |
| Name: County of Colusa | Amount: $7,371 | HNMP Award |

Attachment: 23-TAY-18141 - Pending (9712 : Approve THP Round 5 & HNMP Round 2 Allocation Acceptance)

# COUNTY OF COLUSA, CA 2.7

## Request For County Board of Supervisors Action

**MEETING DATE:** **April 9, 2024**

**DEPARTMENT:** **Purchasing and Procurement**

**FROM:** **Angela Gross**

**SUBJECT:** **Ratify Service Agreement with Pacific Shredding for confidential on-site shredding services for various departments signed by the Purchasing Agent.**

Ratify service agreement with **Pacific Shredding** for confidential on-site shredding services for various departments signed by the Purchasing Agent.

### Detailed Description/Background of request

In January, at the direction of the Purchasing Agent, Purchasing and Procurement drafted and published a request for bids (RFB) for confidential on-site shredding services for various departments; seven regularly service locations: Behavioral Health, County Counsel, District Attorney, Health & Human Services (Fiscal), Probation, Health & Human Services, Public Health and one as-needed location: Purchasing.

Purchasing received two bids on February 9, 2024.

| | |
|---|---|
| Pacific Shredding | $84.00/Tote & $56.00/Console |
| Confidential Document Control LLC | $175.00/Lg. Tote & $60.00/Sm. Tote |

Confidential Document Control LLC did provide a discount for two of the department locations that have more than one receptacle (Behavioral Health and Health & Human Services). The overall cost for these services was less with Pacific Shredding. Purchasing is requesting that the Board ratify the service agreement that was signed by the Purchasing Agent for the confidential on-site shredding services.

### Prior Board Action

N/A

### Fiscal Impact/Funding Source

Budgeted within each Department's FY Budget

### Action for the Clerk

Please provide Angela @ Purchasing with a numbered contract when completed. Thanks

**ATTACHMENTS:**

- Pacific Shredding BID WORKSHEET-Updated (PDF)
- Confidential Doc Control BID WORKSHEET-Updated (PDF)
- 2. Route Service Coulusa County 2024 ( Various Locations), signed (PDF)

# BID WORKSHEET - Updated

NAME Pacific Storage Company DBA: Pacific Records Managment/ Pacific Shredding

ADDRESS P.O. Box 334

CITY Stockton STATE Ca ZIP CODE 95201 PHONE 916-649-7350

| DEPARTMENT | QTY | PRICE |
|---|---|---|
| Behavioral Health, 162 E. Carson St., Colusa - Monthly | 2 small totes<br>1 large tote | $196.00 |
| County Counsel, 605 Jay St., Colusa – Quarterly (4x @ year) | 1 small tote | $56.00 |
| District Attorney, 310 6th St., Colusa - Monthly | 1 large tote | $84.00 |
| Health & Human Services (Fiscal), 321 5th St., Colusa - Monthly | 1 large tote | $84.00 |
| Probation Department, 532 Oak St., Colusa - Monthly | 1 large tote | 84.00 |
| Health & Human Services, 251 E. Webster St., Colusa - Monthly | 3 large totes | 252.00 |
| Public Health, 251 E. Webster St., Colusa - Monthly | 1 large tote | 84.00 |
| Purchasing & Procurement, 547 Market St., Ste. 110, Colusa – As Needed | As Needed | $84.00 |
| SUBTOTAL | | $ 924.00 |
| ANY ADDITIONAL FEES (PLEASE LIST) | | $ |
| **GRAND TOTAL** | | $ 924.00 |

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES X NO

**VENDOR**

Cara DeClusin VanDeGrift
Signature

Cara Ellen DeClusin-VanDeGrift
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this _____day of_____, 2024.

Attachment: Pacific Shredding BID WORKSHEET-Updated (9708 : Ratify Service Agreement with Pacific Shredding)

# BID WORKSHEET - Updated

NAME CONFIDENTIAL DOCUMENT CONTROL LLC

ADDRESS P. O. BOX 169

CITY ROSEVILLE STATE CA ZIP CODE 95678 PHONE 916 774-8229

| DEPARTMENT | QTY | PRICE |
|---|---|---|
| Behavioral Health, 162 E. Carson St., Colusa - Monthly | 2 small totes<br>1 large tote | $275 |
| County Counsel, 605 Jay St., Colusa – Quarterly (4x @ year) ($180 x 4 pu) | 1 small tote | $60 (monthly cost) |
| District Attorney, 310 6th St., Colusa - Monthly | 1 large tote | $175 |
| Health & Human Services (Fiscal), 321 5th St., Colusa - Monthly | 1 large tote | $175 |
| Probation Department, 532 Oak St., Colusa - Monthly | 1 large tote | $175 |
| Health & Human Services, 251 E. Webster St., Colusa - Monthly | 3 large totes | $375 |
| Public Health, 251 E. Webster St., Colusa - Monthly | 1 large tote | $175 |
| Purchasing & Procurement, 547 Market St., Ste. 110, Colusa – As Needed | As Needed | ($10/Box) |
| | SUBTOTAL | $1410/month |
| | ANY ADDITIONAL FEES (PLEASE LIST) | $ 0 |
| | **GRAND TOTAL** | $1410 |

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES X NO

**VENDOR**

Signature

SAHIB HASSAN
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 8th day of March, 2024.

Attachment: Confidential Doc Control BID WORKSHEET-Updated (9708 : Ratify Service Agreement with Pacific Shredding)

PACIFIC SINCE 1856 SHREDDING

# SHREDDING SERVICE AGREEMENT

Customer: Colusa County ( Various Locations)

Service Address:

| | |
|---|---|
| Behavioral Health 162 E. Carson St., Colusa | 1 x monthly, (1) Large Tote & (2) Consoles |
| County Counsel 605 Jay St., Colusa | 1 x monthly, (1) Console |
| District Attorney 310 6th St., Colusa | 1 x monthly, (1) Large Tote |
| Health & Human Services (Fiscal) 321 5th St., Colusa | 1 x monthly, (1) Large Tote |
| Probation Department 532 Oak St., Colusa | 1 x monthly, (1) Large Tote |
| Health & Human Services 251 E. Webster St., Colusa | 1 x monthly, (3) Large Tote |
| Public Health 251 E. Webster St., Colusa | 1 x monthly, (1) Large Tote |
| Purchasing & Procurement 547 Market St., Ste. 110, Colusa | 1 x On Call , (1) Large Tote |

Bill Address: 547 Market St., Ste. 110, Colusa, Ca . 95932

Contact Person/Title: Angela Gross

| | |
|---|---|
| Phone: 530-458-0437 | Fax/Cell: |
| Email: angross@countyofcolusa.com | Hours Open: 8:00AM-5:00PM |

## ROUTE SERVICE

| # Containers | | Charge | Service Interval | Service Interval |
|---|---|---|---|---|
| 10 | Tote | $ 84.00 ea. | ____ Weekly | __X___ ( 1 ) Year |
| 3 | Console | $ 112.00 | ____ Every 2 Weeks | ____ ( ) Annual Term |
| Additional Containers- Cost per Service: | | | _X__ See Above for Service schedule | _____ Other |

| | | | |
|---|---|---|---|
| Minimum Service Charge: $56.00 per console to $ 84.00 per Tote and Service location | Date of Bin Drop: 03/26/2024 | Date of First Service: 04/30/2024 This service is a special 5 weeks to get on track with the Locations schedule. | ___X____ ON SITE |

## NOTES/DIRECTIONS

Service date(s)To Be Determined by Dispatch office once bins are delivered.
Service Calendars will be sent once order has been Signed and Dispatched for Delivery of Bins

**Billing is based on the Work Order that is Serviced. If we show up and open the Bin you will be charged. If the bin doesn't need to be serviced, please call 916-649-7390 a minimum of 48 hrs. before your scheduled service day to cancel that service date.**

Attachment: 2. Route Service Coulusa County 2024 ( Various Locations), signed (9708 : Ratify Service Agreement with Pacific Shredding)

PACIFIC SINCE 1856 SHREDDING

# SHREDDING SERVICE AGREEMENT

| | | | | | |
|---|---|---|---|---|---|
| Cara DeClusin-VanDeGrift | | | Wendy G. Tyler | | |
| Cara DeClusin-VandeGrift | 3/13/2024 | Date | Wendy G. Tyler, CAO<br>County of Colusa | Date | 3/14/2024 |

## Terms & Conditions

1. **Term**. This Agreement will automatically renew unless Authorized Representative gives Company written notice of termination sixty (60) days prior to expiration of the then- nt Renewal Term Company agrees that if Customer no longer requires collection, destruction and disposal of its material through discontinuance of its business, relocation e the area in which Company provides the destruction service or similar reason, customer may terminate this Agreement upon written notice to Company at least thirty (3( 's prior to the intended termination date, but only upon payment of all amounts then due Company.
2. **Service Price**. The schedule of charges may be adjusted from time to time to reflect changes in service levels, disposal fees (if any), and any government mandate( s, ordinances, taxes, or licenses not presently enacted.
3. **Customer's Duties and Liability**. The equipment shall be in possession and control of the Customer, who shall be responsible for the cleanliness and safekeeping of the e. Customer shall not overload, pry, burn, abuse, or use for other than the intended usage as storage of material to be destroyed, and shall be liable to Company for loss or d e in excess of reasonable wear and tear. Customer warrants that material placed in container or delivered to Company will not contain any hazardous or toxic material. Cu er agrees to defend, hold harmless and indemnify Company against any claims, other lawsuits, and any liability for injury to persons or damage to property or the enviro it connected with the use and possession of the equipment by the Customer, or breach of any warranty by the Customer.
4. **Definition of Equipment**. The word 'equipment', as used in these Terms and Conditions, shall mean all storage containers used for storage of material to be destroy ll equipment shall remain the property of the Company. The Customer shall have no right, title, or interest in the equipment, nor shall Customer make any modifications or ac s thereto, nor use it for any purpose other than as set forth herein. The Customer shall keep the equipment free and clear of all levies, liens, and encumbrances.
5. **Material**. Customer shall not deposit material, other than the agreed0upon material to be destroyed, in the containers (i.e. no garbage, hazardous, toxic, infectious, radio e, reactive, ignitable, or corrosive material). Title to and liability for any waste excluded above shall remain with Customer.
6. **Limitation of Liability**. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise deliver it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect e Services provided under this Agreement shall not exceed the aggregate amounts paid by the Customer with respect to the Services provided at the particular Customer l n during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive da s, regardless of whether the action is brought in tort, contract or any other theory.
7. **Assignment and Benefit**. This Agreement is the entire agreement of the parties and binds them and their successors and assigns, and may be modified only by a n instrument signed by both parties.
8. **Modification**. Modification of this Agreement as to price rates, frequency of collection, service, number of pieces or capability of equipment may be made by the agreer of both of the parties, orally or in writing.
9. **Charge and Payment**. Customer shall pay Company on a monthly basis for the collection, destruction, and recycling/disposal service provided by the Company, in accc e with the schedule of charges shown on this Agreement. Terms are thirty (30) days from date on invoice. Thereafter, a monthly Finance Charge may be imposed at a perc e rate of 1.5 from the date of invoice until paid.
10. **Force Majeure**. Company shall not be liable for its failure to perform hereunder due to contingencies beyond its controls, strikes, labor stoppages, riots, waters, fires, acts ( l, compliance with or change in laws, regulation or orders (whether valid or invalid) or any government, governmental body, or instrument thereof, whether now existing or he er created.
11. **Miscellaneous**. If any conflict or difference exist in this Agreement between terms that are printed and those that are typed or written language shall prevail.

Attachment: 2. Route Service Coulusa County 2024 ( Various Locations), signed (9708 : Ratify Service Agreement with Pacific Shredding)

PACIFIC SINCE 1856 SHREDDING

# SHREDDING SERVICE AGREEMENT

| DEPARTMENT | QTY | PRICE |
|---|---|---|
| Behavioral Health, 162 E. Carson St., Colusa | 2 Consoles<br>1-64 gal Tote | $196.00 |
| County Counsel, 605 Jay St., Colusa | 1 Console | $ 56.00 |
| District Attorney, 310 6th St., Colusa | 1-64 gal Tote | $84.00 |
| Health & Human Services (Fiscal), 321 5th St., Colusa | 1-64 gal Tote | $ 84.00 |
| Probation Department, 532 Oak St., Colusa | 1-64 gal Tote | $ 84.00 |
| Heath & Human Services, 251 E. Webster St., Colusa | 3-64 gal Totes | $252.00 |
| Public Health, 251 E. Webster St., Colusa | 1-64 gal Tote | $ 84.00 |
| Purchasing & Procurement, 547 Market St., Ste. 110, Colusa | 1-64 gal Tote | $84.00 |

Attachment: 2. Route Service Coulusa County 2024 ( Various Locations), signed (9708 : Ratify Service Agreement with Pacific Shredding)

# COUNTY OF COLUSA, CA

2.8

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Sheriff

**FROM:** Mathew Purcell

**SUBJECT:** Adopt a Resolution authorizing the Sheriff to receive grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program and to accept any awarded funds.

Adopt a Resolution authorizing the Sheriff to receive grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program and to accept any awarded funds.

**Detailed Description/Background of request**

The Office of the Sheriff conducts on-going Off-Highway Vehicle (OHV) law enforcement activities, including but not limited to education, preservation of natural resources, and protection of habitat. OHV patrols are conducted in the western mountainous area of Colusa County that traverses approximately 160,000 acres of public lands. The Sheriff's Office has the primary or concurrent law enforcement responsibility in this area. The OHV riding area continues to be used as one of the largest OHV areas in Northern California, experiencing in excess of 1,000 riders on heavy use days. The Sheriff's Office is the primary first responder to OHV accidents, with Sheriff's Deputies providing basic life support for victims. The grant provides the Sheriff's Office with funding to effectively continue patrolling this area and providing various services to the OHV community.

The Colusa County Sheriff's Office will be applying for the 2024/2025 OHV Law Enforcement grant in the amount of $76,390.00 with a 37% cost match of $44,725.00 for a total amount of $121,115.00.

**Prior Board Action**

A Resolution has been adopted by the Board for the OHV grant every year for the past several years, including last year's Resolution 23-014.

**Fiscal Impact/Funding Source**

The fiscal impact is $121,115.00. Grant funds will account for $76,390.00. The County's cost match will be $44,725.00. The matching fund source will be Off-Highway Vehicle License Fee in-lieu fund (Special Revenue Fund- 02132).

**Action for the Clerk**

A) Signature requirements- On Resolution only: Board Chair, County Counsel, Clerk of the Board.

B) Please return two certified copies of Signature Resolution to Sgt. Mathew Purcell for preliminary grant application submission.

**ATTACHMENTS:**

- Preliminary Grant G24 (PDF)
- General Application Requirements G24 (PDF)
- Board of Resolution (DOCX)
- Location Map 2024 (DOCM)

# Law Enforcement

## Law Enforcement Needs

FOR OFFICE USE ONLY: Version # _____ APP # _____

**ITEM 1. Describe the proposed enforcement Project including the geographical area served, educational outreach, and circumstances unique to the Applicant.**

Colusa County's Law Enforcement Project is to support the continued OHV Law Enforcement operations made possible through previous OHV grants. This grant cycle's project shall be overseen by a Sergeant / OHV Coordinator who will be responsible for overseeing the grant, scheduling, assigning, and implementation of the grants objectives. Enforcement shall consist of shifts of two fully sworn deputies or sergeants patrolling heavy OHV use areas during peak periods. In previous years, the program was extremely effective, with the deputies / sergeants conducting numerous enforcement activities, public assists, education, medical emergency response, and search and rescue operations.

Our trail system becomes extremely busy on holiday weekends and can be dangerous when the trail system is congested with riders. Our trail system has blind turns and can get narrow making accidents more likely. Being present during busy weekends to ensure riders are being safe is key. One of the biggest complaints I've heard from the community is inexperienced riders tearing up the trails and riding on the county roadways (instead of the designated trails). Even though we promote riders having fun, safety for the riders and the public is our number one concern. Riders on the roadway, specifically the M10 and Goat Mountain Road, is a major safety concern for the riders and the public. M10 and Goat Mountain Road have many blind turns and become extremely narrow at times. Keeping riders in the designated riding areas will continue to be a focus for our OHV Team. Some other reoccurring violations we've had issues with and will be focusing on are: Reckless driving, speeding in the camping areas, riding without spark arrestors, drinking and driving, improper PPE, and overcrowding issues. Our increased patrol efforts going forward would also help reduce violations and incidents of encroachment (illegal activity that may result in resource damage, trespass, or violations of closed areas) simply by being highly visible.

Over the past couple of years we've had several cold weather rescues for lost, injured or stuck riders. This is during the cold winter months where ice and snow becomes an issue. Our county commonly gets snow in the areas of Snow Mountain, Letts Lake, Board Camp, Goat Mountain, St. John Mountain, on parts of the M10, M5 and a lot of our trail systems that are higher in elevation. Our agency is in need of a cold weather UTV with protection from the elements, off road capabilities with a track system. These past couple years we've had to use personal equipment to rescue lost, injured or stuck riders in the snow because the Sheriff's Office did not have the necessary tools for the job. Some of our personal equipment was damaged in the process.

Patrol will continue to be our number one priority for our grant items requested in the preliminary grant. We know that the grant gets cut significantly from the preliminary grant to the final award amount.

**ITEM 2. Describe the number of miles, acreage or square miles patrolled.**

The OHV patrols will be conducted in the western mountainous area of Colusa County that transverses approximately one hundred and sixty thousand acres of public lands. The Sheriff's Office has the primary or concurrent law enforcement responsibility of all National Forest, Bureau of Land Management, and Bureau of Reclamation lands within Colusa County. This includes the Davis Flat area of the Mendocino National Forest. This area continues to be used as one of the largest OHV areas in Northern California, experiencing in excess of one thousand riders on heavy use days, as well as three large scale enduro events (open to the public). Bureau of Land Management lands continue to see an increase in OHV use in an area that, prior to the Sheriff's OHV program, saw no OHV law enforcement at all. All areas are of the same level of concern needing continued law enforcement attention.

Another area of concern is the Arbuckle area, specifically in the Sand Creek area and the creek beds that travel through Arbuckle and south towards the Yolo County Line (In Colusa County). We have received several citizen

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

complaints regarding OHV activity in these areas and have not been able to patrol them because our patrol vehicles cannot access them. Our OHV RZR can access the creek beds and assist in patrolling for illegal OHV activity when complaints arise. The major complaints we get are OHV riders cutting fences, trespassing and tearing up land. Riders can access most properties from the creek bed system and re-access the creek bed from several places in the Arbuckle area. Another complaint we have been receiving is OHV activity on the roadways in Arbuckle. This is a reoccurring issue that is difficult for patrol deputies to deal with due to the easy access to the creek beds which cannot be accessed with our patrol vehicles. I'm recommending we dedicate some of our OHV patrol hours to the Arbuckle creek beds and Sand Creek area when complaints arise.

Areas that are open and suitable to wheeled cross-country OHV operations exist within the project area. There are in excess of 60 miles of developed motorcycle trails, 110 miles of ATV routes, 60 miles of true four-wheel drive routes, and 120 miles of level 2 type roads, available. There are no groomed or marked snowmobile trails or routes, however, 2,000 acres of land is open and suitable for cross-country snowmobile travel.

The above described areas will be the primary targets of this program, the Colusa County Sheriff's Office acknowledges that there may be additional needs for OHV enforcement on public lands not articulated within this plan. An example would be public land adjacent to the Sacramento River that, at times, experiences violations by OHV users. While this problem has been minimal in the past, there may be occasion to utilize the OHV enforcement program to deal with it.

**ITEM 3. Describe the frequency of the patrols.**

Sworn Sheriff's Office personnel having received training in certified OHV courses will patrol in rotational two man shifts year round with a focus on major holiday weekends and Enduro events. This season is early fall weekends, spring weekends, summer weekends, special events and Holidays being the primary target of patrols. Additional personnel may be assigned depending on the circumstances presented and the need, such as large scale Enduro events. We only work Enduro events that are open to the public. That means the trails are open and additional patrol is a necessity to keep people safe on the congested trails. Normal patrol shifts will be 10 hours in duration.

Under previous grants we have asked for an average of 600 or more hours of Law Enforcement Officers staff time. This year we're asking for a total of 600 hours of law enforcement patrol time. Our young team of deputies and sergeants are motivated and dedicated to keeping our project area a fun and safe place to ride.

The Fouts Springs-Davis Flat area of the Mendocino National Forest continues to be used as one of the largest OHV areas in Northern California, experiencing in excess of one thousand riders on heavy use days, as well as three large scale Enduro events a year (open to the public). We have also had a need for OHV patrol in the Arbuckle area, specifically in the Sand Creek area and the creek beds that run through Arbuckle and run south of the county to the Yolo County Line. There have been complaints of unsafe OHV activities in the creek beds with no PPE, OHV's on the roadways and OHV's trespassing. There has also been trespassing issues on Sand Creek Road with cut fences and ATV's being caught on trails cameras. Random patrols will be conducted during off peak riding times to ensure that OHV riders are observing the local, state, and federal laws that pertain to their recreational activities. OHV Team members may deviate from their normal patrol operations to assist in search and rescue missions when they involve off-road enthusiasts. This has occurred several times the past few years when our OHV Team has been used to rescue lost, stuck or injured riders. OHV Team members will also be available for response or conduct patrols in areas where illegal OHV activities are occurring, such as on private property or public areas not open to OHV use.

**ITEM 4. How many officers will be deployed for the purposes of the proposed Project?**

Currently the Colusa County Sheriff's Office OHV Law Enforcement Team consists of 19 members who have received training in OHV courses. We have a few experienced OHV team members mixed with a group of younger deputies who are learning quickly. Approximately half of our team attending a P.O.S.T. approved OHV training three years ago at the Yuba County Sheriff's Office, put on by Jennifer Wilson. Our team is always on the lookout for additional training.

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

Our OHV Team consists of both Sergeants and Deputies who share the same OHV patrol duties. Examples of some of those duties include: patrolling the project area, issuing warnings, issuing citations for OHV related infractions, making contacts, search and rescue for injured, stuck or lost riders, providing maps, OHV education, keeping riders off closed trails and roads and first aid to injured riders.

Two deputies and / or sergeants will be deployed per shift during the project with each shift scheduled for 10 hours or as needed. Additional personnel will be assigned depending on the circumstances presented and the need. Each team member of the team is equipped with their own safety equipment and are certified in first aid, CPR and AED.

**District and County Information**

**A. California State Senate Districts**

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (https://findyourrep.legislature.ca.gov/) in your browser to determine the State Senate district(s).

☑ State Senate 04

**B. California State Assembly Districts**

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (https://findyourrep.legislature.ca.gov/) in your browser to determine the State Assembly district(s).

☑ State Assembly 03 ☑ State Assembly 04

**C. California Congressional Districts**

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA#map) in your browser to determine the Congressional district(s).

☑ Congressional District 3

**D. County**

Select one or more of the California Counties where the proposed project activities will occur.

☑ Colusa ☑ Glenn

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

# LE Certification

FOR OFFICE USE ONLY: Version # _____ APP # _____

**Law Enforcement - Page 1**

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

   The high priority law enforcement area is with the Mendocino National Forest in the western portion of Colusa County. This area contains the Stonyford Area where three OHV staging areas, the Davis Flat/Fouts Springs OHV staging area, Wolf Creek staging area and the Little Stony OHV staging area are located. All three areas are located near public roads, where OHV cross or use the roads to access trails. There are numerous campgrounds in the area and the high congestion of OHV riders in such a concentrated area is a concern for public safety. The Snow Mountain Wilderness Area is in the area and often encounters trespassers.

2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

   The law enforcement project by the Colusa County Sheriff's Office relates to OHV recreation and will sustain OHV opportunities by ensuring that all riders will have a safer opportunity to enjoy the recreational experience if there is an active patrol. At times the presence of law enforcement alone aids in keeping riders and drivers alert and aware of their actions, ensuring responsible and safe operation of the OHVs with minimal to no impact on the environment. Without this presence, damage to the environment may occur by OHV operators going off route, trespassing reports will become numerous, dangerous areas may become routinely accessed, and many participants may decide not to attend events without a patrol presence.

3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

   There are formal cooperative agreements with both the Mendocino National Forest and the Bureau of Land Management. The Sheriff's Office provides services as needed to assist in investigations, special events and details, or emergencies requested by other agencies, including the National Forest service, BLM, California Highway Patrol, California Department of Fish and Game, as well as Colusa County Environmental Health, Health and Human Services, Colusa County Road Department, Indian Valley Fire Department, and Cal-Fire.

**Law Enforcement - Page 2**

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? ○ Yes ◉ No

   Explain:

   Law enforcement costs associated with OHV events are not recovered where a local permit is required.

5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? ◉ Yes ○ No

6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

   Members of the Colusa County Sheriff's Office OHV enforcement team are required to attend an OHV training course, taught by a certified training instructor from the ATV Safety Institute. Additionally, Members are required to complete the web based UTV Safety Training Course. Members are required to possess current first aid and CPR cards. Members are also taught local, state, and federal laws which are specific to OHV enforcement.

**Law Enforcement - Page 3**

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? ◉ Yes ○ No

8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

The Colusa County Sheriff's Office is the primary law enforcement agency responsible for enforcement on federal land. There are cooperative agreements with the Mendocino National Forest, Bureau of Land Management, and the Department of the Interior relating to enforcement of specific activities. These include A Cooperative Patrol Agreement with the US Forest Service, Mendocino National Forest; MOU regarding State and Federal Jurisdiction with BLM; and Enhanced Law Enforcement Services with the Department of the Interior.

9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

The OHV in-lieu of tax funds are being used to complement the Colusa County Sheriff's Office project for this grant cycle. The funds are used for a portion of the match required by the project.

**Law Enforcement - Page 4**

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:

Not applicable.

11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? (●) Yes ( ) No

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

## Project Cost Estimate

| | | | |
|---|---|---|---|
| | FOR OFFICE USE ONLY: Version # _____ APP # _____ | | |
| **APPLICANT NAME :** | Colusa County Sheriff's Office | | |
| **PROJECT TITLE :** | Law Enforcement | **PROJECT NUMBER (Division use only) :** | G24-03-05-L01 |
| **PROJECT TYPE :** | ☑ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition<br>☐ Development ☐ Ground Operations ☐ Planning | | |
| **PROJECT DESCRIPTION :** | Colusa County's Law Enforcement Project is to support the continued OHV Law Enforcement operations made possible through previous OHV grants. This grant cycle's project shall be overseen by a Sergeant / OHV Coordinator who will be responsible for overseeing the grant, scheduling, assigning, and implementation of the grants objectives. Enforcement shall consist of shifts of two fully sworn deputies or sergeants patrolling heavy OHV use areas during peak periods. In previous years, the program was extremely effective, with the deputies / sergeants conducting numerous enforcement activities, public assists, education, medical emergency response, and search and rescue operations.<br><br>Our trail system becomes extremely busy on holiday weekends and can be dangerous when the trail system is congested with riders. Our trail system has blind turns and can get narrow making accidents more likely. Being present during busy weekends to ensure riders are being safe is key. One of the biggest complaints I've heard from the community is inexperienced riders tearing up the trails and riding on the county roadways (instead of the designated trails). Even though we promote riders having fun, safety for the riders and the public is our number one concern. Riders on the roadway, specifically the M10 and Goat Mountain Road, is a major safety concern for the riders and the public. M10 and Goat Mountain Road have many blind turns and become extremely narrow at times. Keeping riders in the designated riding areas will continue to be a focus for our OHV Team. Some other reoccurring violations we've had issues with and will be focusing on are: Reckless driving, speeding in the camping areas, riding without spark arrestors, drinking and driving, improper PPE, and overcrowding issues. Our increased patrol efforts going forward would also help reduce violations and incidents of encroachment (illegal activity that may result in resource damage, trespass, or violations of closed areas) simply by being highly visible.<br><br>Over the past couple of years we've had several cold weather rescues for lost, injured or stuck riders. This is during the cold winter months where ice and snow becomes an issue. Our county commonly gets snow in the areas of Snow Mountain, Letts Lake, Board Camp, Goat Mountain, St. John Mountain, on parts of the M10, M5 and a lot of our trail systems that are higher in elevation. Our agency is in need of a cold weather UTV with protection from the elements, off road capabilities with a track system. These past couple years we've had to use personal equipment to rescue lost, injured or stuck riders in the snow because the Sheriff's Office did not have the necessary tools for the job. Some of our personal equipment was damaged in the process.<br><br>Patrol will continue to be our number one priority for our grant items requested in the preliminary grant. We know that the grant gets cut significantly from the preliminary grant to the final award amount. | | |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

3/1/2024

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| **DIRECT EXPENSES** | | | | | | | |
| **Program Expenses** | | | | | | | |
| **1** | **Staff** | | | | | | |
| | 1. Staff-Law Enforcement Officers - Sergeants<br>Notes : Staff overtime requested at approximately 75% grant funds and 25% matching funds to fund law enforcement officer overtime shifts.<br><br>*** There was an increase in hourly rates: A 7.5% equity increase this past year. Some sergeants received a 2.5% county x-step increase and a majority of our shifts that occur on busy holiday weekends which increases our rates due to holiday pay. This is an average of our sergeants' salaries during overtime including holiday weekends.<br><br>Example of Sergeant OHV patrol duties: Patrol the project area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off closed trails and roads, first aid to injured riders. | 300.0000 | 100.000 | HRS | 30,000.00 | 22,500.00 | 7,500.00 |
| | 2. Staff-Law Enforcement Officers - Deputies<br>Notes : Staff overtime requested at approximately 75% grant funds and 25% matching funds to fund law enforcement officer overtime shifts. | 300.0000 | 85.000 | HRS | 25,500.00 | 19,125.00 | 6,375.00 |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

3/1/2024

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | *** There was an increase in hourly rates: Deputies received a 12.5% equity increase; a 2.5% cost of living increase; and some received a 2.5% county x-step increase. A majority of our shifts occur on busy holiday weekends which increases our rates due to holiday pay. This is an average overtime salary for our deputies on the OVH Team including holiday weekends.<br><br>Example of Deputy OHV patrol duties: Patrol the project area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off closed trails and roads, first aid to injured riders. | | | | | | |
| **Total for Staff** | | | | | 55,500.00 | 41,625.00 | 13,875.00 |
| **2** | **Contracts** | | | | | | |
| **3** | **Materials / Supplies** | | | | | | |
| **4** | **Equipment Use Expenses** | | | | | | |
| | 1. Equipment Use Expenses-Vehicle Operations - Fuel Notes : Fuel reimbursement at .67 cents per mile when driving to the project area from the Colusa County Sheriff's Office, while driving in the project area and from driving to the Sheriff's Office from the project area. The fuel reimbursement will be at 100% grant funds and 0% matching funds. | 4500.0000 | 0.670 | MI | 3,015.00 | 3,015.00 | 0.00 |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

3/1/2024

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | The vehicles used for our 2024 grant cycle were both purchased with grant funds and will be used 100% percent of the time for OHV operations. The vehicles used will be a 2017 Dodge 2500 4X4 (purchased with grant and match funds) and a 2019 Polaris RZR XP4 1000 (purchased with grant and match funds). | | | | | | |
| | 2. Equipment Use Expenses-Vehicle Operation and Maintenance<br>Notes : Annual service and preventative maintenance for our 2017 Dodge 2500 (purchased with grant and match funds) and our 2019 Polaris RZR XP4 1000 (purchased with grant and match funds).<br><br>Per the manual, under the periodic maintenance chart our 2019 Polaris RZR requires an oil change every 50 hours, general lubrication maintenance such as lubricating fittings, pivots, cables, etc. are required every 50 hours as well.These are only a few of the general maintenance recommendations from the owners manual.<br><br>Our Dodge 2500 requires an oil change every 4,000 miles. This is just some of the required maintenance required by Dodge, not to count any general maintenance that comes up while patrolling during the OHV season. | 2.0000 | 450.000 | EA | 900.00 | 900.00 | 0.00 |
| **Total for Equipment Use Expenses** | | | | | 3,915.00 | 3,915.00 | 0.00 |
| **5** | **Equipment Purchases** | | | | | | |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

3/1/2024

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | 1. Equipment Purchases-Cold weather side by side with tracks<br>Notes : 2024 Polaris Xpedition ADV 5 Northstar edition. This is a fully enclosed side by side with a heater equipped for rough terrain during the winter months. This side by side comes equipped with tracks so it can drive on any terrain, including ice, deep snow, mud and deep water. The side by side comes with high clearance A-arms with stabilizer bar, a full skid plate, and 14" of ground clearance.<br><br>This side by side will be purchased with 50% grant funds and 50 % matching funds.<br><br>A majority of our OHV patrol and OHV rescues occur in the mountainous area of Stonyford. We have to respond in a moment's notice and our department needs to have the capability to respond in any conditions. As of now we do not have a cold weather UTV capable of patrolling or responding in conditions with ice or snow. We've had several lost, injured and stuck riders over the past few years where we've had to use personal equipment to respond because our department did not have any equipment capable of responding in the snow. | 1.0000 | 54500.000 | EA | 54,500.00 | 27,250.00 | 27,250.00 |
| 6 | **Others** | | | | | | |
| **Total Program Expenses** | | | | | 113,915.00 | 72,790.00 | 41,125.00 |
| **TOTAL DIRECT EXPENSES** | | | | | 113,915.00 | 72,790.00 | 41,125.00 |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

3/1/2024

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| **INDIRECT EXPENSES** | | | | | | | |
| **Indirect Costs** | | | | | | | |
| **1** | **Indirect Costs** | | | | | | |
| | 1. Indirect Costs-Supervisor hours / payroll hours<br>Notes : Hours of time for payroll, logs, time sheets, reimbursement paperwork, stats and management of the grant. This includes any work on the UTV / OHV Truck, installation of equipment onto our UTV or truck, payroll, creating new spreadsheets or forms.<br><br>Sergeant rate on non-holiday weekends is approximately 90 dollars per hour and we're asking for 50% match funding and 50% grant funds. | 80.0000 | 90.000 | HRS | 7,200.00 | 3,600.00 | 3,600.00 |
| **Total Indirect Costs** | | | | | 7,200.00 | 3,600.00 | 3,600.00 |
| **TOTAL INDIRECT EXPENSES** | | | | | 7,200.00 | 3,600.00 | 3,600.00 |
| **TOTAL EXPENDITURES** | | | | | **121,115.00** | **76,390.00** | **44,725.00** |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law

Project Cost Summary for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

3/1/2024

| | Category | Total | Grant Req. | Match | Narrative |
|---|---|---|---|---|---|
| **DIRECT EXPENSES** | | | | | |
| **Program Expenses** | | | | | |
| 1 | Staff | 55,500.00 | 41,625.00 | 13,875.00 | |
| 2 | Contracts | 0.00 | 0.00 | 0.00 | |
| 3 | Materials / Supplies | 0.00 | 0.00 | 0.00 | |
| 4 | Equipment Use Expenses | 3,915.00 | 3,915.00 | 0.00 | |
| 5 | Equipment Purchases | 54,500.00 | 27,250.00 | 27,250.00 | |
| 6 | Others | 0.00 | 0.00 | 0.00 | |
| **Total Program Expenses** | | 113,915.00 | 72,790.00 | 41,125.00 | |
| **TOTAL DIRECT EXPENSES** | | 113,915.00 | 72,790.00 | 41,125.00 | |
| **INDIRECT EXPENSES** | | | | | |
| **Indirect Costs** | | | | | |
| 1 | Indirect Costs | 7,200.00 | 3,600.00 | 3,600.00 | |
| **Total Indirect Costs** | | 7,200.00 | 3,600.00 | 3,600.00 | |
| **TOTAL INDIRECT EXPENSES** | | 7,200.00 | 3,600.00 | 3,600.00 | |
| **TOTAL EXPENDITURES** | | **121,115.00** | **76,390.00** | **44,725.00** | |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law

# Environmental Review Data Sheet (ERDS)

FOR OFFICE USE ONLY: Version # _____ APP # _____

**ITEM 1 and ITEM 2**

**ITEM 1**

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? ○ Yes ◉ No
If checked YES, attach the NOD and corresponding CEQA document below. If checked NO, complete ITEM #2.

Attachment

Attachment

**ITEM 2**

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ◉ No

**ITEM 3 - Project under CEQA Guidelines Section 15378 (Click on the "Show Instructions" button for note)**

c. Are the proposed activities a “project” under CEQA Guidelines Section 15378? ○ Yes ◉ No
If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete letter d.

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a “Project” under CEQA. If checked YES, stop here. If checked NO, complete ITEM # 3e. ◉ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a “project” under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

**ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS. (Response is limited to 5,000 characters)**

**ITEM 5 - Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts. (Click on the "Show Instructions" button for more information)**

**ITEM 6 - Applicants are encouraged to refer to the USFWS IPaC to identify designated critical habitat within and surrounding the Project Area.**

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

**ITEM 7 - Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts. (Response is limited to 5,000 characters)**

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

**ITEM 8 - Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects. (Response is limited to 5,000 characters)**

**ITEM 9 - Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts. (Response is limited to 5,000 characters)**

**ITEM 10 - Hazardous Materials**

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

**ITEM 11 - Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources. Describe what analysis was completed as a part of the discussion to determine potential impacts. (Response is limited to 5,000 characters)**

**ITEM 12 - Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site. Describe what analysis was completed as a part of the discussion to determine potential impacts. (Response is limited to 5,000 characters)**

**ITEM 13 - Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations. (Response is limited to 5,000 characters)**

**CEQA/NEPA Attachment (Click on the "Show Instructions" button for more information)**

| Attachment Title | Attachment |
|---|---|
| | |

Attachment: Preliminary Grant G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

# General Application Requirements

## General

FOR OFFICE USE ONLY: Version # _____ APP # _____

**1. Agency Information**

| | | | |
|---|---|---|---|
| a. | Agency Name | Colusa County Sheriff's Office | |
| b. | Organizational Unit | 05 | |
| c. | Address | 929 Bridge St. | |
| d. | Address 2 | | |
| e. | City | Colusa | State CA Zip 95932 |
| f. | Federal ID Number | 94-6000508 | Unique Entity Id. |

g. Agency's fiscal year (beginning month and day) January-01

h. Agency Type

- ○ City
- ○ U.S. Forest Service
- ○ U.S. Bureau of Land Management
- ○ Federally or State Recognized Native American Tribe
- ○ Nonprofit Organization - 501(c)(3) status only
- ○ District
- ◉ County
- ○ U.S. Forest Service - Patrol District
- ○ Federal Agency
- ○ Educational Institution
- ○ State Agency
- ○ Certified Community Conservation Corps

**2. Project Information**

a. Project Name: General Application Requirements

b. Is implementing agency same as Agency ◉ Yes ○ No

c. Implementing Agency Name

d. Amount of Funds Requested $76,390.00 Project Cost $121,115.00

**Project Request(s) Summary**

| # | Project Type | Project Title | Grant Request | Match | Total Project Cost |
|---|---|---|---|---|---|
| 1 | G24-03-05-L01 | Law Enforcement | 76,390 | 44,725 | 121,115 |

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

FOR OFFICE USE ONLY: Version # _____ APP # _____

**3. Contact**

a. Project Administrator

| | | | | | |
|---|---|---|---|---|---|
| Name | Mathew Purcell | | | | |
| Title | Grants Administrator | | | | |
| Mailing Address | 929 Bridge St | | | | |
| City | Colusa | State | CA | Zip | 95932 |
| Telephone | (530) 458-0200 - 0215 | | | Fax | |
| E-mail Address | mpurcell@colusasheriff.com | | | | |

b. Authorized Representative

| | | | | | |
|---|---|---|---|---|---|
| Name | Joe Garofalo | | | | |
| Title | Sheriff-Coroner | | | | |
| Mailing Address | 929 Bridge Street | | | | |
| City | Colusa | State | CA | Zip | 95932 |
| Telephone | (530) 458-0200 | | | Fax | (530) 458-4697 |
| E-mail Address | jgarofalo@colusasheriff.com | | | | |

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

## Location Map

| FOR OFFICE USE ONLY: | Version # _____ | APP # _____ |
|---|---|---|

**A. Location Map**

| Attachment Title | Attachment |
|---|---|
| Location Map 2024 | |

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

## Equipment Inventory

FOR OFFICE USE ONLY: Version # _____ APP # _____

### A. Equipment Inventory

Has your agency acquired any Equipment from this Grants program that is still in use? (•) Yes ( ) No
(This question applies to Equipment purchased with Grant funds and/or claimed as match.)

| # | Item Description | Make | Model | Model Year | Vehicle Identification Number (VIN) or Serial Number | Project Agreement Number |
|---|---|---|---|---|---|---|
| 1 | 2017 Dodge Ram 2500 Pickup | Dodge | Ram 2500 | 2,017 | 3C6TR5CT2JG276478 | G16-03-05-L01 |
| 2 | 2019 Polaris RZR XP4 1000 | Polaris | RZR XP4 1000 | 2,019 | 3NSVFE99XKF421326 | G17-03-05-L01 |

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

# Habitat Management Program (HMP)

FOR OFFICE USE ONLY: Version # _____ APP # _____

## PART 1 - HABITAT MANAGEMENT PROGRAM (HMP)

**All Applicants submitting Projects involving Ground Disturbing Activities are subject to Habitat Management Program (HMP) requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.**

Applicants able to certify that none of the proposed activities listed in the Application contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2 in accordance with 14 CCR Section 4970.06.2.

1. Do any of proposed Projects involve Ground Disturbing Activities? ○ Yes ◉ No
(If you checked YES, complete Question # 2. If you checked NO, stop here, and proceed to the Public Review Process section).

2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats? ○ Yes ○ No
(If you checked YES, complete Item #2. If you checked NO, complete HMP PART 2 at time of Final Application and proceed to the Public Review Process section).

**ITEM #2**

Discuss the research and justification used to certify that the proposed Project does not contain any risk factors to special status species and/or sensitive habitats. To demonstrate that all special status species and sensitive habitat have been considered for evaluation within the HMP, Applicants are encouraged to attach a California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), United States Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC), and USFWS National Wetland Inventory (NWI) record search for the proposed Project Area. The record searches ought to cover an appropriate buffer surrounding your proposed Project footprint(s).

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

## Habitat Management Program (HMP)

| FOR OFFICE USE ONLY: | Version # _____ | APP # _____ |
|---|---|---|

**PART 2 - DETERMINE THE NEED FOR FULL HABITAT MANAGEMENT PROGRAM (HMP)**

1. *Do any of your proposed projects involve Ground Disturbing Activities? (If you checked YES, complete #2. If you checked NO, stop here.) ☐ Yes ☒ No

2. Did the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, in areas open to legal OHV Recreation including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats? (If you checked YES, stop here. If you checked NO, complete HMP Part 2 on the next page). ☐ Yes ☐ No

**PART 2 - HABITAT MANAGEMENT PROGRAM (HMP)**

| Attachment Title | Attachment |
|---|---|
| | |

**PART 2 - HABITAT MANAGEMENT PROGRAM (HMP) - Additional attachments (large size)**

i. Attachment 1

ii. Attachment 2

iii. Attachment 3

iv. Attachment 4

v. Attachment 5

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

## Public Review Process

| FOR OFFICE USE ONLY: | Version # _____ | APP # _____ |
|---|---|---|

**A. Public Notification Efforts**

(Check all that apply)

- ☐ Notice to interested person(s) (Enter date in mm/dd/yyyy format)
- ☑ Published on Applicant's website (Enter date in mm/dd/yyyy format) [2/7/2024]
- ☐ Published in local newspaper (Enter date in mm/dd/yyyy format)
- ☐ News release issued (Enter date in mm/dd/yyyy format)
- ☐ Public meeting(s)/hearing(s) held either in-person or virtual. (Enter date in mm/dd/yyyy format)

**B. Public Comments**

No comments were made.

**C. Application Development as a result of Public Comments**

a. Were changes made to the Application as a result of public comments? ☐ Yes ☐ No
(If selected YES, complete item b. If selected NO, stop here.)

b. Describe how public comments affected the Application

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

## Certifications

| FOR OFFICE USE ONLY: | Version # _____ | APP # _____ |
|---|---|---|

### 1. Applicant Certifications

#### A. General Conditions

A. ☑ The Applicant hereby certifies, under the penalty of perjury, compliance with the following terms and conditions:

1. If the Project involves a Ground Disturbing Activity, the Applicant agrees to monitor the condition of soils and wildlife in the Project Area each year in order to determine whether the soil conservation standard adopted pursuant to Public Resource Code (PRC), Section 5090.35 and the HMP prepared pursuant to Section 5090.53(a) are being met.

2. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the soil conservation standard adopted pursuant to PRC Section 5090.35 is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion, to repair and prevent accelerated erosion, until the same soil conservation standard adopted pursuant to PRC Section 5090.35 is met.

3. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the HMP prepared pursuant to PRC Section 5090.53(a) is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion until the same HMP prepared pursuant to PRC Section 5090.53(a) is met.

4. The Applicant agrees to enforce the registration of off-highway motor vehicles and the other provisions of Division 16.5 (commencing with Section 38000) of the Vehicle Code and to enforce the other applicable laws regarding the operation of off-highway motor vehicles.

5. The Applicant agrees to cooperate with appropriate law enforcement entities to provide proper law enforcement at and around the Facility.

6. The Applicant's Project is in accordance with local or federal plans and the strategic plan for OHV Recreation prepared by the OHMVR Division.

#### B. Programmatic Conditions

B. **The Applicant must describe the following programmatic conditions:**

1. Identify the potential for the facility to reduce illegal and unauthorized OHV Recreation activities in the surrounding areas:

   Our OHV Team patrols our project area for any and all illegal OHV activities such as, reckless driving, driving on the county-maintained roadways, wearing proper safety equipment, speed, driving under the influence, registration, spark arrestors, etc.

2. Describe how the Applicant is meeting the operations and maintenance needs of any existing OHV Recreation Facility under its jurisdiction:

   Our department tries to be present in our project area. We field complaints and concerns from riders who visit our project area, as well as from local citizens who live near the project area. The best way to meet the needs of people who visit the area and live in the area, is to be present and talk with people.

#### C. Fee Collection

Describe how fees collected pursuant to Section 38230 of the Vehicle Code (in-lieu funds) are utilized and whether the fees complement the Applicant's proposed Project:

In-lieu-funds are used to assist our department with matching funds for the OHV Grant. In turn, our department's OHV program patrols our project area for any illegal OHV activity and makes it a safe place to bring your family for OHV activities.

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

**D. Compliance with PRC 5090.50(b)(1)(C)**

Projects within the O&M category that affect lands identified as inventoried roadless areas by the U.S. Forest Service, are compliant with PRC 5090.50(b)(1)(C). ○ Yes ○ No

**2. Governing Body Resolution**

| Attachment Title | Attachment |
|---|---|
| | |

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

## Certification – Required Documents

| FOR OFFICE USE ONLY: | Version # _____ | APP # _____ |
|---|---|---|

1. **Written Permission with Land Manager**

| Attachment Title | Attachment |
|---|---|
| | |

2. **Verification of Nonprofit 501(c)(3) Status**

| Attachment Title | Attachment |
|---|---|
| | |

3. **Nonprofit's IRS Form 990 or equivalent**

| Attachment Title | Attachment |
|---|---|
| | |

4. **Nonprofit Certification**

| Attachment Title | Attachment |
|---|---|
| | |

Attachment: General Application Requirements G24 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SHERIFF TO RECEIVE GRANT FUNDING FROM THE OFF-HIGHWAY VEHICLE GRANT OR COOPERATIVE AGREEMENT PROGRAM AND TO ACCEPT ANY AWARDED FUNDS**

**WHEREAS**, the California Public Resources Code section 5090.50 et seq. provides for the development and implementation of a grant and cooperative agreement program to support the planning, acquisition, development, maintenance, administration, operation, enforcement, restoration, and conservation of trails, trailheads, areas, and other facilities associated with the use of off-highway motor vehicles, and programs involving off-highway motor vehicle safety or education (Grant);

**WHEREAS**, the Off-Highway Motor Vehicle Division within the California Department of Parks and Recreation is delegated with the responsibility to administer the program which provides the grants;

**WHEREAS**, the California Public Resources Code section 5090.50(b)(3) and the California State Parks Off-Highway Motor Vehicle Recreation Division Grants and Cooperative Agreements Program Regulations, regulation 4970-12(a), provides funding to local law enforcement agencies for protection of life and property, related to Off-Highway Motor Vehicle Recreation and motorized access to non-motorized recreation; and

**WHEREAS**, the California State Parks Off-Highway Motor Vehicle Recreation Division Grants and Cooperative Agreements Program Regulations regulation 4970.05.1(l) requires that all city, county and District Applicants shall submit a governing body resolution providing approval to receive Grant funding from the OHV Trust Fund.

**NOW, THEREFORE, BE IT RESOLVED,** that the Colusa County Sheriff, on behalf of the County, is authorized to apply to the California Department of Parks and Recreation Off Highway Motor Vehicle Recreation Division for grant funds for continued law enforcement services associated with the use of off-highway motor vehicles, and programs involving off highway motor vehicle safety and education.

**BE IT FURTHER RESOLVED,** the Sheriff is authorized to negotiate, execute and submit all documents needed to complete the grant fund application process on behalf of the County.

**BE IT FURTHER RESOLVED,** the Sheriff is authorized to accept any awarded grant funds, subject to Board approval, which shall only be used in accordance with the grant and the law.

//

//



Attachment: Board of Resolution [Revision 1] (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

**PASSED AND ADOPTED** this 9th day of April, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

_____
Gary J. Evans, Board Chair

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

By _____
Deputy

**APPROVED AS TO FORM:**

_____
Richard Stout, County Counsel



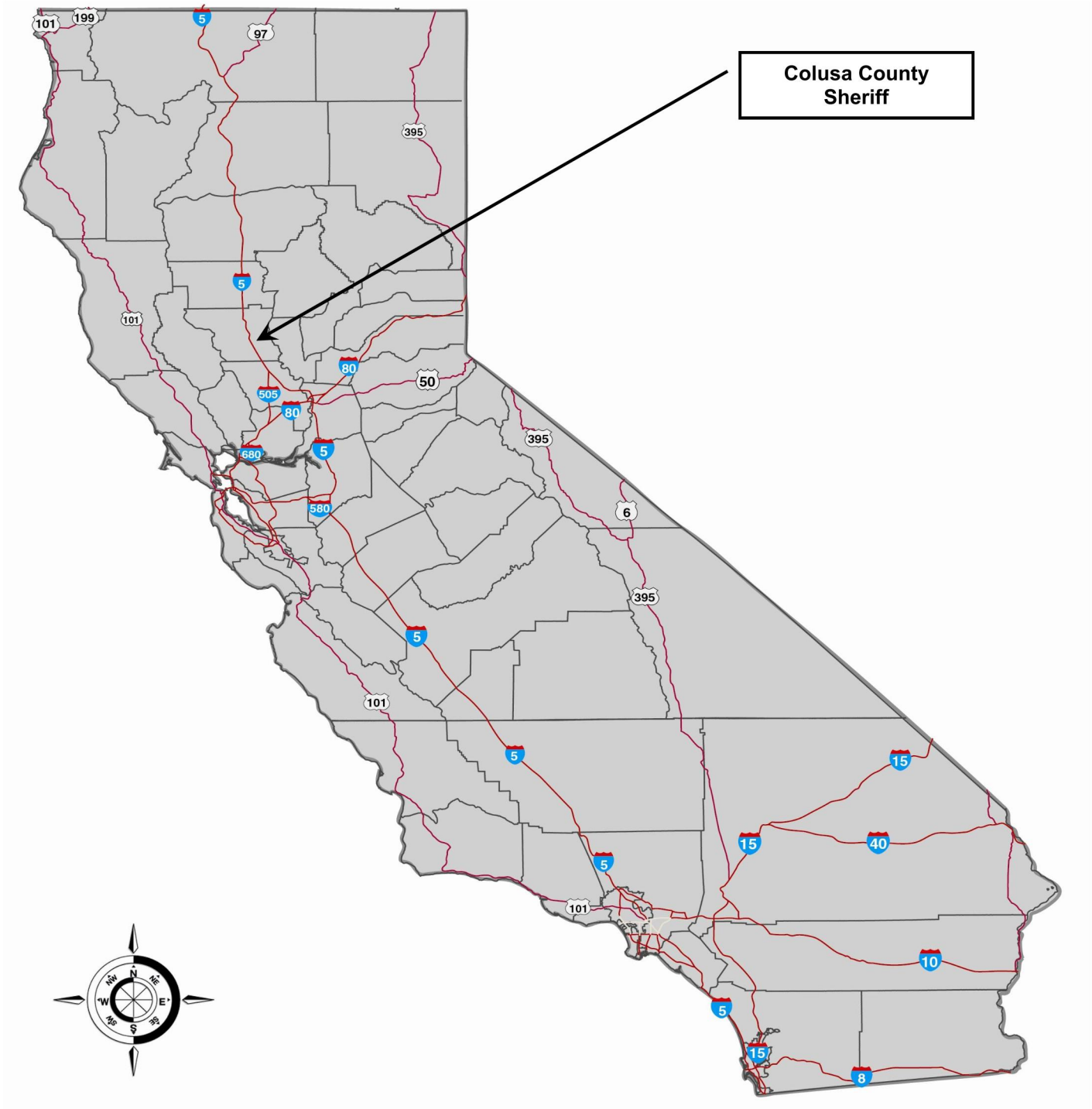
Attachment: Board of Resolution [Revision 1] (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

# LOCATION MAP

APPLICATION YEAR:
**2024**

APPLICANT NAME:
**Colusa County Sheriff**

***INSTRUCTIONS*:** *Click on the 'Applicant's Location' box and enter your agency's name in the box (deleting 'Applicant's Location'). Then click on the arrow and drag the arrow to point to your agency's general location (i.e., Headquarters, Field/District Office, etc.). Save the Location Map to your desktop or other appropriate location, then click the 'Browse…' button in OLGA to attach the Location Map and enter a title in the 'Attachment Title' field (e.g., Location Map 2013/2014).*




Attachment: Location Map 2024 (9685 : Adopt Resolution for 24/25 Off-Highway Vehicle Law Enforcement Grant)

COUNTY OF COLUSA, CA 3.1

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Board of Supervisors

**FROM:** Tiffany Jorgensen

**SUBJECT:** Adopt a proclamation expressing their deepest gratitude for PG&E and Clay Merrill for their help with the Cypress Hill Cemetery.

Adopt a proclamation expressing their deepest gratitude for PG&E and Clay Merrill for their help with the Cypress Hill Cemetery.

### Detailed Description/Background of request

Cypress Hill is a small cemetery located in Lodoga. Its origin began during the construction of East Park Reservoir in 1906. Graves were moved to Cypress Hill from the town of Zachary, which was going to be flooded from the dam construction. In the1960's, numerous pine trees were planted along the roadway corridors inside the cemetery for shade and aesthetic. The recent drought weakened these trees to a point where a large majority of them died (approximately 25). This in turn started to become a safety issue in 2023. Supervisor Evans approached PG&E's local Government Relations Representative Clay Merrill regarding the situation in the late Fall of 2023. Before the end of the year, Merrill found a way to remove the trees at no cost to Cypress Hill.

### Prior Board Action

None

### Fiscal Impact/Funding Source

None / Savings of $6,500.00 to Cemetery District.

### Action for the Clerk

Give original to Chair before meeting.

### ATTACHMENTS:

- DRAFT Proclamaiton for PG&E and Merrill Clay (DOCX)

# PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS EXPRESSING THEIR DEEPEST GRATITUDE TO MR. CLAY MERRILL AND PG&E FOR THEIR HELP WITH THE CYPRESS HILL CEMETERY

**WHEREAS,** Cypress Hill Cemetery is a small very rural poorly funded district in Western Colusa County,

**WHEREAS**, due to recent drought conditions many of the 60 plus year old conifer trees that line cemetery alleys have died creating a safety hazard,

**WHEREAS**, the Stonyford/Lodoga area is in the PSPS area of PG&E's service area in Western Colusa County,

**WHEREAS,** this PSPS area has for the last 2 to 3 years routinely been activated causing concern from local PG&E users.

**WHEREAS**, PG&E Government Relations Representative Clay Merrill has been in regular contact with Colusa County Representatives regarding these activations,

**WHEREAS**, Mr. Merrill's understanding of the local frustration and the cemetery's unfortunate situation presented a possibility of good will community support,

**WHEREAS**, PG&E routinely has many tree pruning crews working in the local area that could potentially assist the Cypress Hill Cemetery with its unfortunate situation,

**WHEREAS,** Mr. Merrill's creativity and close work with others in PG&E's ranks enabled him to get approximately 25 dead trees within the cemetery removed at no cost to the cemetery district,

**NOW, THEREFORE BE IT PROCLAIMED** that the Colusa County Board of Supervisors and the residents within the Cypress Hill Cemetery District greatly appreciate the creative approach and a job well done, and wish to thank Mr. Clay Merrill and others within the PG&E ranks.

PASSED AND ADOPTED this 9th day of April 2024.

_____

Gary J. Evans, Board Chair
Colusa County Board of Supervisors

Attachment: DRAFT Proclamaiton for PG&E and Merrill Clay [Revision 2] (9713 : Adopt Proclamation thanking PG&E and Merrill)

# COUNTY OF COLUSA, CA 3.2

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Board of Supervisors

**FROM:** Patricia Rodriguez

**SUBJECT:** Adopt Proclamation for Child Abuse Prevention Month

Adopt Proclamation for Child Abuse Prevention Month.

### Detailed Description/Background of request
Each year April is recognized as National Child Abuse Prevention Month to shed light on the epidemic that is child abuse. We strive to bring awareness that child abuse is preventable and that it is everyone's business to keep children in our community safe. We have submitted Proclamations to the Colusa County Board of Supervisor for a number of years who have graciously declared April as Child Abuse Prevention Month in our community.

### Prior Board Action
Approved annually for the month of April

### Fiscal Impact/Funding Source
None.

### Action for the Clerk
CAPC will be at the meeting to speak to this item. Please mail a copy to Casa de Esperanza as well.

### ATTACHMENTS:
- 04-09-24 Proclamation Child Abuse Prevention month April (DOCX)

# PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING APRIL 2024 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 2024 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 9th day of April 2024.

_____

Gary J. Evans, Chair

Attachment: 04-09-24 Proclamation Child Abuse Prevention month April (9718 : Adopt Proclamation for Child Abuse Prevention Month)

# COUNTY OF COLUSA, CA 3.3

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Board of Supervisors

**FROM:** Ann Nordyke

**SUBJECT:** Approve the February 13, 2024 Board of Supervisors Regular Meeting Minutes

Approve the February 13, 2024 Board of Supervisors Regular Meeting Minutes.

### Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on February 13, 2024 and the Clerk is now requesting approval of those minutes.

### Prior Board Action

None.

### Fiscal Impact/Funding Source

None

### Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Add to County website and scan into Laserfiche

### ATTACHMENTS:

- 02-13-24 Minutes (PDF)

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




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

Attachment: 02-13-24 Minutes (9729 : Approve the February 13, 2024 BOS Regular Meeting Minutes)

**COLUSA COUNTY**
**BOARD OF SUPERVISORS**
# Minutes
February 13, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 13th day of February 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith and Gary J. Evans. Absent: Supervisor Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. King addresses the Board regarding concrete, asphalt, rock and iron under Hahn Road Bridge.

Ms. Nordyke states that the Candy Grams sales the Fun Committee had for Valentines Day was very successful. Winners of the raffle prizes are as follows: Elvira Gutierrez, Public Works, Karla Harbison, Clerk-Recorders Office and Priscilla Lang, Auditor's Office.

REPORT OUT OF THE JANUARY 30, 2024 CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR. California Government Code 54957.6. Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora. Employee Organizations: All Units. Counsel states direction given staff with no reportable action.

2. LIABILITY CLAIM-California Government Code section 54956.95. Claimants: Nancy Miller. Agency claimed against: Colusa County. Counsel states the Board unanimously voted to deny the claim.

3. EMPLOYEE PERFORMANCE EVALUATION. California Government Code section 54957(b). Title: County Administrative Officer. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces the Closed Session as follows:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
California Government Code section 54956.8

Property: 1500 E Street, Williams, CA (APN 05-201-032)
Property owner: Williams School District
Negotiators: County Administrative Officer and County Counsel
Under negotiation: Price and Terms of Sale

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Friends of the River Center for Biological Diversity, et.al. v. Sites Project Authority, et. al. Yolo County Superior Court Case CV2023-2626.

3. LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Ryan Alan Dearman
Agency claimed against: Colusa County.

**I.** STAFF REPORTS

Ms. Allen reminds all to watch for low flying helicopters and spray rigs on the road. She states the Air Pollution and the Ag department booth at the Farm Show was successful.

Mr. Charter updates the Board on interest received for the month of January 2024.

Mr. Azevedo states Recology and RCRC assisted with the used oil booth at the Farm Show and had less people show up due to rain. He announces the Used Tire Amnesty program with collections every Saturday in Williams for the month of March 2024 from 8:00 a.m. to 2:00 p.m. located at the Colusa County Road Yard 5714 E. Street. He states the Huffmaster Hopper Bicycle Race representative has asked for an alternate route through Leesville in case it rains as predicted.

Mr. Plucker introduces Allison Cunningham, the new Assistant Planner for Community Development.

**CONSENT AGENDA**

Chair Evans makes time for the approval of Consent Item No's 1 through 18.

Supervisor Corona request Item No. 5 be pulled and considered separately.

Ms. Tyler request Item No.1 be pulled and considered separately.

Chair Evans so directs.

Approve Consent Item No's 2 through 4 and 6 through 18.

2. AG COMMISSIONER

Approve Contract No. **C24-014** Standard Agreement (Number 22-1694-011-SF) with the **California Department of Food and Agriculture** for Exotic Pest Detection, effective July 1, 2023.

Attachment: 02-13-24 Minutes (9729 : Approve the February 13, 2024 BOS Regular Meeting Minutes)

3. APPOINTMENT/COLLEGE CITY CEMETERY DISTRICT
Reappoint Linda Aulgur to the College City Cemetery District, effective February 21, 2024 to February 20, 2028. **(Application received: Linda Aulgur)**

4. BOARD OF SUPERVISORS
Ratify out of state travel for Supervisor Kent Boes to attend the 2024 NACo Legislative Conference in Washington DC from February 10 through February 13, 2024.

6. PUBLIC WORKS/ROAD DEPARTMENT
Approve Notice of Completion for Grimes Arbuckle & River Road Reconstruction and authorize the Director of Public Works to sign and record same.

7. PURCHASING AND PROCUREMENT/AUDITOR CONTROLLER
Approve Contract No. **C24-015** 2nd Modification to Actuarial Professional services contract, by deleting all references of Contractor (Demsey, Filliger & Associates, LLC) and replace with new Contractor, **Foster & Foster Consulting Actuaries, Inc.**

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-016** an MOU between the **Department of State Hospitals (DSH), the California Mental Health Services Authority (CalMHSA)** and the County of Colusa, effective October 1, 2023.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-017** a Participation Agreement with **California Mental Health Services Authority (CalMHSA)**, for Inter-Member Transfers (a.ka. Presumptive Transfer), effective July 1, 2023.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-018** a Participation agreement with **California Mental Health Services Authority (CalMHSA)** to provide interoperability services, effective January 1, 2024.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-019** a Participation Agreement with **California Mental Health Services Authority (CalMHSA)** for Data Archive Solution to assist with archiving legacy application Electronic Medical Record (EMR) databases, effective January 1, 2024.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-020** 4th Modification to **North Valley Behavioral Health** for inpatient psychiatric services.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-021** with **California Psychiatric Transitions, Inc.,** for mental health rehabilitation services, effective February 1, 2024.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C24-022** 5th Modification with **Stacy Johnson dba Johnson's House of Sobriety** for clean and sober transitional living facility services, effective January 1, 2024.

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15. PURCHASING AND PROCUREMENT/COUNTY ADMINISTRATIVE OFFICER
Approve Contract No. **C24-023** 3rd Modification with **Caporusso Communications** to provide public information services, effective February 1, 2024.

16. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-024** 1st Modification of a Facility Use License agreement with **Vernon Jewel Danley American Legion Post No. 218**, effective January 1, 2024

17. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-025** 1st Modification of a Facility Use License agreement with **Colusa Veterans of Foreign Wars Post No. 2441**, effective January 1, 2024.

18. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-026** 2nd Modification with **Rave Wireless, Inc. dba Rave Mobile Safety** for county-wide, mass emergency notification system, effective January 26, 2024.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Corona |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

Chair Evans makes time for Consent Item No. 1

BOARD OF SUPERVISORS
1. Approve the January 2, 2024 and January 30, 2024 Board of Supervisors Regular Meeting Minutes as presented using the current action minutes method.

Comments received by Ms. Tyler, Mr. Stout and Mr. King.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Evans |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

Chair Evans makes time for Consent Item No. 5.

BEHAVIORAL HEALTH
5. Approve out of state travel for 5 County staff to attend the National Commission on Correctional Health Care Conference in St. Louis, Missouri in April 2024.

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

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Corona |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

**III.** HUMAN RESOURCES

1. Approve the Revised Job Description for the Electronic Health Records Manager Classification and Salary Range Change from MGT12 ($4,988-$8,193) to MGT17 ($5,648-$9,272).

Comments received by Ms. Rhodes.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

2. Reclassify one position of Fiscal Program Analyst, MSC31 ($4,469 to $7,335), to Fiscal Administrative Officer, MGT16 ($5,510 to $9,045), and amend Probation's Position Allocation Schedule to reflect the change.

Comments received by Ms. Rhodes, Mr. Rogers and Ms. Tyler.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Bell |
| **SECONDER:** | Smith |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

3. Adopt Revised Job Class Table reflecting classification additions, cost-of-living adjustments, salary range adjustment and an increased hourly rate to comply with the 2024 minimum wage requirements.

Comments received by Ms. Rhodes.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Corona |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

**IV.** COMMUNITY DEVELOPMENT DEPARTMENT

1. Approve the Community Development Director to submit a letter of support to the USDA in response to Colusa County Partnership's request for $5,000 to partially meet a $10,000 grant funding match for their 2024 USDA Rural Business Development Grant Application.

Comments received by Mr. Plucker and Ms. Tyler.

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Smith |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

**V.** COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 23/24 Revenue and Appropriations Inter-Budget Adjustment No. IB-011. **(4/5 vote required)**

Comments received by Ms. Tyler.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Bell |
| **SECONDER:** | Corona |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

2. Approve Special Claims as follows:

| Invoice # | Fund/Department | Vendor | Amount |
|---|---|---|---|
| 950031226 | BUILDING & GROUNDS | EMCOR SERVICES | $145.00 |
| 950031300 | BUILDING & GROUNDS | EMCOR SERVICES | $565.00 |

Comments received by Ms. Tyler.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Corona |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Corona, Smith, Bell |
| **ABSENT:** | Boes |

**VI.** SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings/functions attended:

Homeless Housing Assistance and Prevention Action Plan meeting
California Emergency Services Association Annual Membership meeting
LAFCo meeting
Young Mothers with Cancer Fundraiser
Families with Children Fundraiser
Spoke with Ambulance Ad-Hoc Committee Member
Spoke with Sacramento River Fire Chief
Met with Reclamation District 479 for help with a Public Assistance Application
City of Colusa Council meeting
Colusa Continuum of Care meeting
Joint Colusa and Glenn Groundwater Agencies meeting
North Valley Community Foundation meeting
Public Works Appreciation Breakfast

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Constituents calls regarding flooding, homelessness, and road conditions

Supervisor Corona
Meetings/functions attended:
Colusa County Farm Show
Colusa Continuum of Care meeting
LAFCo meeting
CERF Community meeting
Funeral Services for Family and Friends
Constituent calls regarding pot holes on Wildwood and Wagner Streets

Supervisor Smith
Meetings/functions attended:
NCWA Special meeting
RCRC meeting regarding Williamson Act Ad-Hoc
Colusa County Farm Show with Assembly Member Aguiar-Curry
Public Works Appreciation Breakfast

Supervisor Smith advises that the State is terminating the bottled water grant for the Grimes Water District and a solution will need to be found.

Supervisor Evans
Meetings/functions attended:
County Counsel meetings
Sites meetings
Agenda Review
Elected Negotiation Ad-Hoc meeting
CERF Community meeting in Maxwell

Supervisor Evans state there will another CERF Community meeting in Stonyford on February 21, 2024 at 5:00 p.m.

**VII.** STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states she will be presenting the mid-year budget during the February 27, 2024 meeting.

Chair Evans declares a recess at 9:56 a.m. to convene in Closed Session.

**VIII.** CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. California Government Code section 54956.8. Property: 1500 E Street, Williams, CA (APN 05-201-032). Property owner: Williams School District. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Friends of the River Center for Biological Diversity, et.al. v. Sites Project Authority, et. al. Yolo County Superior Court Case CV2023-2626.

3. LIABILITY CLAIM - California Government Code section 54956.95. Claimants: Ryan Alan Dearman. Agency claimed against: Colusa County

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Chair Evans adjourns Closed Session at 10:52 a.m. and reconvenes in Regular Session at 1:30 p.m. with all Supervisors present, except Supervisor Boes.

**1:30 P.M.** **PUBLIC HEARING**

Chair Evans makes time for an Appeal of the Planning Commission's Resolution #23-006 for the Janus Solar Electrical generating and battery storage project which:(1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.

Chair Evans states the Board of Supervisors is now in session to review the decision of the Planning commission pursuant to Colusa County Code 44-1.80.080 the Board of Supervisors shall conduct a de novo hearing regarding Janus Solar PV, LLC's application for a Use Permit and Certification of an Environmental Impact Report.

Chair provides process over view as follows:

After receiving a report from County staff the appellant will be given 15 minutes to make their presentation. After that, the hearing will be opened up for public comment. Each person who chooses to speak during public comment period will be limited to 5 minutes. Individuals may not cede any portion of their time to anyone else. This time is an opportunity to present to the Board of Supervisors, it is not a time to cross examine other presenters. Therefore, all comments should be directed to the Board. Once public comment is over, the appellant will be given an additional 5 minutes for closing comments.

Chair Evans invites staff to present their report.

Mr. Plucker states the application is to construct and operate a solar farm that includes a battery energy storage system that would generate and store up to 80 megawatts of energy on approximately 768 acres of a 1,024 acre site. Not part of this appeal, but contingent upon the Boards action would be the applicant's request to cancel the property's Williamson Act contract. The project is approximately 6.5 miles west/southwest from the City of Williams and approximately 1.5 miles to the south of Spring Valley Road/Walnut Drive intersection. As indicated approximately 768 acres of the 1,024 acre site would be used for the project. Environmentally sensitive areas as well as portions of the project for the property owner's existing cattle operations would be maintained. The project includes approximately 196,000 solar panels and a substation on approx. 3 acres and the battery energy storage system on approximately 3 to 5 acres. Construction to take place over an 11 month period, proposed Mondays through Fridays 7:00 a.m. to 7:00 p.m., with a construction workforce peak of approximately 200 workers maximum with 50 to 150 at any one time. The focus of this presentation is provide a general overview and focus on a few of the issues. However in your deliberations today the Board will need to consider the totality of the public record, so if there are any questions on any issues or items I am leaving out because I am relying on the staff report, please ask for clarity. A draft EIR was prepared analyzing 20 issues, and released in October of 2021, the public comment period ended on November 29, 2021. Nine comments were received seven from property owners and their representative, and two State agencies. A Final EIR was released February 3, 2023, subsequent to that there were additional comment letters which resulted in several changes and additional conditions as described in the Planning Commission's August

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2nd report. The Planning Commission looked at this in 5 different meetings the first three meeting were continued. At the August 2nd meeting after hearing deliberations the Planning Commission ultimately determined the project was inconsistent with the General Plan, and at the September 6, 2023 meeting the Planning Commission adopted a Resolution denying the project. That denial is being appealed before you today.

The primary public comment made at the Planning Commission hearing was "there was no benefit to the County". A property owner has the right to develop their property in accordance with the applicable land use regulations. Because a Use Permit is a discretionary project, additional requirements are required. These additional requirements seek to also protect citizens in the area from negative impacts. Benefit to the County is secondary to a property owner's right to develop their property; and the neighbors' right not to be negatively impacted. In terms of the financial benefits, the one-time local and regional economic benefits are well documented. Further property taxes benefit all the agencies within the subject tax rate area not just the County. In addition public service mitigation fees have been proposed.

Other issues of concerns were fire safety and impacts. Currently the project is located in a CalFire Moderate Fire Hazard Severity Zone. CalFire is placing the area in a Higher Fire Hazard Severity Zone in the near future. The Williams Fire Authority and its consultant have been discussing this project with the Janus Solar representatives for over a year. The Williams Fire Authority has always considered the site as a high fire safety hazard due to the late summer occurrence of the Diablo winds, and as a result of these discussion, a series of mitigation measures have been developed. The Williams Fire Authority does not take a position for or against the project, but has stated it feels comfortable with the mitigation measures that have been imposed.

Potential view impacts has also been a concern. The Draft EIR looked at 6 simulations and the Final EIR looked at 3 more, the general conclusion when viewed from outside the Spring Valley proper is very limited impact to the view. The height of the solar panels is 6 – 13 feet above grade, depending on the topography. Because of the existing topography around the site you really won't get a good view until you actually enter the valley itself. The first glimpse will be visible with the panels over 2000 ft. away. Once you enter the property boundary itself, they will be visible with the panels over 1000 ft. away to the south, and with respect to looking to the west they will be visible over a 1000 ft. away. The cattle operation that will be preserved is the 1st thing that will actually be seen. Within the valley floor at the midway point, the solar panels will be the most visible, being 200 ft. from Spring Valley road. At the corner of the property there is a residence, the closest panels would be about 300 ft away when looking to the northeast, when looking directly to the north along Spring Valley road they would be about 200 ft. back from Spring Valley road. In summary there is about a 3000 ft. section of Spring Valley road where the panels will be about 200 ft. away from the roadway and visible from the adjoining properties.

For the purpose of certifying the EIR the Board needs to determine if that visual change is considered a significant visual impact. In addition, for the purposes of the Use Permit, is that visual change causing detriment to persons residing or working in the area? The Planning Commission was asked this but did not address this issue specifically. In terms of the General Plan consistency, there has been significant testimony both in writing and verbally that it is inconsistent with provisions of the General Plan. The

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Planning Commission used that finding to deny the project. Staff's previous analysis, and it continues to be, that the project is not inconsistent with the General Plan. The property is located in the agricultural upland general plan designation, in the foothill agricultural zoning designation. The County's General Plan is the frame work for development in the County and in the Plan there are many policies, including very important agricultural policies that seek to protect and preserve Colusa's primary industry in agricultural grounds. Staff believes that these are very specific and it is important to take a look at the general provisions and balance them against the specific provisions of the General Plan that deal with solar. The General Plan has policies that deal with on-site solar, where they are allowed outright, General Plan AG-2 provides for on-site renewable energy sources that promote on-site use. Those are permitted without discretion; you obtain a building permit and move forward. The General Plan also has policies that deal with off-site solar projects. General Plan table LU-1 references the agricultural upland general plan designation and it lists solar energy, without any reference to on-site verses off-site. But, what it does do is reference the zoning code as the document that will really define where those uses are permitted, where they are not permitted, and what triggers discretionary or a conditional use. If you look at the Zoning Ordinance, for the foothill agricultural Zone it specifically list energy generation for off-site uses with a use permit, right below it, energy generation for on-site uses as permitted. This is directly consistent with conservation element 2-3 which allows commercial alternate energy facilities, including solar on agricultural upland general plan designated land with a conditional use permit, and that's what this project is all about. Two findings are required for a Use Permit, first it has to be consistent with the General Plan, and 2nd that the established use will not be detrimental to persons residing or working in the area. The first finding the Planning Commission made the project was not consistent with the General Plan. The Board must consider all the General Plan policies in determining whether or not the Planning Commission was correct in its decision that an off-site solar project is inconsistent with the General Plan. A consistency finding with the General Plan by itself does not approve this project. Should the Board agree with the Planning Commission that when you look at all of the General Plan policies as a whole as well as the specific policies that it would be inconsistent, then we ask you to direct us to change all those provision in the General Plan and Zoning Ordinance that allow for off-site solar with a conditional use permit. With respect to the 2nd finding, the establishment of the use will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area. The EIR and the Use Permit have conditions and mitigation measures that attempt to address those to ensure the 2nd finding can be made. During the Planning Commission's review, staff informed the Commission that should it believe the project was actually detrimental, to identify what those characteristics were, so we could look at them and see if it was possible to develop additional mitigation to specific issues. Unfortunately, the Commission did not identify specific issues other than the inconsistency with the General Plan.

In this Appeal, the Board is now in the positon of determining whether the project would be detrimental to persons residing or working in the area after consideration of the totality of the record. Should the Board determine that characteristics of the project are impactful or harmful to persons working and residing in the area, then the Board will need to identify those issues to determine if those issues can actually be addressed. Should the Board determine that the detrimental characters of the project cannot be mitigated, then the Board would not be able to make the 2nd Use Permit finding. The Board has 3 option in front of them 1) should the Board find that the project and the EIR

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have addressed all the potential impacts, attached is a Resolution which the Board could use to approve the project. Staff would return at a later date with a Williamson Act contract cancellation request for the Board's consideration. 2) If the Board determines there is specific harmful aspects to this project, the Board needs to identify what those aspects are. At that point we would conduct whatever analysis is needed in order to see if they could be mitigated. 3) Deny the appeal. Should the Board determine that there are potential environmental impacts that have not been mitigated, that the project is not consistent with any aspect of the General Plan or Zoning, and that the project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area you could not uphold the appeal you would have to deny it. We would ask the Board to identify the specific issues and direct staff to return to a subsequent meeting with a denial resolution based on those specific issues.

Supervisor Smith inquires if the money going to the Parks and Recreation Districts and the Fire Department is on an annual basis?

Mr. Plucker replies yes all the public service mitigation fees are all annual payment of fees and adjusted for inflation.

Chair Evans declares a recess at 1:53 p.m. and reconvenes at 2:00 p.m.

Mr. Salas, Development Manager for RWE Clean Energy addresses the Board. He states he is here today requesting Board approval of a conditional Use Permit for a project that represent a landowner's right to do what he wants on his land. A project that is temporary; that once it is constructed will be mostly out of site, will require minimal amounts of water and most importantly represents a potential net economic benefit to the County of over 26 million dollars. RWE is a company focused on the development, construction and operation of renewable energy projects in the United States. In California we have been operating for over 10 years. We have 26 projects across 8 counties and we pride ourselves in being a strong, long term partner to the community. RWE as owner operators will be here for the 35 year lifetime of the project. The project as mentioned requires minimal amounts of water and during construction and operation even less. The project is not detrimental to the health and safety of the neighboring landowners, and the project represents a huge opportunity for economic development. We have partnered with the Favero family, longtime landowners that have been here for over 60 years. We choose the site for 3 main reasons, 1) it has never been irrigated and it is not considered prime farmland, 2) the proximity to our point of interconnection, and 3) is it is shielded naturally by the surrounding area's topography, so it is very hard to seen from outside the valley. We recognize this is an agricultural county. What we are proposing is to take less than 10% of Favero's land and less than 2% of the County's agricultural land and develop a project that is temporary, once built will not be seen by more than a hand full of people, but more importantly an opportunity for the Faveros to continue their grazing operation on the remaining 90% of this acreage. The Project would yield 4.3 million in property taxes verses around 360,000 as the property now sits these are numbers over the 35 years of operation. Staff talked about the fire mitigation fee that is around 16.5 million dollars throughout the 35 years. Then we have the General Fund, 3.5 million, Parks and Recreation 1.6 million, then the one time fiscal revenue to Colusa County during construction of the project of 800 thousand. We are talking about net economic benefit of 26 million plus dollars to the County, which is pretty significant. These benefits sound great but we do recognize

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there are concerns. We have been developing this project for years. We have heard concerns from the community, and the Planning Commission. Regarding fire, Janus will use industry leading technology, multiple fail safe and safety features to ensure that a fire isn't even an option. If we detect any anomalies the project can be shut down to avoid any potential fire. In addition to that, the 16.5 million in funding to the Williams Fire Protection Authority will fund up to 4 full time firefighters for 35 years. We have been working closely with them and we will continue to do so, in anticipation of issuance of a building permit. Regarding decommissioning of the project, who is going to be here in 35 years. RWE will post a decommissioning bond to guarantee the equipment is removed. The form of the bond and amount will be determined by the County and the County will hold this bond for the 35 year period to ensure that if for whatever reason we are not around, the project can be decommissioned and the land can be returned to its current state. Regarding dust suppression, we are proposing a dust suppressant, to be applied 5 times during construction and 3 time during operation. The manufacture's recommendation is 1 time per year so we are trying to ensure we are going above and beyond the requirements. Regarding water usage, the project will require less than 100 acre feet of water throughout the lifetime of the project. The dust suppression measures just mentioned will contribute to making that amount even less. Finally visual impacts, which have been the most voiced point of concern. To give you a perspective we have prepared visual simulation of what the project will actually look like in the valley floor. For additional context there are two residences within direct line of site of the project, the next closest residence is about a mile away, shielded by the area's topography. Janus Solar offered to go even further mitigating these concerns, and as staff mentioned, doubled the setback from Spring Valley to 200 feet. That's about 8 times the County's requirement. Again, the visual impact should be quite minimal. This project is new to the County, and represents a big change, but I do speak from experience with RWE. We are here to be long term partners to the community. We are here to hear your concerns, address your concerns and be here for 35 years if you approve this project. We look to be the best partner to the community as possible.
**(Handout of Janus Solar Project Photo Simulation on file in Clerk's office)**

Mr. Colli lawyer at Perkins Coie specializing in land use permitting, zoning compliance and CEQA addresses the Board regarding the Planning Commission's determination that a commercial solar facility on Agricultural land is prohibited under the County's General Plan. That is a position that we think is not supportable under the law. State law requires that a General Plan be internally consistent, and one or more provisions of the General Plan can't be applied to contradict another provision. No one policy can supersede other policies. There may be 25 policies that speak at a very high level about promoting agriculture; that doesn't mean you can disregard more specific policies that allow for commercial solar facilities on Ag land with a CUP. It is our position that is exactly what the Planning Commission did. To have a legally adequate General Plan the County must certify in a Resolution that the plan is internally consistent and this body did that in 2012. We are asking this Board to use its de novo discretion to review our application, review the EIR, and give full faith and credit to policy CON23 and land use table LU1, which states explicitly that commercial solar facilities are allowed on agricultural land provided that the County issues a CUP. With that we respectfully ask that you certify the EIR and approve the CUP.

Chair Evans inquires if the Board members have any questions for the appellant?

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2:14 p.m. Chair Evans opens the Public Hearing and calls for public comment and states when you approach the podium please state your name for the record and provide any documents that you wish to have placed into the record.

Mr. Mora states when he first started farming he was required to sign a document for the right to farm and it stated he might be subject to pesticides and dust. He further states this project is a good one and monetarily speaking will be a benefit to the County.

Chair Evans states with opening the public comment period we will begin with those in favor of granting the appeal, in other words, those who are for the project. As stated before, each person who wishes to speak will be given 5 minutes to do so.

Mr. King states he is a landowner and his family has been farming in Colusa County since 1860. He states he is here to stand up for property rights and the reasonable protection of property rights regarding who you are and how they may be expressed. He states there is not enough water; not enough ground water, not enough surface water, and water quantity and quality are issues. He continues we are going to have to find ways to take that land out of production. This would be several thousand acres that will not be in production and that is not prime agricultural land. He states he believes it will be arbitrary on the part of the Board to deny this project.

Mr. White states he doesn't farm but he knows what Agriculture means to this County. He states that water is a variable situation and last year we had very little profitable agriculture going on and it affected everybody in the county. We have to look for other sources of income and this project offers a lot of money. He states the presentation given today was very conclusive. It seems to be in compliance with the General Plan.

Ms. White speaks to the common good and what is best for everyone is to let the project be approved.

Mr. Polman states he is for the project because it preserves landowners right to develop their land for the best economic use of their property. He further states it also provides needed revenue to the County, has minimal impacts on residents and it preserves the land.

Chair Evans calls for any further public comment from those in favor of the project. Hearing none, Chair Evans states we will now hear from those who are against granting the appeal, limit your comments to 5 minutes.

Opponent (those in opposition)

Mr. Ferrini states he is a resident and landowner in Spring Valley and that there are also multiple landowners here today. He continues he is the last person in the world that is going to stand up here and tell somebody what they can and cannot do with their property. He does not believe in that. He states he does believe that is what our General Plan and our land use element policies are in place for. He states the battery storage and substation will take five acres of land. He further states that it is detrimental to everyone's health and now there will be several power lines running through the properties. **(Presentation on file in Clerks office)**

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Mr. Marsh states he is opposed to the project because his property is right next to it and no one wants to be looking at solar panels. He further states the money given to the Fire Department is not going to change their response time until the conditions of the roads have been addressed, of which there are potholes, gravel, sheep, cattle and flooding. He states with more solar panels you have more fires and lithium batteries are unstable. He states his tax statement has the wrong address which will affect the ETA. He states he visited Fresno County's solar project which is located next to a PG&E facility and he spoke to County Supervisor Mendez and he mentioned some of the concerns with a project like this is that under California law there is an exemption for solar panels and they are not assessed. He further states the work is being done by outside companies. **(Presentation on file in Clerks office)**

Mr. Yowell states he is a retired CA State Energy Commission Engineer Consultant. He further states he expected to see a Offtake Agreement in place or a Letter of Commitment for the power purchase. He speaks to greenhouse policy which changed last year with science.

Ms. Marsh states the environmental site report includes 52 pages of government agencies who were talked to or addressed and asked for information about the 1830 Spring Valley Road site which is not involved in this site at all. She continues she is suspicious when you can't even go to the Assessor's office and verify who owns the site address. What else is wrong with the whole proposal? She further states a year ago today the County Economic Development Strategy talked to a lot of the voting constituents and asked: If you could protect one thing in the County what would it be? With 192 respondents they stated they want to protect the rural quality of life and the safety, after that was rivers, reserves, parks and open spaces. That's important for the Board to realize. Nowhere did they ask for an industrial commercial power plant to be put into the foothills of Colusa. She states in the Draft and Final Environmental Impact Report it talks about the fire mitigation fee as $300,000 but here it says that amount is going to be the cap given every year, after the deduction of the fire suppression and protective service assessment, which according to Chief Gilbert, is about $110,000, so the Fire Department would not be getting $300,000 a year it's more like under $200,000 a year. She further states the inconsistencies with the document gives us great pause about what is going on. Within that documentation it said it was to continue the existing fire fighter positions that are scheduled to expire in April 2024. She states she could not find any written commitment from PG&E or an overall profit and loss statement that says every year you are going to get a certain amount of money.

Ms. Murphy Terklildsen states she is opposing the project and wants people know where the project is located on Spring Valley Road. She further states that she has written comments to the EIR and has addressed the Planning Commission. She states she is disappointed by the attorney from San Francisco who decided to make this personal, Her family has owned the ground for 77 years and they are not going to go away. She states to stay with the issue and move on with the denial of the project.

Ms. Katsaris states she is here today to encourage you to deny the appeal. She speaks to the letter written by Mr. Colli in response to a letter Mr. Nelson wrote on behalf of her family. She continues we are hearing everything about the right for a property owner to do what they would like with their own property, and I think the issue here today is a conditional use permit. She further states that her biggest concern has been

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the fire issue. She further states they would not be able to continue their lives without disruption due to the dust, power lines, drainage and traffic.

Mr. Nelson states he represents the Ferrini Family, Jean Terkildsen, Matt Ferrini and Beth Katsaris. They were at the Planning Commission stage, Mr. Colli wasn't. They have been at each and every meeting where this matter has come up and have tried to make our position and stances very well known. He further states it is his hope that the Board has had the opportunity to read his letter of October 24, 2023, which sets forth their position, and our review and analysis of not just two elements of the General Plan but the entire General Plan and how it speaks to this issue. I have provided you specifically 19 policies from the various elements of your General Plan that we believe would make this project inconsistent in light of its size, scope and location. You are here today to determine whether or not the Environmental Impact Report that has been presented to you is adequate. Do you feel you have enough information, and have the alternatives truly been looked at and analyzed? There are several areas where it is not adequate and some are extremely significant. Regarding fire danger and in particular the above ground wires. The Environmental Impact Report did not analyze as an alternative undergrounding the line. They are going to string a wire 4 plus miles, 80 feet in the air, while PG&E is spending billions of dollars to underground wires in areas of similar fire concerns. Why wasn't this analyzed? You as the decision makers need to ask that question. Mr. Colli's letter was very informative, it wasn't analyzed because it would cost too much. We ignored a very important alternative and the purpose of an EIR is to look at alternatives and determine if there is a potential impact that can be mitigated. We have also pointed out that within the General Plan there is no contemplation that batteries would be a part of a solar project. Now we know there are going to be acres and acres of lithium batteries on this site. Do you feel you can tell the citizens of the county that they are going to be safe and that there is not going to be a problem if a fire occurs or if an explosion occurs in the battery storage plant? You need to be able to do that, and I don't believe you can. There is also talk about the panels and their impacts on drainage water, the plan would contemplate 4 million square feet of impermeable panels. He states let me end with you what I opened with the Planning Commission. This is the introduction to the agricultural element of the General Plan, the agricultural element is not required under State law.

Ms. Ann Marie Marsh Louie states she is here to raise a few issues related to this project. Specifically wildfire protective measures. How can the wildfire protective measures be reviewed if there is no actual plan to evaluate? She further inquires will there be mutual agreements with surrounding fire jurisdictions or automatic aid provided? Did CalFire weigh in on any discussions or analysis as it relates to the specific site in Colusa County? Would it be envisioned that CalFire might get involved if a fire occurred at the site or alternatively the need to protect the site from a wildfire bearing down on the area? When reviewing the correspondence from the Williams Fire Protection Authority there were no notes, calculations references, studies or other attachments relating to Chief Gilbert's meeting with Janus representatives. She states there are also concerns with regards to the two way traffic. She further states each site has its unique topography, soil, water, microclimate, public services and surrounding needs and are not included in their Draft EIR and mitigation analysis of the risks related to the rather vague project description.

Ms. Antoinette Marsh states she is not opposed to solar, however this project does not comply with the General Plan or EIR. She further states the project document

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still fails to include sufficient details to provide a reasonable diligent review of the project and its impact to the County. She states she is here to indicate her support for the Board of Supervisors to deny the appeal. She further states she will raise a few additional issues to be included in the record. The General Plan relating to agricultural 40 and 80 parcels and energy production are identical except for the term "to support agricultural operations on-site". She believes that there is scrivener's error that failed to include "to support agricultural operations on-site" that was inadvertently left off. Otherwise the logical syntax drafting would of included additional terms such as "off-site energy and sale" regarding the General Plan 80 acre designation, the 80 acres is silent, so was it meant to be on-site or off-site, it is unclear. Unless there is legislative discussion on this point it would suggest that the applicable language from the 40 acre would apply to the 80 acre to be consistent with the overarching goals of the General Plan. More over the General Plan does not state anything about energy storage units in this section. The lithium batteries at best are basically large chemical reaction banks. The project will have 3 to 5 acres of them and they don't even have an exact figure on the size. She states the General Plan does not state anything regarding energy storage units or mention anything about importing or exporting energy.

Ms. Amos states she is a resident of Spring Valley on adjacent property to the proposed site. She states Mr. Nelson could not finish reading the agricultural element of the General Plan, so I will finish reading it for him. "Farming and related agricultural industries are not only the backbone of Colusa County's economy they also play an essential role in the way of life of County residents and help define the character of the County. Throughout the development of the Colusa County General Plan county residents, stakeholders, business leaders and elected officials identified the protection of agricultural lands and the expansion of agricultural opportunities as some of the most critical issues to be addressed in the General Plan. The agriculture element contains goals, objectives, policies, and action items geared towards the protection of agricultural lands, the expansion of agricultural operations and the reduction of conflict between agricultural and nonagricultural land uses".

Mr. Vann states he has about a mile and half of farmland on Walnut Drive, which is the side the proposed project wants to put 80 foot utility poles on. He states we already have two big power lines going through my property, PG&E and Western Power which this already inhibits our agriculture operations, specifically crop-dusting or spraying and adding more lines will make more obstacles for the applicators.

Mr. Selover states I am sure it has come to light to everybody here that this is probably not the only 1000 acres in the County where we will be dealing with something like this in the future. The Williamson Act has had some language that was changed within it, and storage was not really an issue when this all started. He states the Board has the right people in the room to try and figure out what we want our General Plan to look like and what we would like our future to look like. He states if he understands it correctly this is a complete new Public Hearing, fresh start for this project in front of this body and you have several different options that you can exercise and I would encourage you to look into the future as far as you can and utilize this group of people and these ideas to try and come up with what we want these types of projects to look like and how we want them to be handled in the future to come for Colusa County.

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3:13 p.m. Chair Evans call for any further public comment. Hearing none, Chair Evans closes the Public Hearing.

Chair Evans declares a recess at 3:13 p.m. and reconvenes at 3:21p.m with all Supervisor present, except Supervisor Boes.

Chair Evans states if the appellant so chooses, you may now provide closing comments.

Mr. Folks Vice-President of Project Development for RWE addresses the Board. He states lithium ion batteries are commonly used all around the world, for instance in computers, phones and battery storages. If properly handled they are safe. He further states in terms of fire safety features they were reviewed with the Williams Fire Department and in that discussion mitigation measures were developed to provide the additional four fire fighters and training. He states Williams Fire Department will be responsible for developing a wildfire mitigation plan and an incident response plan, and both will have to be agreed with the fire authority before the County will issue a building permit for the project. He further states there is a financial revenue contract but it is confidential and will be provided once the permit is issued. He further states the project will pay the revenue to the County and all other community benefits regardless of what the revenue is and regardless if they sell any power. He states they make every attempt to use local labor but sometimes work will require a specialty and they will have to use others. He further states underground lines will not be done unless they are in the middle of a city.

Chair Evans inquires if the Board members have any additional questions for the appellant?

Supervisor Corona inquires about the statement made earlier that the LLC could just walk away, how easy will it be for the LLC to walk away?

Mr. Folks states a lot of money is being invested in this project so we wouldn't walk away from the commitment. We would be willing to come up with some kind of surety on that if that is required by the County.

Mr. Colli states there is a condition of approval to post a decommissioning bond prior to pulling any building permits.

Supervisor Bell states it will cost 2.4 million to decommission and in twenty years that amount will increase, will the bond grow?

Mr. Volk states the bond will be reassessed along with the County's approval by independent experts and will be increased to cover decommission.

Supervisor Bell inquires if the owner of property is going to pay the cancellation fee for withdrawing from the Williamson Act, and what are the lost property taxes while this property was in the Williamson Act.

Mr. Plucker states contingent upon approval of the project, the Board will look at cancellation request and there are options. He further states if cancelled the owner would be required to pay. In terms of the property taxes we get about $12,000 annually, which is a fraction of what it would actually be taxed at.

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Supervisor Bell comments that cleaning for efficiency on the solar panels should be done twice a year and with that number of panels that would be a considerable amount of water and runoff.

Mr. Folk replies it really is not that much water use its about one acre foot even washing twice a year and if it rains a lot we don't have to wash them at all.

Supervisor Bell states there is an issue right now with local solar panels now involving bees leaving defecation on panels and it's hard to remove and takes a considerable amount of cleaning. She further states just recently a solar company had a fire in their battery storage and had to evacuate within a half mile of the facility. They had people shelter in place for quite a bit of time, so that is not totally out of the realm of things that could happen.

Mr. Folk states the technology is setup so the closures are contained. Any kind of a heat event or smoke it is automatically detected and will shut the equipment down, open the ventilation, and ventilates it into the atmosphere. As a last resort there will be water dousing but it is all contained within the container. Having people vacate the area was strictly a precaution. It was determined there was not hazardous material that would affect the community, they were doing it as a precaution.

Supervisor Bell states that PG&E is doing a considerable amount of undergrounding and they are putting these poles that require a forty foot right of way around each pole and this takes away a lot of farming land from Mr. Vann and others.

Mr. Folk states these poles will be on County right away not on private land.

Supervisor Bell states she trusts our Planning Commissioners and wished she could have been involved in the beginning stages of this project. She further states the Planning Commissioners are the subject matter experts and she feels bad negating their opinions.

Supervisor Smith states she would like an explanation of what would go on the tax bill and what wouldn't.

Mr. Buckner states he will explain what Section 73, the solar exclusion, does. Anything from the solar array all the way up to the step up transformer will be considered part of the active solar energy system and will be 100% excluded until a change of ownership. He further states from the step up transformer to the Cortina substation they are going to have a transmission line that will be fully assessable and other items like service roads, fencing, and cameras would be assessable. He states the battery energy storage systems are considered part of the active solar energy systems and they will be exempted or excluded; however, they said the intent to draw electricity from the grid and back to the batteries, as soon as they do that they become what would be considered as a dual use. Once that occurs it would be a 75% exclusion so 25% of it would be assessed. He further states the report stated it would be "likely operational" so I don't want to say that we are going to assess 25% if they don't bring energy from the grid to battery and will be 100% excluded.

Supervisor Smith states Spring Valley Road is a one way in and one way out and the residents and the Tribe at the end of the road have no other way in and out, if there

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were to be a fire, how is that going to be mitigated, how are you not going to be putting those people's lives at risk?

Mr. Salas states they do recognize that there is a risk associated with these systems and that's in part why they keep talking with the Fire Department and will continue to have those conversations. He further states they look to ensure the safety of every single one of our employees. It's the number one priority and we want to make every mitigation effort possible to avoid this kind of situation. There are multi fail safes in place. He states they do have to present two plans, a wildland fire plan and a battery fire mitigation plan.

Supervisor Smith states she has a big concern with that area due to the high winds and how dry it becomes. There is no way to stop a fire with the winds.

Mr. Salas states we recognize the concern and we have these projects across the United States and have yet to receive a call for service.

Supervisor Smith states she understand the challenges facing ranchers and farmers and the desire to diversify and keep the lands for future generations and it is getting harder to stay in business as a farmer and rancher. She further states the County has continued to support ranchers and farmer with honoring the Williamson Act contracts after the State ceased backfilling, and the County is picking up that cost every year. She states she supports diversifying energy sources in our County but there are some issues with compatibility with the General Plan, specifically with Agricultural Element and the detriment to the health, safety, and general welfare of those in the area. There is nothing in our plan to address the battery storage and ensuring that these activities will not pose a threat to a new development to future land use or to the environment.

Supervisor Evans states he is a pro property rights guy and has spent his life dealing with environmental and logging. He further states his signature was on the approved resolution as Chair that year for the General Plan. He states Supervisor Carter and he were hands on in the process with the DeNovo Company working on the Plan. He states he recently spoke with DeNovo Staff and confirmed battery storage was not contemplated at the time the General Plan was done. He further states their intent never envisioned that size of a solar project and he does not want to be the one to turn down the solar industry. He further states there was no vision for battery storage in 2012. He remembers meeting with RWE about four to five years ago and was very direct regarding experience with another large project. This body has always been very hands on. He states there is a long ways to go to clean this up.

Supervisor Bell states glint and glare has been in issue with FAA on solar energy systems. This can cause ocular impact to pilots and compromise the safety of air transportation especially with the crop dusters in the area. She assumes the technology has changed to take care of this.

Mr. Salas states panel produced glare was taken care of.

Supervisor Bell states solar fields are generally pretty safe when maintained and installed properly; however, there still will be a potential for erosion and scour at the drip line. She further states she understands that ground underneath will still have vegetation

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where cows will be grazing. Is there going to be additional mulch added to prevent the erosion or scour? She inquires if there is going to be a permanent storm water management system or filtration systems.

Mr. Salas states in regards to the storm water basin, they are part of the project and also vegetation is maintained to certain level to avoid fires and there will be no cows grazing in between the panels.

Supervisor Bell inquires of staff, if the project falls under CUPA if they are required to file a hazmat business plan?

Mr. Plucker replies yes.

Supervisor Bell states there were other concerns that were not addressed from citizens for instance property value and perceived value of a home.

Mr. Colie states he understands the concerns for battery storage and requests if the Board would consider approving just the solar aspect and then RWE would come back to a later date with the battery storage aspect of the project after the Board has time to adopt policies specific to battery storage.

Supervisor Bell states she would like to see a maintenance element for the batteries with cleaning sulfation so that sulfur crystals don't cause additional chemical reaction.

Mr. Colie states they can make a separate set of policies for batteries.

Supervisor Evans states there is additional mitigation that needs to be done to the solar portion. He asks Counsel what the options are to work with them for the solar portion of the project.

Mr. Stout states the slide that was presented by Mr. Plucker states specifically what those options are. They are to either approve the project, deny the project, or continue with direction to come back with those specific measures addressed.

Supervisor Corona states in fairness to the Janus representatives the Board has had some of this information for months and other information they just received. He believes that a decision can be made today. He further states he has reviewed all the documents and Janus has been very responsive in mitigating and if Chief Gilbert is comfortable with the fire safety hazards plan then he is good with that. He states that Mr. Plucker doesn't feel it is not incompatible with General Plan. He states he looked at the location of the project and he believes if it can't be put in that location it's never going to exist anywhere else. He further states that Janus Solar can look at putting the project in a different county. He made a promise to his constituents that he would bring businesses to Colusa County.

Supervisor Smith states she is still struggling to find where the use will not be detrimental to the rural character of the County and the conversion will not be detrimental to existing agricultural operations in the area. She further states there has been opposition for the last 20 years to a landfill being placed on Spring Valley Road and no one wants to see it located there.

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Supervisor Evans states reading the General Plan's intent it is compatible and at the same time it is not compatible. The General Plan needs to be remodeled to address battery storage issue. He further states you will not find the words battery storage in the General Plan or Zoning Code they do not exist in either document because it was never contemplated.

Supervisor Bell states that she doesn't approve of telling someone what they can and cannot do with their properties and she can see where the General Plan says it is compatible and in another section it isn't and it leaves a little bit to interpretation. She further states if everything was consistent and all of the requirements were met would the neighboring property owners be amenable to this project.

Supervisor Evans states if possible could it be mitigated to accommodate everyone and we will not know that without having those discussion.

Supervisor Smith states we need to have economic diversity in this community. We work hard with Sacramento with different grant opportunities to bring more business to the County, and she doesn't feel that if the Board can't come to a conclusion it doesn't show our lack of support.

Chair Evans inquires if there is any further discussion from the Board.

Hearing none, Chair Evans inquires if the Clerk has any exhibits to be entered into the record?

Ms. Tyler, Clerk of the board states the following exhibits need to be entered into the record.

Appellant
Exhibit #1 REW Presentation
Exhibit #2 RWE Photo Simulation

Opponents
Exhibit #1 Ferrini Presentation
Exhibit #2 Marsh Presentation
Exhibit #3 Marsh Address Verification from Assessor's office

COMMUNITY DEVELOPMENT DEPARTMENT
1. Deny the appeal based on its inconsistency with the General Plan, the project is detrimental to the health, safety and general welfare of those in the area, detrimental to the rural character of the area and direct staff to open up the General Plan for amendments.

| | |
|---|---|
| **RESULT:** | **DEFEATED [3 TO 1]** |
| **MOVER:** | Smith |
| **SECONDER:** | Bell |
| **AYES:** | Evans, Smith, Bell |
| **NAYS:** | Corona |
| **ABSENT:** | Boes |

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Chair Evans adjourned the meeting at 4:13 p.m. to reconvene in Regular Session on February 27, 2024 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

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COUNTY OF COLUSA, CA 4.1

Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Human Resources

**FROM:** Dar Rhodes

**SUBJECT:** **Amend the Position Allocation Schedule for DHHS - Child Welfare Administration Unit by adding one Staff Services Analyst I/II, PF Range 29/35 ($4,296 - $7,046/$4,982-$8,174) per month, effective April 23, 2024.**

Amend the Position Allocation Schedule for DHHS - Child Welfare Administration Unit by adding one Staff Services Analyst I/II, PF Range 29/35 ($4,296 - $7,046/$4,982-$8,174) per month, effective April 23, 2024.

**Detailed Description/Background of request**

DHHS is requesting the addition of a Staff Services Analyst I/II position dedicated to Eligibility/Social Services Programs. Colusa County currently stands as one of the few counties in the state that has yet to employ Analysts for program-related support. This request aims to align their practices with neighboring counties, all of which leverage Staff Service Analysts for invaluable program support.

The responsibilities of an Analyst encompass a wide range of crucial tasks:

1. **Analyzing State Directives**: Presently, this duty is shared by the three Human Services Supervisors, diverting their attention from core supervisory responsibilities. With each Supervisor managing directives for 1-3 programs, the workload is substantial. An Analyst dedicated to this function would not only enhance efficiency but also free up their time for essential staff support, troubleshooting, and participation in critical meetings. To give an idea of the workload, last year, across all administered programs, there were 226 letters issued that required review and potential analysis.

2. **Developing Processes and Procedures**: Currently shared among Eligibility unit leadership, this task struggles for attention amidst competing responsibilities. Despite their best efforts, they have struggled to proactively update outdated processes or establish new ones in response to evolving State guidance. By entrusting an Analyst to spearhead the review of existing processes and the development of new ones, DHHS can ensure alignment with current State directives, thus enhancing program efficacy.

3. **Creating Training Materials and Conducting Trainings**: The responsibility for

crafting and updating training materials falls heavily on Eligibility Specialist IIIs and departmental leadership. This collaborative effort diverts resources from frontline staff support and daily operational needs.

The Analyst would lead the creation of training materials and collaborate closely with ES IIIs during training sessions. This shift in responsibilities would give ES IIIs more time to concentrate on their primary duties, allowing them to offer consistent daily assistance to eligibility staff instead of being limited to scheduled weekly sessions.

4. **Contributing to State-Required Projects such as CalOAR**: While DHHS currently subcontracts CalOAR activities to UC Davis due to personnel constraints, the addition of an Analyst would strengthen their capacity to manage such projects internally, ensuring compliance and fostering a culture of continuous improvement.

CalOAR is a data-driven program management system that facilitates the continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. It is a required program under Welfare and Institutions Code (WIC) 11523. Currently, CalOAR activities are subcontracted to UC Davis because DHHS is unable to allocate personnel time to fulfill these obligations.

This position will be part of the Eligibility Unit at DHHS, focusing primarily on eligibility and employment program support. Additionally, the position would collaborate with the Social Services unit as required for projects.

The addition of a Staff Services Analyst I/II position within the Eligibility Unit will improve the department's capacity to better serve the community. Therefore, staff recommends approval of this request.

## Prior Board Action

None.

## Fiscal Impact/Funding Source

| Job Title | Step 5 | Benefits, averaged at 45% | Total Annual Fiscal Impact |
|---|---|---|---|
| STAFF SERVICES ANALYST I | 5,237 | 2,373 | 91,752 |
| STAFF SERVICES ANALYST II | 6,074 | 2,733 | 105,684 |

There will be no impact to Colusa County General Fund. Costs would be fully covered by California Department of Social Services (CDSS) and Department of Health Care Services (DHCS) CalFresh, CalWORKs, and MediCal allocations. For example, for the last available fiscal year data, DHHS had approximately $500,000 available to utilize for salaries that were not used and hence diverted back to the State as unexpended funding. Current FY projections (after mid-year review) are similar. So, by adding a Staff Services Analyst position to Social Services and Eligibility functions would help DHHS

with allocation expenditures and ensure next years' funding opportunities, since future years allocations are based on expenditures as well as caseload growth.

**Action for the Clerk**
None.

# COUNTY OF COLUSA, CA

4.2

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Human Resources

**FROM:** Dar Rhodes

**SUBJECT:** **Adopt revised Job Class Table reflecting salary range adjustment and salary range correction, and adoption of new salary system for elected officials.**

Adopt revised Job Class Table reflecting salary range adjustment, salary range correction, and adoption of new salary system for elected officials.

**Detailed Description/Background of request**

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Table reflecting the following changes:

- At the February 27, 2024 meeting, the Board approved the revised job classification for Assistant Public Works Director/County Engineer, setting the salary at Range MGT42 ($10,493-$17,192), effective March 1, 2024.
- At the August 17, 2021 meeting, the Board approved adjusting the salary range for the classification of Staff Service Manager from MGT23 to MGT29. However, due to an error, the Job Class Table approved on February 13, 2024, incorrectly listed the salary range at MGT23.
- At the March 26, 2024 meeting, the Board approved the salary resolution setting the new salary system for elected officials, effective January 1, 2024.

**Prior Board Action**

None.

**Fiscal Impact/Funding Source**

There are no costs associated with adopting the Job Class Table.

**Action for the Clerk**

None.

**ATTACHMENTS:**

- Job Class Approved Approved 040924 (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 04/09
Board Revision Date: 04/09/24

| Job Title | Sch/Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Base Monthly Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ACCOUNT CLERK I | MSC09 | 2,588 | 2,718 | 2,857 | 3,003 | 3,156 | 3,316 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,253 | 162.50 |
| ACCOUNT CLERK II | MSC13 | 2,857 | 3,003 | 3,156 | 3,316 | 3,487 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,697 | 162.50 |
| ACCOUNT CLERK III | MSC17 | 3,156 | 3,316 | 3,487 | 3,665 | 3,851 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,187 | 162.50 |
| ACCOUNTANT AUDITOR I | PF28 | 4,191 | 4,404 | 4,627 | 4,862 | 5,109 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,874 | 162.50 |
| ACCOUNTANT AUDITOR II | PF32 | 4,627 | 4,862 | 5,109 | 5,368 | 5,640 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,590 | 162.50 |
| ACCOUNTANT AUDITOR III | PF36 | 5,109 | 5,368 | 5,640 | 5,926 | 6,226 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,379 | 162.50 |
| ACCOUNTANT I | PF26 | 3,988 | 4,191 | 4,404 | 4,627 | 4,862 | 5,109 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,542 | 162.50 |
| ACCOUNTANT II | PF30 | 4,404 | 4,627 | 4,862 | 5,109 | 5,368 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,223 | 162.50 |
| ACCOUNTING TECHNICIAN | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 162.50 |
| ACCOUNTING TECHNICIAN | MSC42 | 3,810 | 4,006 | 4,209 | 4,424 | 4,650 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,532 | 5,671 | 5,813 | 5,959 | 6,261 | 173.33 |
| AG BIO STND OFF I | PF56 | 4,147 | 4,357 | 4,580 | 4,812 | 5,056 | 5,313 | 5,447 | 5,584 | 5,724 | 5,868 | 6,015 | 6,166 | 6,321 | 6,480 | 6,808 | 173.33 |
| AG BIO STND OFF II | PF57 | 4,580 | 4,812 | 5,056 | 5,313 | 5,583 | 5,867 | 6,014 | 6,166 | 6,321 | 6,480 | 6,642 | 6,809 | 6,980 | 7,155 | 7,515 | 173.33 |
| AG BIO STND OFF III | PF58 | 5,056 | 5,313 | 5,583 | 5,867 | 6,166 | 6,477 | 6,640 | 6,808 | 6,979 | 7,154 | 7,333 | 7,517 | 7,705 | 7,898 | 8,298 | 173.33 |
| AGRICULTURAL COMMISSIONER | DH52 | 9,992 | 10,501 | 11,032 | 11,591 | 12,178 | 12,796 | 13,116 | 13,445 | 13,782 | 14,127 | 14,481 | 14,844 | 15,216 | 15,597 | 16,383 | 173.33 |
| AGRICULTURAL TECHNICIAN | MSC18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 173.33 |
| AIR POL STANDARDS OFF I | PF55 | 3,755 | 3,947 | 4,147 | 4,357 | 4,580 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,584 | 5,724 | 5,868 | 6,167 | 173.33 |
| AIR POL STANDARDS OFF II | PF56 | 4,147 | 4,357 | 4,580 | 4,812 | 5,056 | 5,313 | 5,447 | 5,584 | 5,724 | 5,868 | 6,015 | 6,166 | 6,321 | 6,480 | 6,808 | 173.33 |
| AIR POL STANDARDS OFF III | PF57 | 4,580 | 4,812 | 5,056 | 5,313 | 5,583 | 5,867 | 6,014 | 6,166 | 6,321 | 6,480 | 6,642 | 6,809 | 6,980 | 7,155 | 7,515 | 173.33 |
| ANIMAL CONTROL OFFICER | DSA16 | 3,383 | 3,556 | 3,738 | 3,928 | 4,128 | 4,337 | 4,446 | 4,557 | 4,671 | 4,788 | 4,908 | 5,031 | 5,157 | 5,286 | 5,555 | 173.33 |
| APPRAISER I | PF23 | 3,702 | 3,890 | 4,088 | 4,296 | 4,514 | 4,743 | 4,862 | 4,984 | 5,109 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 6,074 | 162.50 |
| APPRAISER II | PF27 | 4,088 | 4,296 | 4,514 | 4,743 | 4,984 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,706 | 162.50 |
| APPRAISER III | PF31 | 4,514 | 4,743 | 4,984 | 5,237 | 5,502 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,404 | 162.50 |
| ASSESSMENT TECHNICIAN I | MSC16 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 5,060 | 162.50 |
| ASSESSMENT TECHNICIAN II | MSC20 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,587 | 162.50 |
| ASSISTANT ASSESSOR | MGT24 | 6,720 | 7,061 | 7,419 | 7,797 | 8,193 | 8,608 | 8,824 | 9,045 | 9,272 | 9,504 | 9,742 | 9,987 | 10,237 | 10,493 | 11,025 | 162.50 |
| ASSISTANT PLANNER | PF33 | 4,743 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,780 | 162.50 |
| ASSISTANT SHERIFF | MGS20 | 9,195 | 9,661 | 10,151 | 10,665 | 11,205 | 11,772 | 12,066 | 12,368 | 12,677 | 12,994 | 13,319 | 13,652 | 13,993 | 14,343 | 15,068 | 173.33 |
| ASSOC CIVIL ENGINEER | PF48 | 6,874 | 7,223 | 7,590 | 7,975 | 8,379 | 8,804 | 9,024 | 9,250 | 9,481 | 9,719 | 9,962 | 10,211 | 10,466 | 10,728 | 11,271 | 173.33 |
| ASSOCIATE PLANNER | PF36 | 5,109 | 5,368 | 5,640 | 5,926 | 6,226 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,379 | 162.50 |
| ASST AG COMM/SEALER W & M | MGT52 | 7,719 | 8,112 | 8,525 | 8,958 | 9,411 | 9,889 | 10,138 | 10,392 | 10,652 | 10,920 | 11,193 | 11,474 | 11,761 | 12,056 | 12,660 | 173.33 |
| ASST AUDITOR/CONTROLLER | MGT28 | 7,419 | 7,797 | 8,193 | 8,608 | 9,045 | 9,504 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,583 | 12,169 | 162.50 |
| ASST CHIEF PROB OFFR | MGS16 | 8,328 | 8,751 | 9,195 | 9,661 | 10,151 | 10,665 | 10,932 | 11,205 | 11,485 | 11,772 | 12,066 | 12,368 | 12,677 | 12,994 | 13,652 | 162.50 |
| ASST COUNTY ADMINISTRATIVE OFFICER | MGT44 | 11,025 | 11,583 | 12,169 | 12,785 | 13,431 | 14,112 | 14,465 | 14,826 | 15,196 | 15,576 | 15,965 | 16,364 | 16,773 | 17,192 | 18,065 | 162.50 |
| ASST DIR OF PUBLIC WORKS/COUNTY ENG | MGT42 | 10,493 | 11,025 | 11,583 | 12,169 | 12,785 | 13,431 | 13,767 | 14,112 | 14,465 | 14,826 | 15,196 | 15,576 | 15,965 | 16,364 | 17,192 | 173.33 |
| ASST ENGINEER | PF37 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,589 | 173.33 |
| ASST TREAS-TAX COLLECTOR | MGT15 | 5,375 | 5,648 | 5,935 | 6,239 | 6,555 | 6,888 | 7,061 | 7,238 | 7,419 | 7,606 | 7,797 | 7,993 | 8,193 | 8,398 | 8,824 | 162.50 |
| AUDITOR/APPRAISER I | PF28 | 4,191 | 4,404 | 4,627 | 4,862 | 5,109 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,874 | 162.50 |
| AUDITOR/APPRAISER II | PF32 | 4,627 | 4,862 | 5,109 | 5,368 | 5,640 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,590 | 162.50 |
| BH THERAPIST I | PF34 | 4,862 | 5,109 | 5,368 | 5,640 | 5,926 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,975 | 162.50 |
| BH THERAPIST II | PF38 | 5,368 | 5,640 | 5,926 | 6,226 | 6,542 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,379 | 8,804 | 162.50 |
| BH THERAPIST III | PF42 | 5,926 | 6,226 | 6,542 | 6,874 | 7,223 | 7,590 | 7,780 | 7,975 | 8,174 | 8,379 | 8,589 | 8,804 | 9,024 | 9,250 | 9,719 | 162.50 |
| BLDG & GRDS MAINT LEADWORKER | MSC25 | 3,851 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,324 | 162.50 |
| BLDG & GRDS MAINT WORKER I | MSC17 | 3,156 | 3,316 | 3,487 | 3,665 | 3,851 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,187 | 162.50 |
| BLDG & GRDS MAINT WORKER II | MSC21 | 3,487 | 3,665 | 3,851 | 4,047 | 4,253 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,727 | 162.50 |
| BLDG & GRDS SERVICES SUPERVISOR | MGT10 | 4,750 | 4,988 | 5,242 | 5,510 | 5,790 | 6,085 | 6,239 | 6,395 | 6,555 | 6,720 | 6,888 | 7,061 | 7,238 | 7,419 | 7,797 | 162.50 |
| BOOKING CLERK | DSA15 | 3,299 | 3,468 | 3,645 | 3,832 | 4,027 | 4,231 | 4,337 | 4,446 | 4,557 | 4,671 | 4,788 | 4,908 | 5,031 | 5,157 | 5,419 | 173.33 |
| DHHS BUDGET MANAGEMENT ANALYST | MGT18 | 5,790 | 6,085 | 6,395 | 6,720 | 7,061 | 7,419 | 7,606 | 7,797 | 7,993 | 8,193 | 8,398 | 8,608 | 8,824 | 9,045 | 9,504 | 162.50 |
| BUILDING INSPECTOR I | MSC29 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,981 | 162.50 |
| BUILDING INSPECTOR II | MSC33 | 4,697 | 4,936 | 5,187 | 5,450 | 5,727 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,335 | 7,707 | 162.50 |
| BUILDING INSPECTOR III | MSC37 | 5,187 | 5,450 | 5,727 | 6,018 | 6,324 | 6,644 | 6,810 | 6,981 | 7,156 | 7,335 | 7,519 | 7,707 | 7,900 | 8,098 | 8,509 | 162.50 |
| CASE MANAGER | MSC24 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,169 | 162.50 |
| CHIEF ANIMAL CONTROL OFFICER | DSA20 | 3,738 | 3,928 | 4,128 | 4,337 | 4,557 | 4,788 | 4,908 | 5,031 | 5,157 | 5,286 | 5,419 | 5,555 | 5,694 | 5,837 | 6,133 | 173.33 |

Attachment: Job Class Approved Approved 040924 [Revision 1] (9684 : Adopt Revised Job Class Table

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 04/09
Board Revision Date: 04/09/24

| Job Title | Sch/Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Base Monthly Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CHIEF DEP CLERK OF THE BRD OF SUPS | CNF32 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,519 | 162.50 |
| CHIEF DEP CO CLRK-REC-REG | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 162.50 |
| CHIEF DEPUTY DA | MGT35 | 8,824 | 9,272 | 9,742 | 10,237 | 10,756 | 11,301 | 11,583 | 11,872 | 12,169 | 12,473 | 12,785 | 13,104 | 13,431 | 13,767 | 14,465 | 162.50 |
| CHIEF DEPUTY PROB OFFR | MGS06 | 6,513 | 6,839 | 7,182 | 7,542 | 7,925 | 8,328 | 8,537 | 8,751 | 8,970 | 9,195 | 9,425 | 9,661 | 9,903 | 10,151 | 10,665 | 162.50 |
| CHIEF PROBATION OFFICER | DH51 | 10,256 | 10,770 | 11,309 | 11,875 | 12,471 | 13,095 | 13,423 | 13,760 | 14,104 | 14,458 | 14,820 | 15,192 | 15,572 | 15,962 | 16,761 | 162.50 |
| CLINICAL PROGRAM MANAGER I | MGT24 | 6,720 | 7,061 | 7,419 | 7,797 | 8,193 | 8,608 | 8,824 | 9,045 | 9,272 | 9,504 | 9,742 | 9,987 | 10,237 | 10,493 | 11,025 | 162.50 |
| CLINICAL PROGRAM MANAGER II | MGT28 | 7,419 | 7,797 | 8,193 | 8,608 | 9,045 | 9,504 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,583 | 12,169 | 162.50 |
| CODE COMPLIANCE OFFICER | PF33 | 4,743 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,780 | 162.50 |
| CONFD LEGAL SPECIALIST I | CNF18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 162.50 |
| CONFD LEGAL SPECIALIST II (SENIOR) | CNF22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 162.50 |
| CONFD LEGAL SPECIALIST III (PRINCIPAL) | CNF26 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,482 | 162.50 |
| CONSUMER/FAMILY MEMB SERV | MSC23 | 3,665 | 3,851 | 4,047 | 4,253 | 4,469 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 6,018 | 162.50 |
| CORRECTIONAL CORPORAL | DSS20 | 4,717 | 4,956 | 5,207 | 5,473 | 5,751 | 6,043 | 6,194 | 6,349 | 6,508 | 6,672 | 6,839 | 7,010 | 7,187 | 7,367 | 7,741 | 173.33 |
| CORRECTIONAL OFFICER | DSS17 | 4,378 | 4,601 | 4,835 | 5,080 | 5,339 | 5,610 | 5,751 | 5,895 | 6,043 | 6,194 | 6,349 | 6,508 | 6,672 | 6,839 | 7,187 | 173.33 |
| COUNSELOR I | MSC24 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,169 | 162.50 |
| COUNSELOR II | MSC28 | 4,149 | 4,360 | 4,582 | 4,815 | 5,060 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,810 | 162.50 |
| COUNSELOR III | PF31 | 4,514 | 4,743 | 4,984 | 5,237 | 5,502 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,404 | 162.50 |
| COUNSELOR IV | PF35 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 8,174 | 162.50 |
| COUNTY ADMINISTRATIVE OFFICER | UDH53 | 13,915 | 14,620 | 15,360 | 16,137 | 16,953 | 17,812 | 18,257 | 18,714 | 19,182 | 19,662 | 20,153 | 20,656 | 21,173 | 21,702 | 22,801 | 162.50 |
| COUNTY COUNSEL | UDH55 | 14,620 | 15,360 | 16,137 | 16,953 | 17,812 | 18,714 | 19,182 | 19,662 | 20,153 | 20,656 | 21,173 | 21,702 | 22,244 | 22,801 | 23,956 | 162.50 |
| COUNTY LIBRARIAN | DH32 | 8,281 | 8,700 | 9,141 | 9,604 | 10,091 | 10,602 | 10,867 | 11,139 | 11,418 | 11,705 | 11,998 | 12,298 | 12,605 | 12,920 | 13,575 | 162.50 |
| COUNTY VETERANS SERV OFF | MGT10 | 4,750 | 4,988 | 5,242 | 5,510 | 5,790 | 6,085 | 6,239 | 6,395 | 6,555 | 6,720 | 6,888 | 7,061 | 7,238 | 7,419 | 7,797 | 162.50 |
| CUSTODIAN | MSC09 | 2,588 | 2,718 | 2,857 | 3,003 | 3,156 | 3,316 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,253 | 162.50 |
| DA CHIEF INVESTIGATOR | MGS10 | 7,182 | 7,542 | 7,925 | 8,328 | 8,751 | 9,195 | 9,425 | 9,661 | 9,903 | 10,151 | 10,405 | 10,665 | 10,932 | 11,205 | 11,772 | 173.33 |
| DA INVESTIGATOR I | DSS27 | 5,610 | 5,895 | 6,194 | 6,508 | 6,839 | 7,187 | 7,367 | 7,552 | 7,741 | 7,935 | 8,133 | 8,336 | 8,545 | 8,759 | 9,204 | 173.33 |
| DA INVESTIGATOR II | DSS33 | 6,508 | 6,839 | 7,187 | 7,552 | 7,935 | 8,336 | 8,545 | 8,759 | 8,978 | 9,204 | 9,436 | 9,672 | 9,914 | 10,162 | 10,677 | 173.33 |
| DEPARTMENT SECRETARY | MSC15 | 3,003 | 3,156 | 3,316 | 3,487 | 3,665 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,936 | 162.50 |
| DEPT INF SYS COORDINATOR | PF43 | 6,074 | 6,382 | 6,706 | 7,046 | 7,404 | 7,780 | 7,975 | 8,174 | 8,379 | 8,589 | 8,804 | 9,024 | 9,250 | 9,481 | 9,962 | 173.33 |
| DEPUTY AG COMM/SEALER W&M | PF59 | 5,056 | 5,313 | 5,583 | 5,867 | 6,166 | 6,477 | 6,640 | 6,808 | 6,979 | 7,154 | 7,333 | 7,517 | 7,705 | 7,898 | 8,298 | 173.33 |
| DEPUTY AIR POLL CNTRL OFF | MGT50 | 5,453 | 5,731 | 6,023 | 6,331 | 6,654 | 6,992 | 7,168 | 7,348 | 7,532 | 7,721 | 7,915 | 8,113 | 8,317 | 8,525 | 8,958 | 173.33 |
| DEPUTY CLERK OF THE BOS I | CNF18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 162.50 |
| DEPUTY CLERK OF THE BOS II | CNF22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 162.50 |
| DEPUTY CLERK REC RGSTR I | MSC14 | 2,929 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,815 | 162.50 |
| DEPUTY CLERK REC RGSTR II | MSC18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 162.50 |
| DEPUTY COUNTY COUNSEL | MGT24 | 6,720 | 7,061 | 7,419 | 7,797 | 8,193 | 8,608 | 8,824 | 9,045 | 9,272 | 9,504 | 9,742 | 9,987 | 10,237 | 10,493 | 11,025 | 162.50 |
| DEPUTY DIR BHS ADMIN | MGT27 | 7,238 | 7,606 | 7,993 | 8,398 | 8,824 | 9,272 | 9,504 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,872 | 162.50 |
| DEPUTY DIRECTOR BHS CLINICAL | MGT32 | 8,193 | 8,608 | 9,045 | 9,504 | 9,987 | 10,493 | 10,756 | 11,025 | 11,301 | 11,583 | 11,872 | 12,169 | 12,473 | 12,785 | 13,431 | 162.50 |
| DEPUTY DIRECTOR DHHS | MGT35 | 8,824 | 9,272 | 9,742 | 10,237 | 10,756 | 11,301 | 11,583 | 11,872 | 12,169 | 12,473 | 12,785 | 13,104 | 13,431 | 13,767 | 14,465 | 162.50 |
| DEPUTY DISTRICT ATTORNEY I | PF44 | 6,226 | 6,542 | 6,874 | 7,223 | 7,590 | 7,975 | 8,174 | 8,379 | 8,589 | 8,804 | 9,024 | 9,250 | 9,481 | 9,719 | 10,211 | 162.50 |
| DEPUTY DISTRICT ATTORNEY II | PF48 | 6,874 | 7,223 | 7,590 | 7,975 | 8,379 | 8,804 | 9,024 | 9,250 | 9,481 | 9,719 | 9,962 | 10,211 | 10,466 | 10,728 | 11,271 | 162.50 |
| DEPUTY DISTRICT ATTORNEY III | PF52 | 7,590 | 7,975 | 8,379 | 8,804 | 9,250 | 9,719 | 9,962 | 10,211 | 10,466 | 10,728 | 10,996 | 11,271 | 11,553 | 11,842 | 12,442 | 162.50 |
| DEPUTY DISTRICT ATTORNEY IV | PF60 | 8,349 | 8,767 | 9,206 | 9,667 | 10,151 | 10,659 | 10,926 | 11,200 | 11,480 | 11,767 | 12,062 | 12,364 | 12,674 | 12,991 | 13,641 | 162.50 |
| DEPUTY PROBATION OFFCR I | DSS15 | 4,166 | 4,378 | 4,601 | 4,835 | 5,080 | 5,339 | 5,473 | 5,610 | 5,751 | 5,895 | 6,043 | 6,194 | 6,349 | 6,508 | 6,839 | 162.50 |
| DEPUTY PROBATION OFFCR II | DSS19 | 4,601 | 4,835 | 5,080 | 5,339 | 5,610 | 5,895 | 6,043 | 6,194 | 6,349 | 6,508 | 6,672 | 6,839 | 7,010 | 7,187 | 7,552 | 162.50 |
| DEPUTY SHERIFF | DSS29 | 5,895 | 6,194 | 6,508 | 6,839 | 7,187 | 7,552 | 7,741 | 7,935 | 8,133 | 8,336 | 8,545 | 8,759 | 8,978 | 9,204 | 9,672 | 173.33 |
| DEPUTY SHERIFF TRAINEE | FLAT | 4,100/month | | | | | | | | | | | | | | | 173.33 |
| DHHS BUDGET ANALYST | PF35 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 8,174 | 162.50 |
| DHHS BUDGET SPECIALIST | PF31 | 4,514 | 4,743 | 4,984 | 5,237 | 5,502 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,404 | 162.50 |
| DIR OF PUBLIC WORKS/AIRPORT OPR | DH41 | 10,343 | 10,867 | 11,418 | 11,998 | 12,605 | 13,243 | 13,575 | 13,914 | 14,262 | 14,619 | 14,984 | 15,358 | 15,743 | 16,136 | 16,954 | 173.33 |
| DIRECTOR BEHAVIORAL HLTH | DH42 | 10,602 | 11,139 | 11,705 | 12,298 | 12,920 | 13,575 | 13,914 | 14,262 | 14,619 | 14,984 | 15,358 | 15,743 | 16,136 | 16,541 | 17,379 | 162.50 |
| DIRECTOR HLTH & HUMAN SERV | DH45 | 11,418 | 11,998 | 12,605 | 13,243 | 13,914 | 14,619 | 14,984 | 15,358 | 15,743 | 16,136 | 16,541 | 16,954 | 17,379 | 17,813 | 18,717 | 162.50 |
| DIRECTOR OF COMM DEV | DH44 | 11,139 | 11,705 | 12,298 | 12,920 | 13,575 | 14,262 | 14,619 | 14,984 | 15,358 | 15,743 | 16,136 | 16,541 | 16,954 | 17,379 | 18,260 | 162.50 |

Attachment: Job Class Approved Approved 040924 [Revision 1] (9684 : Adopt Revised Job Class Table

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 04/09
Board Revision Date: 04/09/24

| Job Title | Sch/Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Base Monthly Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DIRECTOR OF INFORMATION TECH | MGT29 | 7,606 | 7,993 | 8,398 | 8,824 | 9,272 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,583 | 11,872 | 12,473 | 162.50 |
| DISPATCHER | DSA25 | 4,231 | 4,446 | 4,671 | 4,908 | 5,157 | 5,419 | 5,555 | 5,694 | 5,837 | 5,983 | 6,133 | 6,287 | 6,444 | 6,605 | 6,939 | 173.33 |
| DISPATCHER SUPERVISOR | DSA30 | 4,788 | 5,031 | 5,286 | 5,555 | 5,837 | 6,133 | 6,287 | 6,444 | 6,605 | 6,770 | 6,939 | 7,113 | 7,291 | 7,474 | 7,853 | 173.33 |
| DISPATCHER TRAINEE | DSA18 | 3,556 | 3,738 | 3,928 | 4,128 | 4,337 | 4,557 | 4,671 | 4,788 | 4,908 | 5,031 | 5,157 | 5,286 | 5,419 | 5,555 | 5,837 | 173.33 |
| ELECTRNC HLTH RECORDS COORD | MSC27 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,644 | 162.50 |
| ELECTRNC HLTH RECORDS MGR | MGT17 | 5,648 | 5,935 | 6,239 | 6,555 | 6,888 | 7,238 | 7,419 | 7,606 | 7,797 | 7,993 | 8,193 | 8,398 | 8,608 | 8,824 | 9,272 | 162.50 |
| ELIGIBILITY SPECIALIST I | MSC17 | 3,156 | 3,316 | 3,487 | 3,665 | 3,851 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,187 | 162.50 |
| ELIGIBILITY SPECIALIST II | MSC21 | 3,487 | 3,665 | 3,851 | 4,047 | 4,253 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,727 | 162.50 |
| ELIGIBILITY SPECIALIST III | MSC25 | 3,851 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,324 | 162.50 |
| EMERGENCY SERVICES TECH | DSA22 | 3,928 | 4,128 | 4,337 | 4,557 | 4,788 | 5,031 | 5,157 | 5,286 | 5,419 | 5,555 | 5,694 | 5,837 | 5,983 | 6,133 | 6,444 | 173.33 |
| ENGINEER TECH TRAINEE | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 173.33 |
| ENGINEER TECHNICIAN I | MSC26 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,482 | 173.33 |
| ENGINEER TECHNICIAN II | MSC30 | 4,360 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 7,156 | 173.33 |
| ENGINEER TECHNICIAN III | MSC34 | 4,815 | 5,060 | 5,317 | 5,587 | 5,871 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,335 | 7,519 | 7,900 | 173.33 |
| ENV HEALTH MANAGER | MGT27 | 7,238 | 7,606 | 7,993 | 8,398 | 8,824 | 9,272 | 9,504 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,872 | 162.50 |
| ENV HLTH SPECIALIST I | PF28 | 4,191 | 4,404 | 4,627 | 4,862 | 5,109 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,874 | 162.50 |
| ENV HLTH SPECIALIST II | PF32 | 4,627 | 4,862 | 5,109 | 5,368 | 5,640 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,590 | 162.50 |
| ENV HLTH SPECIALIST III | PF38 | 5,368 | 5,640 | 5,926 | 6,226 | 6,542 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,379 | 8,804 | 162.50 |
| EQUIP MAINT SUPERVISOR | MSC35 | 4,936 | 5,187 | 5,450 | 5,727 | 6,018 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,335 | 7,519 | 7,707 | 8,098 | 173.33 |
| EQUIP MECHANIC | MSC25 | 3,851 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,324 | 173.33 |
| EXTRA HELP | FLAT | Various rates 16.00/hour - 55.66/hour | | | | | | | | | | | | | | | 162.50 |
| FIELD RESEACH ASSOCIATE | MSC16 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 5,060 | 162.50 |
| FINANCIAL ELIGIBILITY COORDINATOR | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 162.50 |
| FISCAL ADMIN OFFICER | MGT16 | 5,510 | 5,790 | 6,085 | 6,395 | 6,720 | 7,061 | 7,238 | 7,419 | 7,606 | 7,797 | 7,993 | 8,193 | 8,398 | 8,608 | 9,045 | 162.50 |
| FISCAL ADMIN OFFICER | MGT51 | 5,875 | 6,175 | 6,492 | 6,821 | 7,168 | 7,531 | 7,721 | 7,915 | 8,113 | 8,317 | 8,525 | 8,739 | 8,958 | 9,182 | 9,648 | 173.33 |
| FISCAL PROGRAM ANALYST | MSC31 | 4,469 | 4,697 | 4,936 | 5,187 | 5,450 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,335 | 162.50 |
| HEALTH PRG SPECIALIST SUPERVISOR | PF40 | 5,640 | 5,926 | 6,226 | 6,542 | 6,874 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,379 | 8,589 | 8,804 | 9,250 | 162.50 |
| HEALTH PROGRAM SPECIALIST I | PF26 | 3,988 | 4,191 | 4,404 | 4,627 | 4,862 | 5,109 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,542 | 162.50 |
| HEALTH PROGRAM SPECIALIST II | PF30 | 4,404 | 4,627 | 4,862 | 5,109 | 5,368 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,223 | 162.50 |
| HEALTH PROGRAM SPECIALIST III | PF34 | 4,862 | 5,109 | 5,368 | 5,640 | 5,926 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,975 | 162.50 |
| HEAVY EQUIP MECHANIC | MSC29 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,981 | 173.33 |
| HUMAN RESOURCES ANALYST I | CNF35 | 4,936 | 5,187 | 5,450 | 5,727 | 6,018 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,335 | 7,519 | 7,707 | 8,098 | 162.50 |
| HUMAN RESOURCES ANALYST II | CNF39 | 5,450 | 5,727 | 6,018 | 6,324 | 6,644 | 6,981 | 7,156 | 7,335 | 7,519 | 7,707 | 7,900 | 8,098 | 8,301 | 8,509 | 8,940 | 162.50 |
| HUMAN RESOURCES ASSISTANT | CNF16 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 5,060 | 162.50 |
| HUMAN RESOURCES DIRECTOR | UDH35 | 8,918 | 9,370 | 9,845 | 10,344 | 10,868 | 11,419 | 11,705 | 11,998 | 12,298 | 12,605 | 12,920 | 13,244 | 13,576 | 13,915 | 14,620 | 162.50 |
| HUMAN RESOURCES TECHNICIAN I | CNF23 | 3,665 | 3,851 | 4,047 | 4,253 | 4,469 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 6,018 | 162.50 |
| HUMAN RESOURCES TECHNICIAN II | CNF27 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,644 | 162.50 |
| HUMAN SERVICES SUPERVISOR | MSC30 | 4,360 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 7,156 | 162.50 |
| INFO SYSTEMS ANALYST | MSC35 | 4,936 | 5,187 | 5,450 | 5,727 | 6,018 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,335 | 7,519 | 7,707 | 8,098 | 162.50 |
| IT TECHNICIAN | MSC32 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,519 | 162.50 |
| IT TECHNICIAN | MSC32 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,519 | 173.33 |
| LEAD CUSTODIAN | MSC12 | 2,787 | 2,929 | 3,079 | 3,235 | 3,399 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,582 | 162.50 |
| LEAD TRANSIT SPECIALIST | MSC27 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,644 | 173.33 |
| LEGAL SPECIALIST I | MSC18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 162.50 |
| LEGAL SPECIALIST II (SENIOR) | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 162.50 |
| LEGAL SPECIALIST III (PRINCIPAL) | MSC26 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,482 | 162.50 |
| LIBRARIAN | PF23 | 3,702 | 3,890 | 4,088 | 4,296 | 4,514 | 4,743 | 4,862 | 4,984 | 5,109 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 6,074 | 162.50 |
| LIBRARY ASSISTANT I | MSC09 | 2,588 | 2,718 | 2,857 | 3,003 | 3,156 | 3,316 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,253 | 162.50 |
| LIBRARY ASSISTANT II | MSC12 | 2,787 | 2,929 | 3,079 | 3,235 | 3,399 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,582 | 162.50 |
| LICENSED PSYCHIATRIC TECH | PFA31 | 4,486 | 4,713 | 4,952 | 5,204 | 5,470 | 5,748 | 5,892 | 6,040 | 6,191 | 6,346 | 6,505 | 6,668 | 6,835 | 7,007 | 7,363 | 162.50 |
| LIEUTENANT | MGS10 | 7,182 | 7,542 | 7,925 | 8,328 | 8,751 | 9,195 | 9,425 | 9,661 | 9,903 | 10,151 | 10,405 | 10,665 | 10,932 | 11,205 | 11,772 | 173.33 |
| LITERACY PROGRAM COORDINA | PF23 | 3,702 | 3,890 | 4,088 | 4,296 | 4,514 | 4,743 | 4,862 | 4,984 | 5,109 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 6,074 | 162.50 |

Attachment: Job Class Approved Approved 040924 [Revision 1] (9684 : Adopt Revised Job Class Table

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 04/09
Board Revision Date: 04/09/24

| Job Title | Sch/Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Base Monthly Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MARKETING & ADMIN SPECIALIST | MSC19 | 3,316 | 3,487 | 3,665 | 3,851 | 4,047 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,450 | 162.50 |
| MEDICAL BILLING SPEC | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 162.50 |
| MENTAL HEALTH SPECIALIST | PF28 | 4,191 | 4,404 | 4,627 | 4,862 | 5,109 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,874 | 162.50 |
| MHSA COORD GRANT WRITER | PF29 | 4,296 | 4,514 | 4,743 | 4,984 | 5,237 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 7,046 | 162.50 |
| MHSA FAMILY SPECIALIST | PF32 | 4,627 | 4,862 | 5,109 | 5,368 | 5,640 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,590 | 162.50 |
| MIGRANT HSG CARE TAKER I | MSC16 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 5,060 | 162.50 |
| MIGRANT HSG CARE TAKER II | MSC20 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,587 | 162.50 |
| MIGRANT HSG OPERATIONS SUP | MSC25 | 3,851 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,324 | 162.50 |
| NURSING SUPERVISOR | MGT29 | 7,606 | 7,993 | 8,398 | 8,824 | 9,272 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,583 | 11,872 | 12,473 | 162.50 |
| OFFICE ASSISTANT I | MSC09 | 2,588 | 2,718 | 2,857 | 3,003 | 3,156 | 3,316 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,253 | 162.50 |
| OFFICE ASSISTANT I | MSC41 | 2,831 | 2,973 | 3,124 | 3,284 | 3,451 | 3,627 | 3,718 | 3,812 | 3,909 | 4,007 | 4,108 | 4,211 | 4,317 | 4,425 | 4,650 | 173.33 |
| OFFICE ASSISTANT II | MSC13 | 2,857 | 3,003 | 3,156 | 3,316 | 3,487 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,697 | 162.50 |
| OFFICE ASSISTANT II | MSC43 | 3,048 | 3,201 | 3,362 | 3,531 | 3,708 | 3,894 | 3,992 | 4,092 | 4,195 | 4,300 | 4,408 | 4,519 | 4,632 | 4,748 | 4,986 | 173.33 |
| OFFICE ASSISTANT SUPERVIS | MSC19 | 3,316 | 3,487 | 3,665 | 3,851 | 4,047 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,450 | 162.50 |
| OFFICE MANAGER | MGT10 | 4,750 | 4,988 | 5,242 | 5,510 | 5,790 | 6,085 | 6,239 | 6,395 | 6,555 | 6,720 | 6,888 | 7,061 | 7,238 | 7,419 | 7,797 | 162.50 |
| OPERATIONS SUPERVISOR | MSC30 | 4,360 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 7,156 | 173.33 |
| PARKS & REC ATTENDANT | MSC17 | 3,156 | 3,316 | 3,487 | 3,665 | 3,851 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,187 | 173.33 |
| PARKS & REC LEADWORKER | MSC19 | 3,316 | 3,487 | 3,665 | 3,851 | 4,047 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,450 | 173.33 |
| PAYROLL SPECIALIST | CNF32 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,519 | 162.50 |
| PEER SUPPORT SPECIALIST | MSC10 | 2,654 | 2,787 | 2,929 | 3,079 | 3,235 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,360 | 162.50 |
| PERMIT TECHNICIAN | MSC23 | 3,665 | 3,851 | 4,047 | 4,253 | 4,469 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 6,018 | 162.50 |
| PLANNING COMMISSIONER | FLAT | 50.00/meeting | | | | | | | | | | | | | | | 162.50 |
| PRINCIPAL HUMAN RESOURCE ANALYST | MGT22 | 6,395 | 6,720 | 7,061 | 7,419 | 7,797 | 8,193 | 8,398 | 8,608 | 8,824 | 9,045 | 9,272 | 9,504 | 9,742 | 9,987 | 10,493 | 162.50 |
| PRINCIPAL PLANNER | MGT22 | 6,395 | 6,720 | 7,061 | 7,419 | 7,797 | 8,193 | 8,398 | 8,608 | 8,824 | 9,045 | 9,272 | 9,504 | 9,742 | 9,987 | 10,493 | 162.50 |
| PROBATION ASSISTANT | DSS01 | 2,949 | 3,100 | 3,256 | 3,420 | 3,592 | 3,772 | 3,867 | 3,964 | 4,064 | 4,166 | 4,271 | 4,378 | 4,488 | 4,601 | 4,835 | 162.50 |
| PROGRAM MANAGER I | MGT23 | 6,555 | 6,888 | 7,238 | 7,606 | 7,993 | 8,398 | 8,608 | 8,824 | 9,045 | 9,272 | 9,504 | 9,742 | 9,987 | 10,237 | 10,756 | 162.50 |
| PROGRAM MANAGER II | MGT29 | 7,606 | 7,993 | 8,398 | 8,824 | 9,272 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,583 | 11,872 | 12,473 | 162.50 |
| PUBLIC HEALTH ASSISTANT | MSC16 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 5,060 | 162.50 |
| PUBLIC HEALTH NURSE I | PF41 | 5,781 | 6,074 | 6,382 | 6,706 | 7,046 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,379 | 8,589 | 8,804 | 9,024 | 9,481 | 162.50 |
| PUBLIC HEALTH NURSE II | PF45 | 6,382 | 6,706 | 7,046 | 7,404 | 7,780 | 8,174 | 8,379 | 8,589 | 8,804 | 9,024 | 9,250 | 9,481 | 9,719 | 9,962 | 10,466 | 162.50 |
| PUBLIC HEALTH NURSE III | PF49 | 7,046 | 7,404 | 7,780 | 8,174 | 8,589 | 9,024 | 9,250 | 9,481 | 9,719 | 9,962 | 10,211 | 10,466 | 10,728 | 10,996 | 11,553 | 162.50 |
| PUBLIC WORKS LABORER | MSC10 | 2,654 | 2,787 | 2,929 | 3,079 | 3,235 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,360 | 173.33 |
| PUBLIC WORKS SUPERINTENDENT | MGT16 | 5,510 | 5,790 | 6,085 | 6,395 | 6,720 | 7,061 | 7,238 | 7,419 | 7,606 | 7,797 | 7,993 | 8,193 | 8,398 | 8,608 | 9,045 | 173.33 |
| PUBLIC WORKS SUPERVISOR | MSC32 | 4,582 | 4,815 | 5,060 | 5,317 | 5,587 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,519 | 173.33 |
| PURCHASING COORDINATOR | MSC24 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,169 | 162.50 |
| PURCHASING TECHNICIAN | MSC18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 162.50 |
| QA COORDINATOR I | PF44 | 6,226 | 6,542 | 6,874 | 7,223 | 7,590 | 7,975 | 8,174 | 8,379 | 8,589 | 8,804 | 9,024 | 9,250 | 9,481 | 9,719 | 10,211 | 162.50 |
| QA COORDINATOR II | PF46 | 6,542 | 6,874 | 7,223 | 7,590 | 7,975 | 8,379 | 8,589 | 8,804 | 9,024 | 9,250 | 9,481 | 9,719 | 9,962 | 10,211 | 10,728 | 162.50 |
| REGISTERED NURSE | PF35 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 8,174 | 162.50 |
| ROAD MAINT LEADWORKER | MSC29 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,482 | 6,644 | 6,981 | 173.33 |
| ROAD MAINT WORKER I | MSC14 | 2,929 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,815 | 173.33 |
| ROAD MAINT WORKER II | MSC18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 173.33 |
| ROAD MAINT WORKER III | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 173.33 |
| ROAD MAINT WORKER IV | MSC26 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,482 | 173.33 |
| ROAD MAINT WORKER TRAINEE | MSC10 | 2,654 | 2,787 | 2,929 | 3,079 | 3,235 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,360 | 173.33 |
| SAFETY OFFICER-ASST RISK MGR | PFA36 | 5,077 | 5,336 | 5,607 | 5,892 | 6,191 | 6,505 | 6,668 | 6,835 | 7,007 | 7,183 | 7,363 | 7,549 | 7,738 | 7,932 | 8,333 | 162.50 |
| SENIOR DEPUTY COUNTY COUNSEL | MGT41 | 10,237 | 10,756 | 11,301 | 11,872 | 12,473 | 13,104 | 13,431 | 13,767 | 14,112 | 14,465 | 14,826 | 15,196 | 15,576 | 15,965 | 16,773 | 162.50 |
| SENIOR PAYROLL SPECIALIST | CNF34 | 4,815 | 5,060 | 5,317 | 5,587 | 5,871 | 6,169 | 6,324 | 6,482 | 6,644 | 6,810 | 6,981 | 7,156 | 7,335 | 7,519 | 7,900 | 162.50 |
| SERGEANT | DSS33 | 6,508 | 6,839 | 7,187 | 7,552 | 7,935 | 8,336 | 8,545 | 8,759 | 8,978 | 9,204 | 9,436 | 9,672 | 9,914 | 10,162 | 10,677 | 173.33 |
| SHERIFF'S RECORDS CLERK | DSA11 | 2,987 | 3,139 | 3,299 | 3,468 | 3,645 | 3,832 | 3,928 | 4,027 | 4,128 | 4,231 | 4,337 | 4,446 | 4,557 | 4,671 | 4,908 | 173.33 |
| SHERIFFS' TECHNICIAN | DSA22 | 3,928 | 4,128 | 4,337 | 4,557 | 4,788 | 5,031 | 5,157 | 5,286 | 5,419 | 5,555 | 5,694 | 5,837 | 5,983 | 6,133 | 6,444 | 173.33 |
| SOCIAL SERVICES ASSISTANT | MSC20 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,587 | 162.50 |

Attachment: Job Class Approved Approved 040924 [Revision 1] (9684 : Adopt Revised Job Class Table

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 04/09
Board Revision Date: 04/09/24

| Job Title | Sch/Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Base Monthly Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SOCIAL WORKER I | PF23 | 3,702 | 3,890 | 4,088 | 4,296 | 4,514 | 4,743 | 4,862 | 4,984 | 5,109 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 6,074 | 162.50 |
| SOCIAL WORKER II | PF27 | 4,088 | 4,296 | 4,514 | 4,743 | 4,984 | 5,237 | 5,368 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,706 | 162.50 |
| SOCIAL WORKER III | PF31 | 4,514 | 4,743 | 4,984 | 5,237 | 5,502 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,404 | 162.50 |
| SOCIAL WORKER IV | PF35 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 8,174 | 162.50 |
| SOCIAL WORKER SUP I | PF37 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,589 | 162.50 |
| SOCIAL WORKER SUP II | PF40 | 5,640 | 5,926 | 6,226 | 6,542 | 6,874 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,379 | 8,589 | 8,804 | 9,250 | 162.50 |
| STAFF SERVICES ANALYST I | PF29 | 4,296 | 4,514 | 4,743 | 4,984 | 5,237 | 5,502 | 5,640 | 5,781 | 5,926 | 6,074 | 6,226 | 6,382 | 6,542 | 6,706 | 7,046 | 162.50 |
| STAFF SERVICES ANALYST II | PF35 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 8,174 | 162.50 |
| STAFF SERVICES MANAGER | MGT29 | 7,606 | 7,993 | 8,398 | 8,824 | 9,272 | 9,742 | 9,987 | 10,237 | 10,493 | 10,756 | 11,025 | 11,301 | 11,583 | 11,872 | 12,473 | 162.50 |
| SUPERVISING ASSESSMENT TECHNICIAN | MSC27 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,644 | 162.50 |
| SUPERVISING PROBATION OFFICER | DSS25 | 5,339 | 5,610 | 5,895 | 6,194 | 6,508 | 6,839 | 7,010 | 7,187 | 7,367 | 7,552 | 7,741 | 7,935 | 8,133 | 8,336 | 8,759 | 162.50 |
| SYSTEM SUPPORT ANALYST | MSC27 | 4,047 | 4,253 | 4,469 | 4,697 | 4,936 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,018 | 6,169 | 6,324 | 6,644 | 162.50 |
| TIME-MATERIAL & SFTY ASST | MSC24 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,727 | 5,871 | 6,169 | 173.33 |
| TRAFFIC CONT TECH I | MSC18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 173.33 |
| TRAFFIC CONT TECH II | MSC22 | 3,575 | 3,757 | 3,948 | 4,149 | 4,360 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,187 | 5,317 | 5,450 | 5,587 | 5,871 | 173.33 |
| TRANSIT DRIVER | MSC16 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 5,060 | 173.33 |
| TRANSIT MANAGER | MGT10 | 4,750 | 4,988 | 5,242 | 5,510 | 5,790 | 6,085 | 6,239 | 6,395 | 6,555 | 6,720 | 6,888 | 7,061 | 7,238 | 7,419 | 7,797 | 173.33 |
| VICTIM WITNESS ADV I LT | MSC14 | 2,929 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,815 | 162.50 |
| VICTIM WITNESS ADV II LT | MSC18 | 3,235 | 3,399 | 3,575 | 3,757 | 3,948 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,697 | 4,815 | 4,936 | 5,060 | 5,317 | 162.50 |
| VICTIM WITNESS COORDINATOR ADV | PF34 | 4,862 | 5,109 | 5,368 | 5,640 | 5,926 | 6,226 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,975 | 162.50 |
| VICTIM WITNESS PROGRAM MGR | PF38 | 5,368 | 5,640 | 5,926 | 6,226 | 6,542 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 7,975 | 8,174 | 8,379 | 8,804 | 162.50 |
| VOCATIONAL ASSISTANT | MSC09 | 2,588 | 2,718 | 2,857 | 3,003 | 3,156 | 3,316 | 3,399 | 3,487 | 3,575 | 3,665 | 3,757 | 3,851 | 3,948 | 4,047 | 4,253 | 162.50 |
| WATER SYSTEMS OPERATOR | PF35 | 4,984 | 5,237 | 5,502 | 5,781 | 6,074 | 6,382 | 6,542 | 6,706 | 6,874 | 7,046 | 7,223 | 7,404 | 7,590 | 7,780 | 8,174 | 173.33 |
| WORK CREW SUPERVISOR | MSC14 | 2,929 | 3,079 | 3,235 | 3,399 | 3,575 | 3,757 | 3,851 | 3,948 | 4,047 | 4,149 | 4,253 | 4,360 | 4,469 | 4,582 | 4,815 | 162.50 |

**TABLE UPDATES**

01/01/24 4% COLA DH, UDH
01/01/24 2.5% URD
12/01/23 2.5% COLA MGS, MGT
10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved Approved 040924 [Revision 1] (9684 : Adopt Revised Job Class Table

## ELECTED OFFICIALS

| Job Title | Sch/Range | BASE | BASE 5Y | BASE 10Y | BASE 15Y | YRATE | Base Monthly Hours |
|---|---|---|---|---|---|---|---|
| ASSESSOR/ DIRECT ASMT OFF | E-ASSESSOR | 11,816 | 12,111 | 12,407 | 12,702 | | 162.50 |
| AUDITOR/CONTROLLER | E-AUDITOR | 12,193 | 12,498 | 12,803 | 13,107 | | 162.50 |
| COUNTY CLERK/RECORDER | E-CLERK | 11,553 | 11,842 | 12,131 | 12,419 | | 162.50 |
| DISTRICT ATTORNEY | E-DA | 15,553 | 15,942 | 16,331 | 16,719 | | 162.50 |
| SHERIFF/CORONER | E-SHERIFF | 16,843 | 17,264 | 17,685 | 18,106 | | 173.33 |
| TREAS/TAX COLL-PUB GUARD | E-TREAS | 11,785 | 12,080 | 12,374 | 12,669 | 16,646 | 162.50 |

**TABLE UPDATES**

01/01/24 Range/Step table conversion
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
01/01/20 COLA 2.6%
01/01/20 Range ELE19, 2% equity adjustment
10/01/18 2% COLA All Schedules
10/01/17 2% COLA All Schedules
10/01/16 2% COLA All Schedules
07/01/16 ELE19 5% increase (POST incentive eliminated)
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

## BOARD OF SUPERVISORS

Colusa County Board of Supervisors salary is set by Ordinance.
Currently $6,390/monthly, plus $500/month for Chairman and $300/month for Vice Chairman.

Commencing January 1, 2016 the salary shall be adjusted to equate to 33% of the salary for the Colusa County Superior Court Judge as reported by the National Center for State Courts in effect on January 1st of the then current even numbered year.

Prior rate set by Ordinance $4,917 monthly effective 01/01/2014.

Attachment: Job Class Approved Approved 040924 [Revision 1] (9684 : Adopt Revised Job Class Table

# COUNTY OF COLUSA, CA



## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** Clerk Recorder/Elections

**FROM:** Cristy Edwards

**SUBJECT:** Presentation by Colusa County Registrar of Voters regarding Election procedures, security and fiscal impact of the Presidential Primary Vote by Mail Election.

Presentation by Colusa County Registrar of Voters regarding Election procedures, security and fiscal impact of the Presidential Primary Vote by Mail Election.

**Detailed Description/Background of request**

The purpose of this presentation is to present to the BOS the current Election procedures, security measures, update on new funding sources for security, and advise of the fiscal impact to the County of the Presidential Primary Vote by Mail Election. .

**Prior Board Action**

None

**Fiscal Impact/Funding Source**

There was a savings to the County by the Vote by Mail model and the ROV has executed a contract for $100,000 of HAVA funding available to Colusa County.

**Action for the Board Clerk:**

**ATTACHMENTS:**

- HAVA Election Security Grant (PDF)
- Elections division (PPTX)

DocuSign Envelope ID: 843744FC-3602-4B8E-AAEF-EC63A44D4CEE **D:** 0890-23G27106

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

# STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| 23G27106 | SOS-0890 |

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Colusa County

2. The term of this Agreement is:

START DATE
February 1, 2024 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
$100,000.00; One Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| | Exhibits | Title | Pages |
|---|---|---|---|
| | Exhibit A | Scope of Work | 5 |
| | Exhibit B | Budget Detail and Payment Provisions | 5 |
| | Exhibit C* | General Terms and Conditions | GTC 04/2017 |
| + - | Exhibit D | Special Terms and Conditions (Attached hereto as part of this Agreement) | 4 |
| + - | Exhibit E | Additional Provisions | 3 |
| + - | Exhibit F | Resolution | |
| + - | Exhibit G | HAVA Activity Report | 1 |

*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
*These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Colusa County

| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 546 Jay Street, Suite 200 | Colusa | CA | 95932 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| Cristy Jane Edwards | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
| | |

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| 23G27106 | SOS-0890 |

**STATE OF CALIFORNIA**

| CONTRACTING AGENCY NAME | | | |
|---|---|---|---|
| Secretary of State | | | |
| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
| 1500 11th Street | Sacramento | CA | 95814 |
| PRINTED NAME OF PERSON SIGNING | TITLE | | |
| | | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | | |
| | | | |
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) | | |
| | | | |

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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**Exhibit A**
**Scope of Work**

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Colusa (County) with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) "for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA" subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

B. PROJECT CONTACTS

- The program representatives during the term of Agreement will be:

  County: Cristy Jayne Edwards (530) 458-0500

  SOS: Justin Hirai (916) 603-7903 or HAVAInvoices@sos.ca.gov.

C. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

1. **Cybersecurity**: Activities related to the improvement and enhancement of county cybersecurity, which includes:
   - Penetration testing and any associated remediation
   - Red team exercises and any associated remediation or mitigation
   - End point detection
   - Multi-factor authentication for all devices including
     - Mobile Device Management
     - Mobile Threat Defense

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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- Segregating election information technology
- Enhancements for network security including
  - Network Threat Detection
  - Network Threat Protection
  - Network Access Control
- Identification of public facing vulnerabilities and configuration errors through cyber hygiene scans or other methods and any associated remediation
- Patching, patch management, and vulnerability management
- Anti-Malware protection
- Malicious domain blocking and reporting (MDBR)
  - Application Security
  - Application Whitelisting
- Distributed Denial of Service (DDoS) protection
- Third party software and/or hardware in support of improving the county's cybersecurity capabilities
- Software, hardware or consulting services and/or any associated information technology installation directly related to cybersecurity risks which may include
  - Application Development Security
  - Software Supply Chain Management
  - Identity Lifecycle Management
- Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
  - Security Continuous Monitoring 24x7
  - Cloud Security Monitoring
  - Insider Threat Detection
  - Log Management
  - Threat Intelligence Platform
  - Application Security
  - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

2. **Physical Security**: Activities related to the improvement and enhancement of county physical security which includes:
   - Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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- Crisis response kit
- First aid supplies
- Panic alarms
- Intrusion detection systems
- Restricted access controls
- Security cameras or other surveillance equipment
- Emergency generator
- Physically securing servers hosting county voter registration, election information systems, and voting technology
- Securing storage or offsite locations used for election equipment and supplies
- Additional services that improve security

3. **Security and Privacy Awareness Training**: Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff that encompass essential knowledge and skills that help maintain the security and integrity of elections, including:
   - User awareness training
   - Phishing training
   - Social engineering training
   - Combatting mis/dis/mal information
   - De-escalation and conflict resolution
   - Emergency drills
   - Tabletop exercises

4. **Incident Response**: Costs related to responding to an election security incident, including:
   - Staff time or consulting services for incident response plan drafting and preparation
   - Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

Items presumed not to be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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determiner if an expenditure is reimbursable.

1. Costs not directly related to election infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (handheld computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
3. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) Endpoint Detection Response program, or other equivalent end point protection and is kept up to date (https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr).

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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9. Adopted a .gov Top-Level Domain or are currently in the transition process (https://get.gov/registration/) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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**Exhibit B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

      Preferred Method in electronic format (PDF) via email to AccountsPayable@sos.ca.gov.

      Hard copies, though not required, may be sent to:

      Office of Secretary of State
      Attention: Accounts Payable
      P.O. Box 944260
      Sacramento, CA 94244-2600

   C. Counties will be reimbursed as specified in Exhibit A 'Scope of Work', Section C, 'Appropriate Uses of HAVA Funds'.

2. Budget Contingency Clause

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

   B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

3. Federal Funds

   A. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.

   B. This contract is valid and enforceable only if the United State Government for the fiscal year 2023/2024, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

   C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

   D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Prompt Payment Clause

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

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

   County shall not receive, pursuant to Agreement, more than $100,000.00.

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions below related to the applicability of CFR-200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section C ('Appropriate Use of HAVA Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';

B. Include the total amount of the claim;

C. Include the agreement number on the face sheet;

D. Identify whether additional claims are expected to be submitted;

E. Include hourly charge of any county staff for which a claim is made for their time;

F. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;

G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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H. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.

I. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225
2CFR – Part 225 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225 may be found at https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf

10. Retroactive Payments
Counties may claim reimbursement for expenses and activities permissible under the terms of this agreement that occur after July 1, 2023, and on or before June 30, 2025.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2CFR – Part 225 and 2CFR 200 may be found at https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf

15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

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**Exhibit C**
**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts.

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**Exhibit D**
**SPECIAL TERMS AND CONDITIONS**

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at http://www.whitehouse.gov/omb/circulars;

4. County shall maintain records in a manner that:

    a. Accurately reflects fiscal transactions with necessary controls and safeguards;

    b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

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c. Provides accounting data so the costs can readily be determined throughout Agreement period.

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).

2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item 2, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at

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https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf.

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;

7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;

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

9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;

11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually

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performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

    Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov (formerly at www.epls.gov).

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

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**Exhibit E**
**ADDITIONAL PROVISIONS**

A. Secretary Of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for

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or indicate opposition to a candidate or measure at any level of government.

4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

B. Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

# EXHIBIT G
# TIMESHEET

STATE OF CALIFORNIA - SECRETARY OF STATE

## CONTRACTOR HAVA ACTIVITY REPORT

| NAME | COMPANY NAME | Month/Year | HAVA Coordinator's Approval |
|---|---|---|---|
| | | | |
| Contract Number: | Location (Sacto/LA) | | |
| | | | |

HAVA ACTIVITY HOURS

| | 31 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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| 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

PROGRAM TIME REPORTING

| DELIVERABLE NAME | ORG | HOURS |
|---|---|---|
| (Taken from proposal and contract) | | 0.00 |
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| | | 0.00 |
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| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | MONTHLY TOTAL | 0.00 |

| SIGNATURE OF CONTRACTOR | DATE | | |
|---|---|---|---|
| | | | |

Attachment: HAVA Election Security Grant (9675 : Presentation by County Registrar of Voters)

# ELECTIONS DIVISION

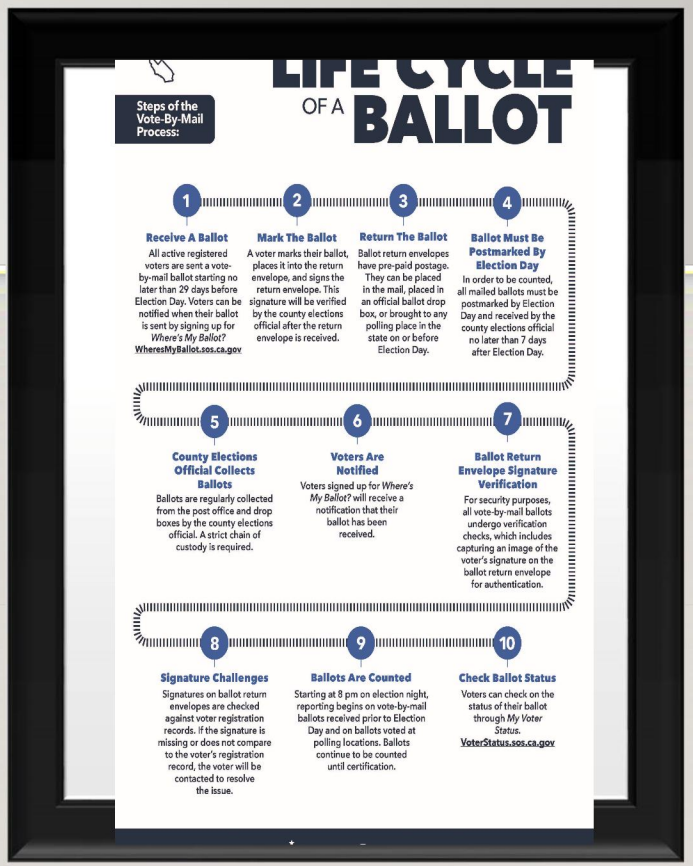
BY CRISTY JAYNE EDWARDS



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# LIFE CYCLE OF A BALLOT

Understanding what happens to your ballot




Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# WHAT'S HAPPENING TO MY BALLOT?

- Ballot is received in the mail. Receive notification by signing up for WheresMyBallot.sos.ca.gov
- Mark your ballot, place in envelope and sign the envelope. Signature will be verified upon return.
- Return ballot, postage free, in the mail, a drop box or in person.
- Ballot must be returned by 8:00 pm or postmarked by Election Day.
- Ballots are regularly collected and a strict chain of custody is required.
- If the signature is missing or doesn't match the voter is contacted to cure their ballot.
- After 8pm Election night processing begins on ballots received prior to Election Day.
- Ballots continue to be received in the mail and counted up to 7 days after the Election.



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# SECURE VOTING

- All ballots issued are barcoded with an identifying number.
- Every returned ballot has their signature compared and verified.
- If a voter requests a new ballot, their old ballot is voided.
- Ballots are issued separate tint and watermarks by the state each election.
- Reports are received from the State that inactivates voters for events such as death.
- Our office tested 15,000 ballots before the election, which equates to 50% more ballots than registered voters.



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# ELECTRONIC BALLOT OPENER

Opening ballots




Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# DOMINION QUESTIONS

- Colusa County conducts an all mail paper ballot election.
- Our Dominion ICX electronic voting machines are NOT tabulators. They are used as ballot printers.
- The Dominion servers are a stand alone air gapped system that is NOT hooked up to the internet. The term air gap is a security measure that involves isolating a computer network and preventing it from establishing an external connection. An air-gapped computer is physically segregated and incapable of connecting wirelessly or physically with our computers or network devices.



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# BALLOT SCANNER

Scanning ballots



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# DOMINION QUESTIONS CONTINUED

- Colusa County has two independent servers. One is used to program the election and one is used to tabulate the election.
- To transfer data between a computer and an air gapped system, data is copied to a removable device such as a USB drive and is physically carried by the user to the other system.
- All our device components are password protected, and there are additional security features such as keys.
- All voting systems must be tested and certified by the State.



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# CYBERSECURITY & INFRASTRUCTURE SECURITY AGENCY BY THE US DEPARTMENT OF HOMELAND SECURITY.




Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# NEW SECURITY OPPORTUNITIES AND FUNDING

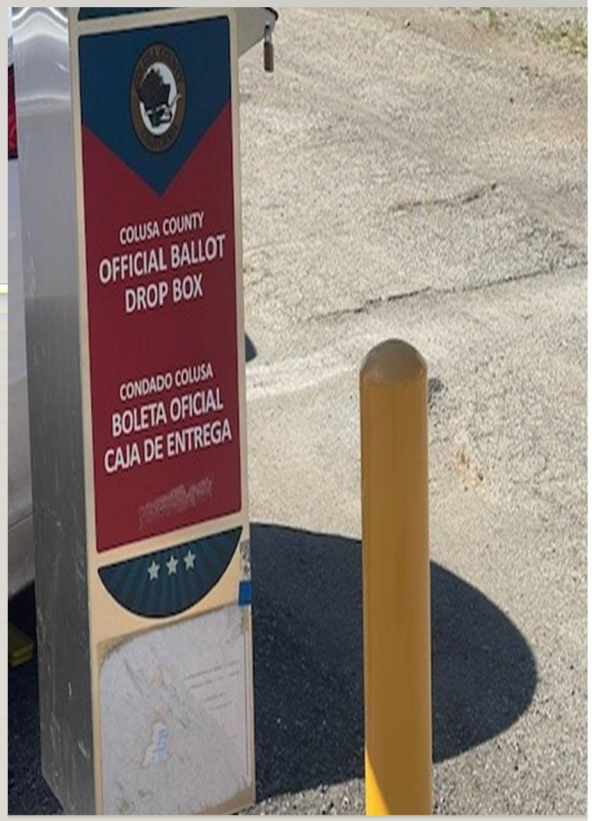
- As part of Homeland Security the Colusa County Elections Official and Colusa County Director of IT attended a CISA (Cybersecurity Infrastructure and Security Agency) workshop.
- Attendance resulted a full security assessment of the Election workspace and coordination with IT for an assessment of the Internet Infrastructure.
- Received a $100,000 HAVA (Help America Vote Act) grant for Election Security.
- IT has developed an Incident Response Plan as part of the grant.
- Elections will be upgrading their alarm system and video surveillance system.
- The Election Official developed a new Emergency Action Plan.



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# WAYS TO VOTE for 30 days

- By mail (ballot postage both ways is charged to Elections)
- By returning to the drive through dropbox(potholes are now filled ☺ )
- In person by dropping off ballot or ICX machine
- By email link for Remote Access or Overseas voters
- 1357 voters used the dropbox or 35% which saved return postage of $1519.84




Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# ELECTION OVERVIEW

Total Register Voters = 10,320

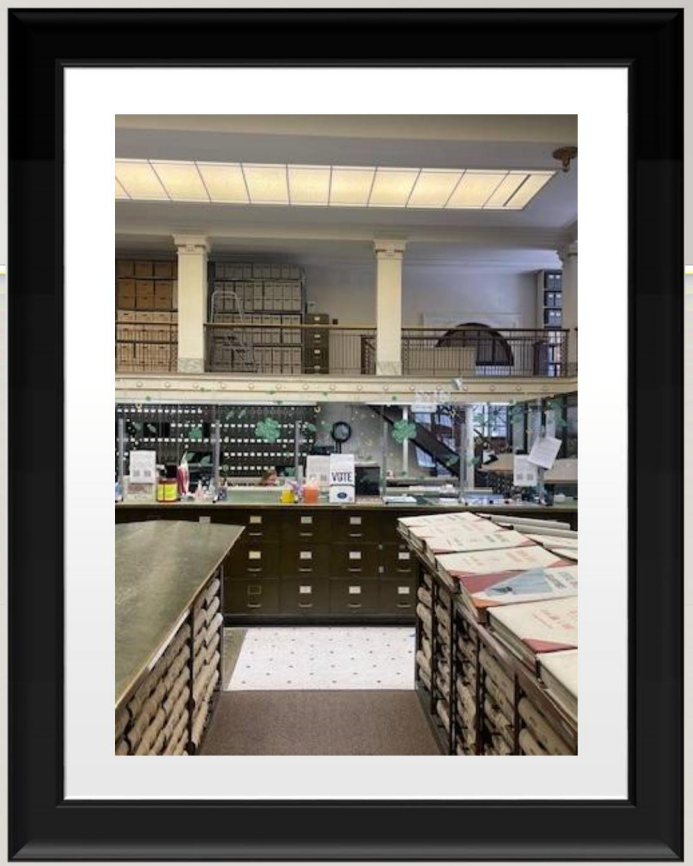
Total Voted in Primary Election = 3,877 or 38%

Total Drop Box Ballots = 1357

Total In Person = 489 (53 Williams) (436 Colusa)

Total Mail In = 2099

Total Registered as Permanent Vote by Mail = 8271 or 80%




Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# ELECTION COST SAVINGS

| Total Savings $17,467.80 | Last Election | This Election | Yearly Savings 2 Elections | Total Savings |
|---|---|---|---|---|
| Poll Workers | $6,345.63 | $740 | $11,211.26 | Election Year Only |
| Maintenance | 23 hours $1017.21 | $ 0 | $2050.00 | Election Year Only |
| ICX Warranty | 3222.72 | 1085.00 | 2137.72 | Every year |
| ICX License | 3118.82 | 1050.00 | 2068.82 | Every year |



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# ELECTION HIGHLIGHTS

- The Election was certified in 14 days.
- All employees are background checked and fingerprinted.
- Streamlining the process resulted in a more efficient process.
- There were fewer facilities to secure.
- There was a significant savings to the General Fund.



Attachment: Elections division [Revision 1] (9675 : Presentation by County Registrar of Voters)

# COUNTY OF COLUSA, CA

8.1

## Request For County Board of Supervisors Action

**MEETING DATE:** April 9, 2024

**DEPARTMENT:** County Administrative Office

**FROM:** Wendy Tyler

**SUBJECT:** Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
California Government Code section 54956.8
Property: Prize Bridge, near Grimes Arbuckle Road
Property owner: County of Colusa
Proposed Purchaser:
Negotiators: Wendy G. Tyler
Under negotiation: Terms of sale

## Detailed Description/Background of request

## Prior Board Action

## Fiscal Impact/Funding Source

## Action for the Clerk

**COUNTY OF COLUSA, CA**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **April 9, 2024** |
| **DEPARTMENT:** | **Human Resources** |
| **FROM:** | **Dar Rhodes** |
| **SUBJECT:** | **1:00 p.m. Workshop to discuss Colusa County Classification and Compensation Assessment report and follow-up on Recruitment and Retention efforts with possible direction to staff.** |

1:00 p.m. Workshop to discuss Colusa County Classification and Compensation Assessment report and follow-up on Recruitment and Retention efforts with possible direction to staff.

## Detailed Description/Background of request

Like many public agencies in recent years, Colusa County has been faced with increasingly complex challenges related to recruiting and retaining employees, remaining competitive in the labor market during times of rapid inflation, and finding creative ways to attract the next generation of workers: Ensuring a classification and compensation system that's not only strategic, competitive, compliant, and equitable is the foundation of staying competitive.

To establish a successful classification and compensation system, many local governments conduct agency-wide classification and compensation studies, which typically result in correctly classified positions, updated class specifications, and salaries and benefits that are aligned with the labor market. Because the County has never conducted a formal countywide class and comp study, HR engaged an expert to explore the pros and cons - particularly in light of the often-exorbitant costs for such.

In August of last year, the County engaged the services of Catacutan Consulting, LLC, whose consultant suggested a much less costly, but significantly thorough, independent assessment of the overall status of the County's current class and comp system, to ascertain whether conducting a full countywide classification and compensation study was necessary.

The assessment, which was completed in October 2023, focused on (1) a review of the County's classifications and salaries, including a review of many class specifications and a compaction analysis; (2) a summary of the information gathered from County department heads regarding their class and comp priorities and challenges; (3) results from a base salary survey of 30 County classifications; and (4) recommendations for the salary step structure, future projects, and prioritization of projects.

Those focus items are the basis of this workshop discussion, with special emphasis on the consultant's recommendations, which are intended to help the County improve the current class and comp foundation and to serve as a guide for future classification and compensation projects.

Staff is not necessarily seeking direction on any issue today, but simply opening the dialogue. There is much to consider and we believe these discussions will need to continue, over a period of time, before we are able to determine strategies that best serve the organization and, thereby, the constituency.

**Prior Board Action**
None.

**Fiscal Impact/Funding Source**
None at this time.

**Action for the Clerk**
None.

**ATTACHMENTS:**

- Final Report_Colusa County_Class and Comp Assessment_1-8-24 (PDF)

# County of Colusa

## Classification and Compensation Assessment

October 2023

Prepared by:

Kim Catacutan
Human Resources Consultant
Catacutan Consulting, LLC

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to Discuss Classification & Compensation

CATACUTAN CONSULTING, LLC

October 17, 2023

Darlene Rhodes
Human Resources Director
County of Colusa
547 Market Street
Colusa, CA 95932

Dear Ms. Rhodes:

I am pleased to present this assessment of Colusa County's classification and compensation system. This assessment includes (1) a review of the County's classifications and salaries, including a review of many class specifications and a compaction analysis; (2) a summary of the information gathered from County department heads regarding their classification and compensation priorities and challenges; (3) results from a base salary survey of 30 County classifications; and (4) recommendations for the salary step structure, future projects, and prioritization of projects.

Please note that underlined content in the Background and Recommendations sections are hyperlinks to the County website or other web pages.

Colusa County department heads were thoughtful, helpful, and candid throughout this assessment. Their input was valuable and appreciated.

The recommendations provided in this report will help strengthen Colusa County's classification and compensation system. Thank you for this opportunity to serve Colusa County in this capacity.

Respectfully,



Kim Catacutan
Human Resources Consultant
Catacutan Consulting, LLC

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to Discuss Classification & Compensation

CATACUTAN CONSULTING, LLC

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# EXECUTIVE SUMMARY

## Introduction

Colusa County ("County") engaged the services of Catacutan Consulting, LLC, ("Consultant") to conduct an independent assessment of their classification and compensation system. Please refer to Appendix F for the business biography of the consultant who conducted this assessment.

In recent years, public sector agencies have been faced with increasingly complex challenges related to recruiting and retaining employees, remaining competitive with the labor market during times of rapid inflation, and finding creative ways to attract the next generation of workers, especially in law enforcement. In an effort to compete with the private sector and increase the number of quality applicants, local governments have provided large salary increases, signing bonuses, remote work, four-day work weeks, and much more. Colusa County is no different, yet many challenges remain.

Given the above challenges, it is imperative that a classification and compensation system is strategic, competitive, compliant, and equitable. To establish a successful classification and compensation system, many local governments conduct agency-wide classification and compensation studies, which typically result in correctly classified positions, updated class specifications, and salaries and benefits that are aligned with the labor market. One purpose of this classification and compensation assessment is to determine if the County is in need of a comprehensive Countywide classification and compensation study.

## Background and Methodology

The County typically revises class specifications when vacancies occur and adjusts salaries as part of collective bargaining or as other issues arise. A Countywide classification and compensation study has never been conducted; therefore, many of the classification specifications have not been revised for many years, some positions may be incorrectly classified, and the salaries are not consistently aligned with the labor market.

An important part of the classification and compensation assessment involved interviews with the County's 16 department heads, who were asked questions about their experiences, opinions, and challenges regarding the following aspects of the classification and compensation system: policies and procedures; quality and effectiveness of the classification specifications; recruitment and retention issues; external equity and competitiveness of the salary ranges; internal equity and compaction between classifications or positions; and effectiveness of the 15-step and 23-step salary scales.



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In addition to interviews with department heads, a base salary survey was conducted that included 30 classifications and nine comparator counties. A compaction analysis was also conducted to determine if any classifications are too close to the classifications below them in their respective career ladders. The County has identified and implemented the ideal spacing for classifications in a career ladder; therefore, compaction issues are minimal.

All County classifications, with the exception of elected department heads, have 15-step salary ranges. Elected department heads have 23-step ranges. As part of this assessment, the County's salary scales were reviewed and evaluated, and options were developed for a revised salary scale and longevity pay (page 34).

## Results

Overall, the department heads think the County is heading in the right direction regarding the classification and compensation system and are encouraged by the changes being made by the Human Resources Director and the County Administrative Officer. Below are some of their general thoughts:

- **Human Resources Policies and Procedures**: Many department heads think the foundational documents, such as the Personnel Rules and other policies and procedures are confusing, complicated, prevent flexibility, and should be revised.
- **Recruitment and Retention**: Recruitment and retention challenges are present in most departments, with some departments and classifications struggling more than others. Recruitment and retention are a top priority for department heads.
- **Salaries and Salary Scales**: In general, department heads think the salaries are competitive at the top of the ranges, but they think the lower steps are too low to recruit quality applicants. There are mixed views regarding the County's current 15-step salary scales. Some like the current scales because they provide regular salary increases for many years, but most would like to see the scales improved.
- **Classification and Compensation Study**: Some department heads think a Countywide classification and compensation study is needed, but most think the current system of revising class specifications and adjusting salaries as needed is acceptable.
- **Department-Specific Classification and Compensation Concerns**: Each department head provided comments, suggestions, and priorities for their department and the County. Their feedback is aggregated and summarized in the body of the report.

In addition to the information gathered during the interviews with department heads, the following information was discovered:

- **Compaction**: The County's policy to prevent compaction has been successful. There are a few compaction issues; however, overall, the County's salary structure is sound.



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- **Salary Survey**: Overall, when compared to the nine comparator counties, the County's 30 classifications surveyed may be summarized as follows: Steps 1 and 6 are about 3% below the labor market; steps 8, 10, and 15 are about 2%, 7%, and 24% above the labor market, respectively.
- **Salary Scales**: The County has been hiring new employees anywhere within the 15-step salary range, which has caused some unintended consequences, including what sounds like major equitability concerns for some employees in the same classification.

A broad summary of the information and data gathered reveals that the County is attempting to move toward a classification and compensation system that is strategic, competitive, compliant, and equitable:

- **Strategic**: As is the case with most public sector agencies, the rules, policies, and MOUs prevent creating a system that is highly adaptable to changes in the organization, workforce, and labor market.
- **Competitive**: The County, like many local governments, is facing budget constraints that may make increasing salaries a challenge. That said, the salary survey revealed that the County's salaries are, on average, competitive with the labor market.
- **Compliant:** The County's rules and policies appear to allow Human Resources to legally, consistently, and fairly manage the classification and compensation system.
- **Equitable**: The classification and compensation system appears to be internally equitable with regard to classifications; however, some potential inequities have arisen because of the 15-step salary ranges. In a 6-step salary range, with 5% between each step, step 6 is about 28% above step 1. In the County's 15-step range, step 15 is about 64% above step 1. Two employees in the same classification may starting 64% apart.

The main body of the report provides additional details regarding the above results.

## Recommendations and Summary

Below is a summary of the classification and compensation recommendations. Additional details about each recommendation are provided in the body of the report.

1. Adopt a County compensation philosophy to strategically guide compensation decisions.
2. Prepare a classification and compensation handbook as a resource for Human Resources and the County.
3. Increase the authority of the Human Resources Director and County Administrative Officer to make classification revisions.
4. Revise the elected department head salary policy to ensure they are not paid above the top step.



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5. Reinterpret the policy regarding the probationary period for flexibly-staffed positions so employees are not required to be on probation after advancing to the next level in a series.
6. For promotions, consistently treat current employees like new employees, placing them at the salary step that reflects their experience, education, knowledge, skills, and abilities.
7. Update and improve classification specifications with consistent format and content according to the classification and compensation handbook.
8. Plan for and prioritize future classification studies based on the severity of the issues.
9. Create an Assistant County Administrative Officer classification to manage departmental employees, to serve as second in command, and for succession planning.
10. Create an Administrative Analyst classification series to assist department heads with high-level, professional administrative functions.
11. Review classification and compensation files, such as class specifications, salary schedules, and the payroll system, for consistency and accuracy.
12. Revise all salary scales to six steps with five percent between each step, and include longevity pay in each labor agreement.
13. Conduct periodic Countywide compensation surveys as defined in the compensation philosophy or labor agreements.
14. Review some County salaries in the near future to address severe recruitment and retention issues.
15. Review and correct compaction while ensuring that no new compaction is created up the career ladders.
16. Consider addressing internal equity caused by hiring employees at any step within the 15-step salary range.

This classification and compensation assessment revealed that the County has successfully ensured that the classification and compensation system is competitive and compliant, and Human Resources is consistently implementing strategies to address challenges in the labor market and the workforce. The analyses, recommendations, and priorities provided in this report are intended to help the County improve the current foundation and to serve as a reference guide for future classification and compensation projects.



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# BACKGROUND

## Project Scope

Colusa County engaged the services of Catacutan Consulting, LLC, to assess the overall state of the County's classification and compensation system. The Human Resources Director indicated that the County typically revises class specifications when vacancies occur and adjusts salaries as part of collective bargaining or as other issues arise. A Countywide classification and compensation study has never been conducted; therefore, many of the classification specifications have not been revised for many years, some positions may be incorrectly classified, and the salaries are not consistently aligned with the labor market.

To assess the overall state of the County's classification and compensation system, the following features were reviewed and analyzed:

- Human resources policies and procedures.
- Quality and effectiveness of the classification specifications.
- Recruitment and retention issues.
- External equity and competitiveness of the salary ranges.
- Internal equity and compaction between classifications or positions.
- Effectiveness of the 15-step and 23-step salary scales.

The above features were assessed as they relate to the following core criteria that signify a successful classification and compensation system:

- **Strategic**: The classification and compensation system is well aligned to organizational priorities; able to adapt to changes in the organization, workforce, and labor market; and allows the County to enhance operational goals and objectives.
- **Competitive**: The classification and compensation system is competitive with the labor market and ensures that the County can recruit, hire, and retain high-quality employees.
- **Compliant:** The classification and compensation system enables the County to maintain integrity through adherence to legal and ethical requirements; follows best practices; and has clear and up-to-date policies and guidelines that allow Human Resources to legally, consistently, and fairly manage the system.
- **Equitable**: The classification and compensation system is internally and externally equitable. Internal equitability means that internal salary relationships between classifications are fair and appropriate, and external equitability means that salaries are aligned with the labor market, as determined by the agency's compensation philosophy.



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# About Colusa County

The County has approximately 450 employees and eight bargaining units, including Appointed Department Heads, Confidential, Deputy Sheriffs' Association, Elected Department Heads, Management, Miscellaneous, Professional/Administrative, and Unrepresented.

There are 241 classifications on their salary schedules and 198 class specifications on NeoGov. The discrepancy between the number of classes in the salary schedules and on NeoGov is understandable because many of the classifications in flexibly-staffed series are combined into one class specification. Elected department heads have 23-step salary ranges, and all other classifications have 15-step ranges.

The County's Human Resources Department reports workforce demographic data for each classification to the Equal Employment Opportunity Commission. The number of classifications in each EEO-4 occupational category are as follows:

| | | |
|---|---|---|
| 1. | Officials and Administrators | 27 |
| 2. | Professionals | 79 |
| 3. | Technicians | 25 |
| 4. | Protective Service Workers | 16 |
| 5. | Paraprofessionals | 9 |
| 6. | Administrative Support | 55 |
| 7. | Skilled Craft Workers | 13 |
| 8. | Service-Maintenance | 17 |

The following information is located on the County's Human Resources web page:

- Class Specifications and Salary Schedules
- Personnel Rules
- Policies and Procedures
- Memorandums of Understanding
- Employment Opportunities
- Forms and Documents
- Benefits
- Employee Assistance Program



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# Benefits of a Sound Classification and Compensation System

A sound classification and compensation system is the foundation for almost all other human resources functions. It is the basis for recruitment and hiring, salary placement and market surveys, legal compliance, organizational development and workforce planning, training and development, and performance management.




A sound classification and compensation system includes (1) current, complete, and accurate classification specifications; (2) job families and career ladders; (3) guidelines that define classification titling and leveling concepts, allocation factors, and supervisory relationships and types; (4) classification and compensation study procedures; and (5) and classification and compensation policies. Positions within the classification system are classified according to allocation factors such as the type of work, level of complexity and difficulty, decision making responsibility, supervision exercised and received, contact with others, and minimum qualifications, such as knowledge, skills, abilities, education, and experience requirements.

The classification structure assists in providing a logical, consistent, and fair system; helps applicants, employees, and managers understand job duties, responsibilities, and qualifications; ensures equal pay for equal work; and provides valuable information for organizational planning and analysis, staff development, and performance management.



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# METHODOLOGY

## Interviews with Department Heads

A critical part of the classification and compensation assessment involved interviews with the County's 16 department heads who oversee the following departments:

1. Agriculture
2. Assessor
3. Auditor-Controller
4. Behavioral Health
5. Clerk-Recorder-Registrar
6. Community Development
7. County Administrator
8. County Counsel
9. District Attorney
10. Health and Human Services
11. Human Resources
12. Library
13. Probation
14. Public Works
15. Sheriff-Coroner
16. Treasurer-Tax Collector

They were asked questions about their experiences, opinions, and challenges regarding the following aspects of the classification and compensation system:

- Human resources policies and procedures.
- Quality and effectiveness of the classification specifications.
- Recruitment and retention issues.
- External equity and competitiveness of the salary ranges.
- Internal equity and compaction between classifications or positions.
- Effectiveness of the 15-step and 23-step salary scales.

The department heads were candid, thoughtful, and thorough in their responses to the interview questions. They appeared to care deeply about the County, the importance of their roles, and especially about County employees.

## Colusa County Documents

The classification and compensation assessment also involved reviewing and analyzing many County documents, such as class specifications, salary schedules, organizational charts, policies and procedures, and memoranda of understanding (MOUs). A sample of class specifications were reviewed for content and quality, and others were reviewed as part of the salary survey. Salary schedules and organizational charts were used to establish career ladders, analyze compaction, and as part of the salary survey. The Personnel Rules, MOUs, policies, and



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procedures were reviewed to gain a better understand about the County and to make recommendations.

## Salary Survey

To better understand the compensation issues facing the County, a base salary survey was conducted. During the department head interviews, they were asked which classifications they would like included in the salary survey; most of their suggestions were considered and incorporated into the survey, and each department had at least one classification included. The 30 classifications included in the survey were primarily journey level; however, some entry level, advanced journey level, and supervisory classifications were included.

Since some classifications are categorized as 40 hours per week and others are 37.5 hours per week, the survey was simplified by using hourly salaries rather than monthly or annual salaries. Hourly salaries were calculated by dividing the monthly salaries in the salary schedule by the number of hours worked per month.

The County has a predetermined list of comparators counties they use for salary surveys, including Amador, Butte, Glenn, Lake, Shasta, Sutter, Tehama, Yolo, and Yuba. This group of comparator counties is referred to as the "labor market" throughout this report. The classification and salary data for each comparator county was found online, including a review of their class specifications and their most recent salary schedules.

Because the County's 15-step salary scales are unconventional, and because the department heads mentioned that the bottom of the salary ranges are too low to attract applicants, the County's step 1 was compared to the labor market median minimum salary, and Colusa's steps 6, 8, 10, and 15 were compared to the labor market median maximum salaries.

## Compaction Analysis

Within a sound classification and compensation system, the classifications fit into job families and career ladders. A job family is a group of classifications that have a similar function, such as financial services, human resources, legal services, social services, etc. Within each job family, there are career ladders that are more narrowly focused and define one way an employee may progress within the classification system.

For example, within the County's financial services job family, there is an accounting career ladder that is outlined in the table below. It shows the classification title, range number, step 1, step 15, EEO-4 category, department, and percentage each classification's maximum salary is above the next lower classification's maximum salary.



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| Class Title | Range | Hourly Step 1 | Hourly Step 15 | EEO-4 Category | Department | % Class is Above Lower Class |
|---|---|---|---|---|---|---|
| AUDITOR/CONTROLLER | ELE17 | 57.98 | 113.09 | Officials and Administrators | Auditor-Controller's Office | 54.81% |
| ASST AUDITOR/CONTROLLER | MGT28 | 44.54 | 73.05 | Officials and Administrators | Auditor-Controller's Office | 45.23% |
| ACCOUNTANT/AUDITOR III | PF 36 | 30.66 | 50.30 | Professionals | Auditor-Controller's Office | 10.40% |
| ACCOUNTANT/AUDITOR II | PF 32 | 27.77 | 45.56 | Professionals | Auditor-Controller's Office | 10.39% |
| ACCOUNTANT/AUDITOR I | PF 28 | 25.16 | 41.27 | Professionals | Auditor-Controller's Office | 17.11% |
| ACCOUNTING TECHNICIAN | MSC22 | 21.45 | 35.24 | Administrative Support | Countywide | 13.17% |
| ACCOUNT CLERK III | MSC17 | 18.95 | 31.14 | Administrative Support | Countywide | 10.43% |
| ACCOUNT CLERK II | MSC13 | 17.15 | 28.20 | Administrative Support | Countywide | 10.46% |
| ACCOUNT CLERK I | MSC09 | 15.53 | 25.53 | Administrative Support | Countywide | n/a |

The percentages in the right column allow for the analysis of compaction. Compaction occurs if the differentials between classifications in the career ladder are too small. The County applies the following guidelines to determine the spacing between classifications in a career ladder: approximately 10% between entry and journey level classes in a series; 10% between journey and advanced journey level classes in a series; 7.5% between advanced journey level classes and lead worker; 7.5% between supervisor and lead worker where there is one, or 15% between first line supervisor and highest, non-lead worker level supervised; and 15% to 20% between a first line manager and highest level managed or supervised.

## Salary Scales

All county classifications, with the exception of elected department heads, have 15-step salary ranges. Elected department heads have 23-step ranges. As part of this assessment, the County's salary scales were reviewed and evaluated, and options were developed for a revised salary scale. Longevity pay options are also discussed in the Recommendations section of this report.

## Provide Recommendations

All of the data described above were carefully and thorough reviewed and analyzed to provide the recommendations outlined in a later section of this report.



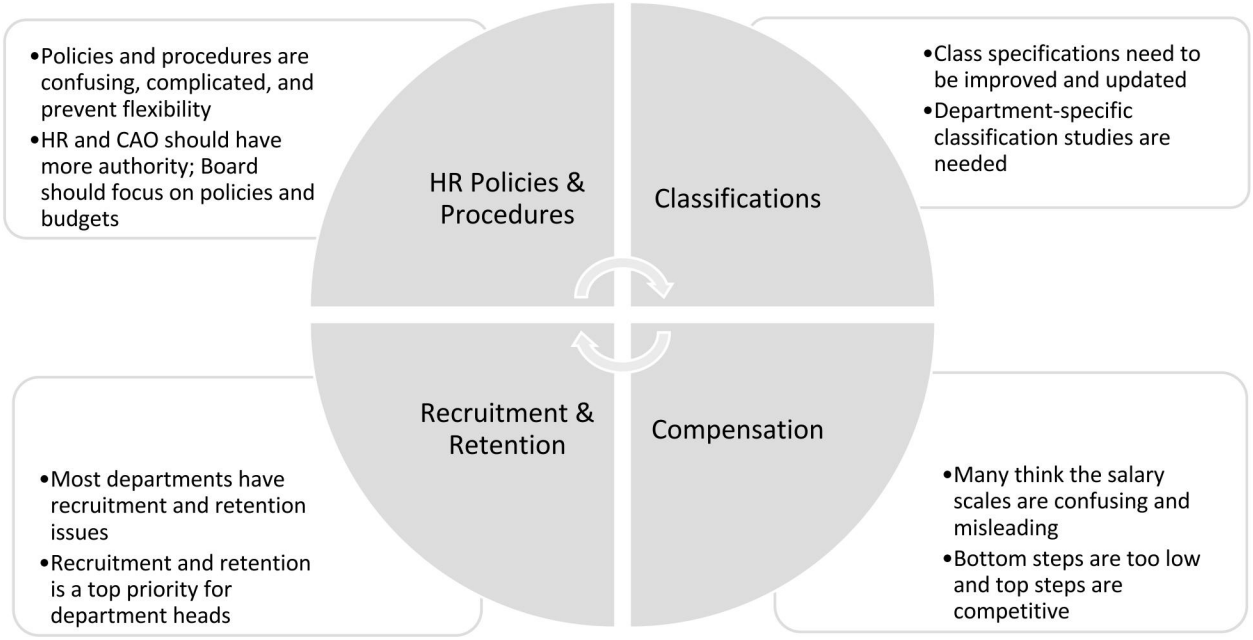
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# RESULTS

## Summary of Results

### Department Head Responses

Overall, the department heads think the County is heading in the right direction regarding the classification and compensation system and are encouraged by the changes being made by the Human Resources Director and the County Administrative Officer. Below are some of their general thoughts.




- **Human Resources Policies and Procedures**: Many department heads think the foundational documents, such as the Personnel Rules and other policies and procedures are confusing, complicated, prevent flexibility, and should be revised.
- **Recruitment and Retention**: Recruitment and retention challenges are present in most departments, with some departments and classifications struggling more than others. Recruitment and retention are a top priority for department heads.
- **Starting Salaries are Too Low**: In general, department heads think the salaries are competitive at the top of the ranges, but they think the lower steps are too low to recruit quality applicants.



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- **Classification and Compensation Study**: Some department heads think a Countywide classification and compensation study is needed, but most seem to think the current system of revising class specifications and adjusting salaries as needed is acceptable.
- **Salary Scales**: There are mixed views regarding the County's current salary scales. Some like the current 15-step scales because they provide regular salary increases for many years, but most would like to see the scales revised.
- **Department-Specific Classification and Compensation Concerns**: Each department head provided comments, suggestions, and priorities for their department and the County. Their feedback is aggregated and summarized in the sections below.

## Consultant Findings

In addition to the information gathered during the interviews with department heads, the following information was discovered:

- **Compaction**: The County's policy to prevent compaction has been successful. There are a few compaction issues that are described in the sections that follow; however, overall, the County's salary structure is sound.
- **Salary Survey**: Overall, when compared to nine comparator counties, the County's 30 classifications surveyed may be summarized as follows:
    - Step 1 is about 3% below the comparator median minimum salary.
    - Step 6 is about 3% below the comparator median maximum salary.
    - Step 8 is about 2% above the comparator median maximum salary.
    - Step 10 is about 7% above the comparator median maximum salary.
    - Step 15 is about 24% above the comparator median maximum salary.
- **Salary Scales**: The County has been hiring new employees anywhere within the 15-step salary range for each classification, which has caused some unintended consequences that will be discussed in more detail later in this report.

A broad summary of the information and data gathered reveals that the Human Resources Department and County Administrative Office are attempting to move toward a classification and compensation system that is strategic, competitive, compliant, and equitable.

- **Strategic**: As is the case with most public sector agencies, the rules, policies, and MOUs prevent creating a system that is highly adaptable to changes in the organization, workforce, and labor market.
- **Competitive**: The County, like many local governments, is facing budget constraints that may make increasing salaries a challenge. That said, the salary survey revealed that the County's salaries, on average, are within 5% of the labor market between steps 1 and 8. At steps 10 and 15, the County is 7% and 24% above the labor market, respectively.



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- **Compliant:** The County's rules and policies appear to allow Human Resources to legally, consistently, and fairly manage the classification and compensation system.
- **Equitable**: The classification and compensation system appears to be internally equitable with regard to classifications; however, some potential inequities have arisen because of the 15-step salary ranges. In a 6-step salary range, with 5% between each step, step 6 is about 28% above step 1. In the County's 15-step range, step 15 is about 64% above step 1. Two employees in the same classification starting 64% apart is quite inequitable.

The next six sections provide additional details about findings in the following areas: Human resources policies and procedures, classifications, recruitment and retention, external equity and salary competitiveness, internal equity and compaction, and the 15-step and 23-step salary scales.

# Human Resources Policies and Procedures

## Department Head Responses

The department head interviews revealed the following information about the policies and procedures related to the classification and compensation system:

- **Improve Rules, Policies, and Procedures**: The foundational documents are confusing, complicated, prevent flexibility, and should be improved. Some improvements have occurred, which is promising. The County can sometimes get stuck on past precedent even though the rules and policies appear to allow flexibility.
- **Fewer Approvals from Board of Supervisors**: The Human Resources Director and the County Administrative Officer need to be empowered to make decisions without going to the Board of Supervisors for minor actions. The Board should focus on policy decisions and budget matters. The County already meets and confers with bargaining units regarding changes to class specifications, so there are checks and balances in place. The lead time to get items on the Board agenda, as well as Board meetings only occurring every other week, make classification changes take too long.
- **Fairness for Current Employees**: Some classifications may warrant more than a 5% increase when an employee promotes internally. External applicants have an advantage and can receive higher salaries than internal employees. Internal employees should be given more opportunities to interview and advance. A pay-for-performance plan may help retain good employees.
- **Probationary Period**: Employees must be placed on probation each time they move up to the next flexibly-staffed level within one classification series, which means the employee must be evaluated every three months. For some series that have a trainee and three or four levels, the employee may be on probation for several years, receiving performance evaluations every three months. The County may want to determine if any



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employee has not passed probation when moving up the level in a flexibly-staffed series.

- **Salary Surveys**: The County should evaluate salaries more often, possibly once every three years, and before each election.
- **Work Schedules**: The County should consider allowing employees maximum flexibility with regard to work schedules and remote work. Full-time employees should be hired when possible.
- **Bilingual Pay**: The County should consider larger incentives for bilingual employees, and actively recruit and hire employees who are bilingual. (Bilingual pay has been addressed in labor negotiations.)

## Consultant Findings

During the classification and compensation assessment, the following information was discovered regarding the County's policies and procedures:

- **Class Specifications**: Personnel Rule 1.103.1 (p. 14) states, "The Board approves allocation of positions and new or revised specifications, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resources and the County Administrative Officer." The Human Resources Director is attempting to revise the rule to allow Human Resources and the County Administrative Officer to revise class specifications, while salary adjustments and budgetary matters will continue to be approved by the Board.
- **Promotions**: Personnel Rule 1.111 (p. 44) appears to allow the salary of an employee who is promoted to a position in a class with a higher salary range to be based on the same justification criteria as if the employee were a new employee. In other words, current employees, when promoted to a higher classification, may be placed at any step in the range according to their experience, education, knowledge, skills, and abilities relevant to the new classification. This practice is not used consistently across departments.
- **Probationary Period for Flexibly-Staffed Classifications**: Personnel Rule 1.105 (b) states that individuals promoting within the classified service in any class to which appointed or promoted serve a one-year probationary period unless otherwise noted in the MOU (p. 28). It appears that nothing is mentioned in the MOUs. Under the definition of promotion, it states, "Flexibly staffed position promotions are known as flexibly staffed advancements and do not go through a promotion process" (p. 7). The County may want to formally reinterpret the rule to indicate that advancement in flexibly-staffed classifications are not considered promotions. Many public agencies treat a classification series with flexibly-staffed levels as one classification for the purpose of probationary status.



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# Classifications

## Department Head Responses

Overall, the County's department heads said that, for the most part, the classification specifications meet their needs and are not hindering the County's ability to recruit new employees or define positions. Class specifications are updated as needed, typically when a vacancy occurs or when an issue is discovered. Below are some specific comments, suggestions, priorities, and concerns about the County's class specifications, position allocations, and succession planning:

- **Class Specification Content and Format**: The class specifications have been updated as needed, but the content and formatting should be consistent and updated.
- **Possible Classification Studies**:
    - Some classification series and career ladders may need to be reviewed, such as Assessment Technician, Auditor/Appraiser, Deputy Board Clerk, Deputy County Counsel, Deputy District Attorney, Dispatcher, Information Technology classes, Legal Specialist, and Therapist.
    - Some department heads would like more consistency with regard to the number of levels in a series. Specifically, they would like to see three levels for most series.
    - Some individual positions may need to be reviewed, such as Fiscal Program Analyst.
- **New Administrative Analyst Classification**: Many public agencies have professional Administrative Analyst classifications that typically report to a department head or division manager and assist them with high-level administrative functions, such as preparing budgets, conducting studies and surveys, preparing reports and presentations, analyzing data, drafting policies and procedures, etc. The County would benefit from having such a classification.
- **New Clinical Program Supervisor or Supervising Therapist Classification**: The Program Managers in Behavioral Health supervise too many employees; they need a classification to fully supervise Therapists and possibly other employees.
- **Succession Planning and Upward Mobility**
    - **Assistant County Administrative Officer**: Several department heads indicated that the County Administrative Office needs more staff, preferably an Assistant County Administrative Officer. Six of the nine comparator counties have Assistant County Administrative Officers**.**
    - **Other Assistant Directors**: Elected department heads would benefit from having assistant directors to ensure continuity in the departments if the incumbent is not reelected.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to Discuss Classification & Compensation

## Consultant Findings

During the classification and compensation assessment, the following information was discovered about the classifications and class specifications:

- **Class Specification Content and Format**: The class specifications appear to have inconsistent content and formatting. There should be clearly defined distinguishing characteristics between levels and classes. Not all class specifications were reviewed, but some that were reviewed need improvement, such as the Planner series, Engineer series, Legal Specialist series, Social Worker series, Therapist series, Eligibility Specialist series, Deputy County Counsel series, and Traffic Control Technician series.
- **Online Class Specifications and Salary Schedules**. There are a few classifications on NeoGov that are not on the salary schedule, and some in the salary schedule that are not on NeoGov. For example, Account Clerk Supervisor, Administrative Secretary I/II, and Senior Legal Secretary are on NeoGov but are not in the salary schedule. Counselor III and Information Systems Analyst I are in the salary schedule but are not on NeoGov.
- **Obsolete Classifications**: There may be some obsolete classifications within the classification and compensation system. For example, the Health and Human Services Department uses the Human Services Supervisor classification instead of Eligibility Supervisor; therefore, the department head said the Eligibility Supervisor classification could be eliminated. It would be prudent to possibly study the situation more closely to determine if the Eligibility Supervisor class could be used again if the salary is increased. It is currently 2.45% below Eligibility Specialist III.
- **Abbreviations**: It appears that the County uses slightly different abbreviations in the salary schedule and payroll system. Uniformity in the systems makes data analysis easier. For example, different abbreviations, titles, and even extra spaces make it impossible to use Excel lookup functions without manually changing the content of cells.

# Recruitment and Retention

## Department Head Responses

Department head interviews revealed the following responses about the recruitment and retention issues faced by the County:

- **Classifications with Recruitment and Retention Challenges**: The following classification series were mentioned as difficult to fill or retain employees: All Attorneys, Building and Grounds Maintenance Worker, Custodian, Dispatcher, Deputy Sheriff, Eligibility Specialists, Engineering Technician, Environmental Health Specialist, Legal Specialist, Road Maintenance Worker, Therapist, and Transit Driver. Many of them require special training, licenses, or certifications.



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- **Location and Housing Market**: There is not enough housing in Colusa County to attract new employees from outside the area. The rural location and needing to commute to work may be affecting recruitment and retention. A branding campaign may help attract applicants.
- **Competition**: Yolo County is a neighboring county and has higher pay. Many department heads mentioned losing employees to Yolo County.
- **Generational Differences**: Younger applicants and employees care more about base pay than benefits. It is also more difficult than ever before to recruit employees into any law enforcement positions.
- **Internal Retention Issues**: Assessment Technicians and Auditor/Appraisers leave to work in the Auditor-Controller's Office because of higher pay and classifications with three levels.

### Consultant Findings

During the classification and compensation assessment, the following information was discovered:

- **Improve Benefit Options for New Employees**: Some department heads mentioned that the candidates do not want to lose their vacation leave and other benefits when they switch jobs. The County is discussing benefits for new employees during labor negotiations.
- **Possible Reasons for Recruitment and Retention Issues**: Many factors appear to be contributing to the recruitment and retention challenges, including starting salaries, the rural location, the low supply of houses, neighboring counties with higher starting salaries, and the current climate facing all law enforcement agencies.

## External Equity and Salary Competitiveness

### Department Head Responses

Department head interviews revealed the following responses about external equity with the labor market and the competitiveness of the County's salaries:

- **Salary Ranges**: The upper end of the range is competitive, but the low end is too low. The salaries are fair for the size of the County.
- **Administrative Leave**: Department heads and management do not receive administrative leave.
- **Competition**: Colusa County is close to higher-paying counties, such as Yolo. Some department heads would like the County to be more competitive with Yolo County.
- **Private Sector**: Behavioral Health is competing with the private sector for therapists.



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## Consultant Findings

During the classification and compensation assessment, the following information was discovered regarding external equity and salary competitiveness:

- **Base Salary Survey:** A base salary survey was conducted of 30 classifications at the County's nine comparator counties: Amador, Butte, Glenn, Lake, Shasta, Sutter, Tehama, Yolo, and Yuba. Transit Driver was surveyed; however, no matches were found at the comparator agencies.

  The table below summarizes the salary survey results by calculating the median and mean of the percentage each step is above or below the labor market median. Overall, it appears that the original salary range (steps 1-6) is approximately 3% below the labor market. Steps 8, 10, and 15 are approximately 2%, 7%, and 24% above the labor market, respectively. The results are understandable because the County has been placing step 6 at the labor market median, and steps 7-15 were originally considered longevity steps.

| Market Survey | Step 1 | Step 6 | Step 8 | Step 10 | Step 15 |
|---|---|---|---|---|---|
| Median | -3.20% | -3.01% | 1.91% | 7.08% | 24.23% |
| Mean | -3.32% | -3.26% | 1.66% | 6.83% | 23.93% |

  The table below provides more details about each classification that was surveyed. Black font in the percentage column means Colusa County's salary is within 10% of median; red font means Colusa County's salary is more than 10% below median; and green font means Colusa County's salary is more than 10% above the median. As noted above, steps 1 through 8 are very close to the labor market. None of the 30 classifications surveyed are more than 10% below the market at steps 10 or 15. All but two of the classifications are 10% or more above the market at step 15. Below are the classifications that are more than 10% below the labor market at steps 1, 6, and 8, indicating that they should possibly be reviewed further:

  - **Step 1**: Fiscal Administrative Officer
  - **Step 6**: Deputy Clerk of the Board of Supervisors II, Deputy Sheriff, Dispatcher, and Fiscal Administrative Officer
  - **Step 8**: Deputy Sheriff and Fiscal Administrative Officer

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| Class Title | Step 1 | Step 6 | Step 8 | Step 10 | Step 15 |
|---|---|---|---|---|---|
| | % +/- Median Minimum | % +/- Median Maximum | % +/- Median Maximum | % +/- Median Maximum | % +/- Median Maximum |
| ACCOUNT CLERK II | -4.03% | -5.58% | -0.77% | 4.29% | 21.03% |
| ACCOUNTANT/AUDITOR II | -3.27% | -3.73% | 1.14% | 6.28% | 23.30% |
| AG BIO STND OFF III | -5.42% | -3.75% | 1.14% | 6.28% | 23.28% |
| ASSESSMENT TECHNICIAN II | 4.64% | 8.48% | 14.03% | 19.79% | 39.03% |
| ASSOCIATE CIVIL ENGINEER | -5.66% | -6.76% | -2.03% | 2.94% | 19.36% |
| ASSOCIATE PLANNER | -0.84% | -2.29% | 2.69% | 7.89% | 25.16% |
| AUDITOR/APPRAISER II | -0.06% | -2.08% | 2.88% | 8.11% | 25.42% |
| BLDG & GRD MAINT WORKR II | 2.55% | 0.49% | 5.66% | 11.02% | 28.81% |
| BUILDING INSPECTOR II | -3.51% | -0.07% | 5.02% | 10.33% | 27.98% |
| DEP CLERK-BOARD OF SUP II | -9.72% | -14.13% | -9.79% | -5.17% | 10.00% |
| DEPUTY CLERK REC RGSTR II | 0.00% | 3.49% | 8.77% | 14.34% | 32.67% |
| DEPUTY COUNTY COUNSEL | -1.18% | 0.00% | 5.07% | 10.41% | 28.06% |
| DEPUTY DIST ATTORNEY I | -2.96% | 2.29% | 7.48% | 12.93% | 30.98% |
| DEPUTY PROBATION OFFCR II | -3.12% | -3.78% | 1.12% | 6.26% | 23.31% |
| DEPUTY SHERIFF | -7.74% | -16.83% | -12.60% | -8.17% | 6.51% |
| DISPATCHER | -8.87% | -10.58% | -6.06% | -1.29% | 14.49% |
| ELIGIBILITY SPECIALIST II | 2.60% | 0.39% | 5.55% | 10.90% | 28.68% |
| ENGINEER TECHNICIAN II | -9.40% | -6.58% | -1.83% | 3.16% | 19.66% |
| ENV HLTH SPECIALIST II | -4.82% | -4.48% | 0.35% | 5.46% | 22.35% |
| FISCAL ADMIN OFFICER-8 HR | -14.71% | -17.11% | -12.88% | -8.46% | 6.18% |
| HUMAN RESOURCE ANALYST II | -0.94% | 0.92% | 6.02% | 11.39% | 29.14% |
| INFORMATION SYSTEMS TECH | 4.40% | 10.02% | 15.61% | 21.48% | 40.90% |
| LEGAL SPECIALIST II | 3.72% | 7.04% | 12.45% | 18.21% | 37.12% |
| LIBRARY ASSISTANT II | -2.51% | -0.46% | 4.64% | 9.98% | 27.66% |
| OFFICE ASSISTANT II | 3.56% | 4.27% | 9.57% | 15.17% | 33.65% |
| PUBLIC HEALTH NURSE II | -5.66% | -3.90% | 0.98% | 6.09% | 23.05% |
| ROAD MAINT WORKER III | -7.46% | -11.28% | -6.78% | -2.03% | 13.66% |
| SOCIAL WORKER II | -2.64% | -2.29% | 2.68% | 7.87% | 25.16% |
| THERAPIST II | -9.80% | -7.63% | -2.95% | 1.97% | 18.29% |
| TRAFFIC CONT TECH II | -6.90% | -11.74% | -7.26% | -2.53% | 13.07% |
| Median | -3.20% | -3.01% | 1.91% | 7.08% | 24.23% |
| Mean | -3.32% | -3.26% | 1.66% | 6.83% | 23.93% |

Please refer to Appendices B and C for additional salary survey details.

- In May 2023, Human Resources conducted a base salary survey for 15 department heads, not including County Counsel. It appears that all but four were within 5% of the labor market at step 6. At the top of the salary ranges (step 15 or 23), the department head salaries range from approximately 20% to 50% above the labor market. When looking at their actual salaries, all but one are within 11% of the labor market. Interestingly, the Treasurer-Tax Collector, whose salary at step 6 lags the most behind the labor market, is currently being paid more than 50% above the market. In fact, he is the second highest paid employee in the County behind the County Administrative Officer.

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It should be noted that some of the department head survey results may be slightly off because it appears that all of the data were based on a 37.5-hour work week; however, the salary schedule shows that some department heads salaries are based on a 40-hour work week.

- **Limitations of the Salary Survey**: The main limitation of the salary survey is that it included classifications that were selected by the department heads, partly because of recruitment and retention issues. That said, most of the classifications in the survey are either used Countywide or represent the primary work performed by each department. For example, Account Clerk II, Fiscal Administrative Officer, and Office Assistant II are used Countywide; Accountant/Auditor II, Associate Planner, Deputy Sheriff, Social Worker II, and Therapist II are used in the departments.

# Internal Equity and Compaction

## Department Head Responses

Department head interviews revealed the following responses about compaction and internal equity within the classification and compensation system:

- **Compensation Practices**: The County's established compensation practices ensure that classifications in a career ladder are separated by a predetermined amount; therefore, most compaction issues are prevented.
- **Minimum Wage**: Minimum wage increases have created internal equity issues near the lower end of the salary schedule.
- **Possible Internal Inequities**: Possibly review the salary differentials between classifications in the Deputy Clerk-Recorder and Deputy District Attorney series (there is no obvious compaction). An internal relationship analysis may be warranted for the classifications in the Assessor's Office and Auditor-Controller's Office, and between the Eligibility Specialist and Case Manager classifications.
- **New Levels in a Career Ladder**: It is difficult to add new levels in a series without creating new compaction issues up the career ladder.
- **Hiring Practices**: There are a lot of inequities because of how employees have been hired over the years (e.g., some at step 1 and some much higher in the range). Because of the 15-step ranges, subordinates could also easily earn more than their supervisors depending on where they were hired in the salary range or how long they've been with the County.

## Consultant Findings

During the classification and compensation assessment, the following information was discovered regarding internal equity and compaction:



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- **Separation Between Classifications**: During the last compensation study, following the application of equity adjustments to benchmark classifications, classifications within a series were adjusted to generally provide the following separations:
    - 4 salary ranges or approximately 10% between entry and journey level classes in a series.
    - 4 salary ranges or approximately 10% between journey and advanced journey level classes in a series.
    - 3 salary ranges or approximately 7.5% between advanced journey level classes and lead worker.
    - 3 salary ranges or approximately 7.5% between supervisor and lead worker where there is one or, 6 salary ranges or approximately 15% between first line supervisor and highest, non-lead worker level supervised.
    - 6 to 8 salary ranges or approximately 15% to 20% between a first line manager and highest level managed or supervised.

- **Compaction Analysis**: Appendix E provides detailed compaction analyses for each department. Only nine compaction issues were discovered:
    - Associate Planner is 7.5% above Assistant Planner (should be 10%).
    - Correctional Corporal is 7.5% above Correctional Officer (should be 15%).
    - Counselor III is 8.5% above Counselor II (no class specification for Counselor III online, but it appears that it should be 10%).
    - Director of Public Works is 7.3% above Assistant Director of Public Works (should be 20+%).
    - Library Assistant II is only 7.5% above Library Assistant I (should be 10%).
    - Office Assistant Supervisor is 8.5% above Office Assistant II (should be 15%).
    - Parks and Recreation Leadworker is 5% above Parks and Recreation Attendant (should be 10%).
    - Quality Assurance Coordinator II is 5% above Quality Assurance Coordinator I (should be 10%).
    - Senior Payroll Specialist is 5% above Payroll Specialist (should be 10%).

  Eligibility Supervisor is 2.5% below Eligibility Specialist III; however, the Eligibility Supervisor classification is not being used. Human Services Supervisor is supervising Eligibility Specialists.

- **Internal Equity Between Employees in the Same Classification**: This is not referring to the internal equity between classifications, but it is equity between employees in the same classification. Many employees were hired when the County placed almost all new hires at step 1; however, the more recent practice places new hires in the salary range



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based on their experience. That practice has sometimes created severe inequities, which has harmed morale in some instances.

The step at which a new employee is hired greatly affects the them because they progress through the steps so slowly. For example, someone hired at step 1 takes 23 years to get to step 15; therefore, someone hired at step 15 is 23 years ahead of someone hired at step 1. An employee at step 15 earns 64% more than an employee at step 1 in the same classification, performing work that has been valued equally within the classification and compensation system. For the elected department head ranges, step 23 is about 95% above step 1.

## Salary Steps and Longevity Pay

### Department Head Responses

Department head interviews revealed the following responses about the salary steps and longevity pay within the classification and compensation system:

- **Benefits of 15 Salary Steps**: Some department heads like the 15 steps because they provide 2.5% increases every other year for many years. They think going to five or six steps may result in more requests for reclassifications. Staff do not complain about the salary increases or the number of steps.
- **Drawbacks of 15 Salary Steps**: Many do not like the 15 steps, and some said fixing the step system should be a top priority. Steps 7-15 were originally intended to be longevity steps, but with recruitment challenges, the County has been hiring anywhere in the range, which resulted in inequities (e.g., many employees were hired at Step 1 in the past, but new hires may come in much higher). The 15 steps are misleading for new applicants because the range looks broad, and step 15 is high, which makes them want to apply, but it is difficult to start at step 15. Several mentioned that there should only be five steps.
- **Lower Steps are Too Low**: Many department heads think the lower steps are out of market. The County should pay competitively at Step 1 to attract better quality applicants.
- **Change the Elected Department Head Salary Schedule**: Elected department heads should have the same number of steps as other County employees, and they should not be permitted to receive a salary above the top of the range. All elected department heads are hired at step 6 and can continue to receive increases indefinitely. The ranges should be revised to reflect current practices. Possibly conduct a salary survey every three years or prior to an election to establish the proper range for each elected classification.
- **Salary Survey Challenges**: The 15-step ranges make it difficult to compare salaries to other agencies. Step 15 is the top of the County's range; however, as noted above, if an



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employee starts at step 1, it would take them 23 years to get to step 15. An employee in a comparator agency with five steps could get to the top in four years.

- **Suggestions for Salary Ranges**: Some department heads suggested having 5-6 steps, eliminating longevity steps, and giving larger COLAs instead of longevity steps.

## Consultant Findings

During the classification and compensation assessment, the following information was discovered with regard to the salary steps and longevity pay:

- **Current Salary Scales**: The current 15-step salary scales have 5% between steps 1 through 6, 2.5% between steps 6 through 14, and 5% between steps 14 through 15. Based on conversations with department heads, steps 1 through 6 (with 5% between each step) made up the original salary scales, and at one point, there were five longevity steps, where employees would advance 5% every four years. To give employees more frequent increase, the County changed the salary scales so employees receive 2.5% every two years between steps 7 and 14 and 5% for the final increase to step 15.
- **Longevity Steps vs. Merit Steps**: Since steps 7-15 were called longevity steps in the past; however, CalPERS determined that they are merit steps, not longevity steps, because an employee must be performing adequately in their position to move to the next step; increases are not based only on time served like they would be with longevity pay.
- **Step 15 as the Top of the Range**: The fact that the County allows new hires to start anywhere in the 15-step salary range is more evidence that steps 7-15 are not merely longevity steps. The hiring managers need various approvals to hire at the top of the range, but step 15 is effectively the top of the salary range.
- **Step 6 is Treated as the Top of the Range for Setting Salaries**: When conducting salary surveys, setting new salaries, or adjusting current salaries, the County has been treating step 6 as the top of the range; therefore, step 6 is often aligned with the top of the labor market. Step 15 is approximately 28% above step 6 (25% when calculating the sum of the percentages between each step). By placing step 6 at the top of the labor market, it would be expected that step 15 is 25-28% above the labor market. The results of the salary survey showed that the step 15, on average, is 24% above the labor market.

  It seems that all elected department heads are hired at step 6, which is effectively the bottom of the 23-step range. The County's past salary surveys compared step 6 to the top of the labor market; however, step 6 should probably be compared to the bottom of the labor market.
- **Longevity Pay Survey**: Appendix A shows the results of the longevity pay survey. Seven of the nine comparator counties have some form of longevity pay.



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# RECOMMENDATIONS

After carefully considering the results identified in the previous section of this report, seventeen recommendations associated with Colusa County's classification and compensation system were identified. The recommendations are organized by (1) policies and procedures; (2) classifications; and (3) compensation. Also included are the core assessment criteria (e.g., strategic, competitive, compliant, and equitable) and priority (e.g., high, medium, and low) for each recommendation. As a reminder, the core assessment criteria are as follows:

- **Strategic**: The classification and compensation system is well aligned to organizational priorities; able to adapt to changes in the organization, workforce, and labor market; and allows the County to enhance operational goals and objectives.
- **Competitive**: The classification and compensation system is competitive with the labor market and ensures that the County can recruit, hire, and retain high-quality employees.
- **Compliant:** The classification and compensation system enables the County to maintain integrity through adherence to legal and ethical requirements; follows best practices; and has clear and up-to-date policies and guidelines that allow Human Resources to legally, consistently, and fairly manage the system.
- **Equitable**: The classification and compensation system is internally and externally equitable. Internal equitability means that internal salary relationships between classifications are fair and appropriate, and external equitability means that salaries are aligned with the labor market, as determined by the compensation philosophy.

Additional details about some of the recommendations may be found below the recommendation table.

| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| | **POLICIES AND PROCEDURES** | | |
| 1 | **Adopt a Compensation Philosophy**<br><br>Prepare and adopt a County compensation philosophy that is approved by the Board of Supervisors and will strategically guide future salary placements, timing of compensation surveys, internal and external equity, etc. | Strategic<br>Competitive<br>Compliant<br>Equitable | High |



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| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| 2 | **Prepare a Classification and Compensation Handbook**<br><br>Prepare a Classification and Compensation Handbook to establish standards and guidelines for maintaining the classification and compensation system, including details about class specification content, titling and leveling concepts, classification and compensation studies, classification spacing, and references to the compensation philosophy, reclassification policies, and personnel rules.<br><br>If applied, it ensures that the class and compensation system is consistently and equitably maintained and adjusted. It also provides resources for Human Resources, management, employee organizations, and all employees. | Strategic<br>Competitive<br>Compliant<br>Equitable | High |
| 3 | **Increase HR Director and CAO Authority**<br><br>Revise Personnel Rule 1.103.1 (p. 14) to allow the Human Resources Director and County Administrative Officer to have more authority over changes to classification specifications. The Board could focus more on policies and the budget.<br><br>The Board of Supervisors currently approves all changes to the classification and compensation plan, including minor changes to class specifications. That is not the case with all local government agencies. Removing Board approval will save time for everyone involved. Employee organizations are already involved in reviewing class specification revisions; therefore, by the time the Board sees the document, it has been reviewed and approved by many stakeholders. | Strategic | Medium |



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| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| 4 | **Revise Elected Department Head Salary Policy**<br><br>Revise the policy that allows elected department heads to continue receiving salary increases beyond the top of their salary scales.<br><br>All classifications have a value that is established by the salary range. It is not appropriate from an equitability or budgetary standpoint for an employee to earn more than the determined value of their classification. | Equitable | Medium |
| 5 | **Reinterpret the Policy Regarding the Probationary Period for Flexibly-Staffed Positions**<br><br>Revise or reinterpret the employee probation policies in Personnel Rule 1.105 (p. 28). If an employee promotes through flexible staffing from one level to another level in the same series, the employee should not be on probation again. Some employees are on probation for three years if their classification series allows them to move to the next level after one year at the lower level. (Human Resources should see if anyone has ever not passed probation after a flexibly-staffed promotion.)<br><br>It is not fair or appropriate for employees to be on probation in the same position for many years. Flexible-staffing allows employees to advance to a higher level in a classification series while remaining in the same position. Furthermore, managers and supervisors need to prepare performance evaluations every quarter when someone is on probation. They should not be required to do that for an employee who has been in the same position in the same flexibly-staffed series for more than one year. | Compliant<br>Equitable | High |



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| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| 6 | **For Promotions, Treat Current Employees Like New Employees**<br><br>Apply Personnel Rule 1.111 (p. 44) that appears to allow the salary of an employee who is promoted to a position in a class with a higher salary range to be based on the same justification criteria as if the employee were a new employee. In other words, current employees, when promoted to a higher classification, may be placed at any step in the range according to their experience, education, knowledge, skills, and abilities relevant to the new classification.<br><br>Department heads mentioned that they would like the flexibility to promote someone to a higher classification based on the same criteria that new employees receive. It appears that the Personnel Rules already allow that flexibility. | Compliant<br>Equitable | Medium |
| | **CLASSIFICATIONS** | | |
| 7 | **Update and Improve Class Specifications**<br><br>Gradually update and improve the content and format of all class specifications as outlined in the above Classification and Compensation Handbook (once created).<br><br>Current, consistent, and professional class specifications, with distinguishing characteristics and clearly defined roles, enable Human Resources to make sound classification and compensation decisions, which benefit the County, applicants, managers, and employees. Some class specifications need improvement, such as the Planner series, Engineer series, Legal Specialist series, Social Worker series, Therapist series, Eligibility Specialist series, Deputy County Counsel series, and Traffic Control Technician series. | Strategic<br>Competitive<br>Compliant<br>Equitable | Medium |



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| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| 8 | **Plan for Future Classification Studies**<br><br>Determine prioritization of classification studies for the departments based on the severity of the issues and other criteria established by the County. If necessary, possibly hire a limited-term Human Resources Analyst to assist in completing the studies.<br><br>Most County departments are facing some issues with recruitment and retention, position allocation, class specifications, salaries, etc. Some specific positions or classification series that may need to be studied include Assessment Technician, Auditor/Appraiser, Deputy Board Clerk, Deputy District Attorney, Dispatcher (Training Officer), Fiscal Program Analyst (Probation), Information Technology, Legal Specialists (DA), Supervising Assessment Technician, and a new Supervising Therapist or Clinical Program Supervisor. | Strategic<br>Competitive<br>Compliant<br>Equitable | Medium |
| 9 | **Create an Assistant County Administrative Officer Classification**<br><br>The County Administrative Office is in need of an Assistant County Administrative Officer (1) to manage the employees in the department so the CAO is able to focus on higher-level work, (2) to serve as second in command, and (3) for succession planning.<br><br>Six of the County's nine comparator counties have Assistant CAOs. By having such a classification, the CAO is will be freed up to apply a more strategic and transformational approach to managing the County. It will also provide the department with a second in command and ensure succession planning for the CAO position. | Strategic | High |

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| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| 10 | **Create an Administrative Analyst Classification Series**<br><br>The County would benefit from creating and using an Administrative Analyst classification series. Many public agencies have a professional classification that reports to executive or senior management to assist with high-level administrative functions, such as preparing budgets, conducting studies and surveys, preparing reports and presentations, analyzing data, drafting policies and procedures, etc.<br><br>In addition to benefitting the County and the department to which assigned, Administrative Analyst classifications provide promotional opportunities for qualified employees who are in paraprofessional or administrative support classifications. | Strategic | Medium |
| 11 | **Review Classification and Salary Files**<br><br>Ensure that the class specifications online match the ones in the salary schedule. There are a few online that are not on the salary schedule, and some in the salary schedule that are not online. Eliminate classifications that are obsolete.<br><br>For example, Account Clerk Supervisor, Administrative Secretary I/II, and Senior Legal Secretary are on NeoGov but are not in the salary schedule. Counselor III and Information Systems Analyst I are in the salary schedule but are not on NeoGov. Human Services Supervisor is used instead of Eligibility Supervisor, but possibly determine if the eligibility Supervisor could be used again if the salary is increased. It is currently 2.45% below Eligibility Specialist III.<br><br>It would also be helpful if the County used the same classification title abbreviations in the salary schedule and payroll system. Uniformity in the systems make data analysis easier. For example, different abbreviations, titles, and even extra spaces make it impossible to use Excel lookup functions without manually changing cells. | Compliant | Low |



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| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| | **COMPENSATION** | | |
| 12 | **Revise Salary Scales to 6 Steps**<br><br>Revise the 15-step salary scales to six steps with 5% between each step (steps 3-10 would become steps 1-6). Remove "longevity steps" from the salary schedule and include longevity pay in each MOU. COLAs are applied to the salary scales most years; therefore, employees typically receive small salary increases once they are at the top of their salary ranges.<br><br>The current salary scales are not being used the way they were originally intended. The proposed salary scales will be less misleading for applicants and less confusing for employees. By establishing the current step 10 as the top of the new salary scale, the County will be approximately 7-10% above the top of the labor market, which will allow competition with the adjacent, higher-paid counties. | Strategic<br>Compliant<br>Equitable | High |
| 13 | **Conduct Periodic Countywide Compensation Surveys**<br><br>Consider conducting a total compensation survey of benchmark classifications every three years (or as defined in the compensation philosophy or MOUs). Consider conducting base salary surveys for elected department head classifications six months prior to each election.<br><br>Salary surveys will be even more important if the County moves from 15-step ranges, which are 24-28% above the labor market, to 6-step ranges, which are 7-10% above the labor market. | Strategic<br>Competitive<br>Compliant<br>Equitable | Medium |



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to Discuss Classification & Compensation

| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| 14 | **Review Some Salaries to Address Recruitment and Retention Issues**<br><br>The salaries of some classifications/series should be studied due to recruitment and retention issues, including possibly all attorney classes, Building and Grounds Maintenance Worker, Custodian, Deputy Sheriff, Dispatcher, Eligibility Specialist, Engineering Technician, Environmental Health Specialist, Legal Specialist, Road Maintenance Worker, Therapist, and Transit Driver.<br><br>For informational purposes, many of the difficult to fill and/or retain classifications were included in salary survey as part of this project. Several of them require special licenses and certifications. Of the classifications mentioned above, Deputy Sheriff, Dispatcher, Engineering Technician II, Road Maintenance Worker III, and Therapist II are 7-10% below the labor market at step 1 and 6-17% below the market at step 6. | Competitive<br>Equitable | High |
| 15 | **Review and Correct Compaction**<br><br>Review the nine classifications with compaction for possible salary increases. Ensure that no new compaction is created up the career ladder.<br><br>This will ensure that classifications are valued correctly and equitably, and that employees receive appropriate salary increases when they promote within their career ladders. | Compliant<br>Equitable | Medium |

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to Discuss Classification & Compensation

| No. | Recommendation | Assessment Criteria | Priority |
|---|---|---|---|
| 16 | **Possibly Address Internal Equity Concerns**<br><br>This is not referring to the internal equity between classifications, but it is equity between employees in the same classification. Many employees were hired when the County placed most new hires at step 1; however, the more recent practice places new hires in the salary range based on their experience. That practice has sometimes created severe inequities, which has harmed morale in some instances.<br><br>Salary placement at the County greatly affects the employees because they progress through the steps so slowly. For example, someone hired at step 1 takes 23 years to get to step 15; therefore, someone hired at step 15 is 23 years ahead of someone hired at step 1. An employee at step 15 earns 64% more than an employee at step 1 in the same classification, performing work that has been valued equally within the classification and compensation system. For the elected department head ranges, step 23 is about 95% above step 1. | Equitable | Medium |

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# Supplemental Information About Recommendations

**Compensation Philosophy**: A compensation philosophy formally defines and outlines the principles that will guide the County's compensation strategies. Some agencies create a committee to prepare the compensation philosophy in collaboration with department heads, labor groups, other employees and managers, and the Board of Supervisors. Below are some examples of compensation philosophies at other local government agencies:

- City of San Diego
- City of San Luis Obispo
- Salt Lake County
- Sonoma County
- Washoe County

**Classification and Compensation Handbook**: A Classification and Compensation Handbook includes information that guides and ensures consistent and equitable classification and compensation practices. It is often cited in classification studies, used for training new Human Resources Analysts, and referenced when writing class specifications or contemplating the title or level of a new classification. Below are examples of Classification and Compensation Handbooks (aka, Plans, Manuals, Guidelines) at other local government agencies:

- City of San Luis Obispo
- Mariposa County
- San Mateo County

**Class Specifications**: When revising class specifications, the County may want to refer to Butte County's and Tehama County's class specifications. They are well-written with the appropriate sections, including Definition, Supervision Received and Exercised, Class Characteristics, Examples of Typical Duties/Functions, Knowledge and Abilities, Education and Experience, Licenses and Special Requirements, Physical Demands, and Working Conditions. If the County prepares a Classification and Compensation Handbook, a class specification template should be included. Below are sample class specifications for Administrative Analyst and Assistant County Administrative Officer:

- **Sample Administrative Analyst Class Specifications**:
    - Butte County: Administrative Analyst I/II/III
    - Tehama County: Administrative Analyst

- **Sample Assistant County Administrative Officer Class Specifications**:
    - Butte County: Assistant Chief Administrative Officer
    - Yuba County: Assistant County Administrator



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**Proposed Salary Steps**: The following tables provide three options for new salary ranges with 5% between each step using Account Clerk I as the example.

- **Option 1** would eliminate steps 1, 2, 7, 9, and 11-15. The current step 3 would become the new step 1, and the current step 10 would become the new step 6. Based on the salary survey results, Option 1 would place most classifications above the labor market at steps 1-6. Since the new step 1 would be the old step 3, the bottom of the range would receive approximately a 10% increase.

| Option 1 | Salary Range | | | | | |
|---|---|---|---|---|---|---|
| Account Clerk I (Current Steps) | 3 | 4 | 5 | 6 | 8 | 10 |
| Account Clerk I (Proposed Steps) | 1 | 2 | 3 | 4 | 5 | 6 |
| Current Hourly Salary | $17.15 | $18.02 | $18.95 | $19.91 | $20.93 | $22.00 |
| Percentage above lower step | | 5% | 5% | 5% | 5% | 5% |

- **Option 2** is the closest to the labor market. Steps 1, 7, and 9-15 would be eliminated. The current step 2 would become the new step 1, and the current step 8 would become the new step 6. Based on the data collected during the salary survey, steps 2 and 8 are the closest to the labor market median minimum and maximum.

| Option 2 | Salary Range | | | | | |
|---|---|---|---|---|---|---|
| Account Clerk I (Current Steps) | 2 | 3 | 4 | 5 | 6 | 8 |
| Account Clerk I (Proposed Steps) | 1 | 2 | 3 | 4 | 5 | 6 |
| Current Hourly Salary | $16.31 | $17.15 | $18.02 | $18.95 | $19.91 | $20.93 |
| Percentage above lower step | | 5% | 5% | 5% | 5% | 5% |

- **Option 3** is the easiest to implement because most employees will stay at their current salaries. Steps 1-6 would stay the same, and the current steps 8 and 10 would become the new steps 7 and 8.

| Option 3 | Salary Range | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Account Clerk I (Current Steps) | 1 | 2 | 3 | 4 | 5 | 6 | 8 | 10 |
| Account Clerk I (Proposed Steps) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Current Hourly Salary | $15.53 | $16.31 | $17.15 | $18.02 | $18.95 | $19.91 | $20.93 | $22.00 |
| Percentage above lower step | | 5% | 5% | 5% | 5% | 5% | 5% | 5% |

With all three options, the County will have to decide how to address employees who are currently in steps 11-15.

If Option 1 or 2 are implemented, employees should remain at their current salaries, not their current step numbers. If they stay in their current step number, they will receive a 10% increase under Option 1 and a 5% increase under Option 2, which would be inappropriate.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to Discuss Classification & Compensation

# SUMMARY

Overall, the department heads think the Human Resources Director and County Administrative Officer are doing an outstanding job and improving the County's human resources practices. They appreciate the efforts being made to review and improve the classification and compensation system.

Colusa County has successfully managed the classification and compensation system to ensure that it is competitive and compliant. Over the past year, Human Resources began taking a strategic approach to create a more adaptable and flexible classification and compensation system that is able to address the current challenges in the labor market and the workforce. The analyses, recommendations, and priorities provided in this report will help the County improve the current foundation and will serve as a reference guide for future classification and compensation projects.

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# APPENDIX A: STEPS AND LONGEVITY PAY

## Number of Steps and Longevity Pay Policies at Comparator Counties

| Comparator County | Number of Steps | Longevity Pay |
|---|---|---|
| **Colusa** | **15 steps (23 for elected department heads)** | **Steps 7-15 were originally intended to be longevity steps, but they are being used like regular steps.** |
| Amador | 5 steps; 1 step for department heads | Varies by bargaining unit. Deputy Sheriff's Association, Sheriff's Office Association, Sheriff's Mid-Management, Confidential, Attorneys receive 2.5% after 5 years, 2.063% after 10 years, 7.7% after 15 years, and 10.39% after 20 years (not stacked). Management, mid-management, and elected, in addition to the above, receive 13.15% after 25 years. Probation and SEIU receive 2.5% after 10 years, 5.03% after 15 years, and 7.7% after 20 years. |
| Butte | 5 to 7 steps (most classifications have 7; attorneys have 5); appointing authority may hire up to step 3 and need HR and CAO approval to appoint higher | None found. |
| Glenn | 5 steps for all employees, including department heads | Mid Managers and General receive 5% after 10 full years, 6% after 15 years, 7% after 20 years, 8% after 25 years, and 9% after 30 years (not cumulative). Deputy Sheriffs receive 5% after 10 years and an additional 2% every 5 years up to 30 full years, not to exceed 13%. |
| Lake | 5 steps | 2.5% on 5th year after reaching step 5 and every 5th year thereafter. |
| Shasta | 6 steps | Longevity stipends are in Personnel Rules: 3% after 10 years for unrepresented managers, confidential, and represented; 5% after 20 years (not cumulative) for managers (not elected). |
| Sutter | 10 steps | Varies by bargaining unit. Some receive 5% total and some 10% total. Some receive 5% after being at step 5 for five years or if an employee has attained step 5 and has 10 years of continuous County service; some receive 2.5% after 10 years and 2.5% after 15 years (cumulative). Fire unit receives more. |
| Tehama | 5 steps | Nothing found in Personnel Rules or MOUs. |
| Yolo | 5 steps; longevity steps mentioned in MOUs | Varies by bargaining unit. Unrepresented receive 2.5% after 10 years and 2.5% after 15 years for a total maximum of 5% (per Personnel Rules). General MOU: After 5 years at step 5, employee moves to step 6 (5%); 5 years at step 6, move to step 7; 2.5% after 15 years; MOUs have info for each group; longevity steps are not on the salary schedule. |
| Yuba | Salary schedule shows minimum and maximum | Longevity step is shown on salary schedule. In general MOU, it says employees hired after 7/1/13 receive longevity after 10 and 15 years; 1.325% on 10-year anniversary and 1.35% on 15-year anniversary. |



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# APPENDIX B: Salary Survey Summary

## Colusa County Salaries: Medians and Percentage Above or Below Median

The table below shows the labor market median minimum and maximum hourly salaries, and the percentage Colusa County is above or below the market median at five salary steps. Red font is used for 10% or more below the labor market; green font is used for 10% or more above labor market. The two far right columns show which Colusa County step is the closest to the median minimum and maximum salaries.

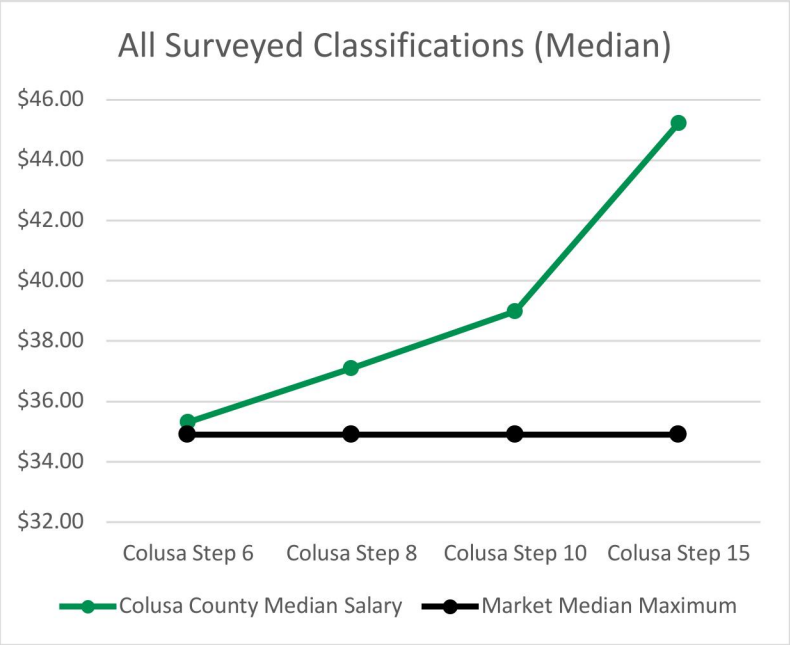
| Class Title | Market Median | | Step 1 | | Step 6 | | Step 8 | | Step 10 | | Step 15 | | Step Closest to Median | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Median Minimum | Median Maximum | Colusa Step 1 | % +/- Median Minimum | Colusa Step 6 | % +/- Median Maximum | Colusa Step 8 | % +/- Median Maximum | Colusa Step 10 | % +/- Median Maximum | Colusa Step 15 | % +/- Median Maximum | Minimum | Maximum |
| ACCOUNT CLERK II | $17.87 | $23.30 | $17.15 | -4.03% | $22.00 | -5.58% | $23.12 | -0.77% | $24.30 | 4.29% | $28.20 | 21.03% | 2 | 8 |
| ACCOUNTANT/AUDITOR II | $28.71 | $36.95 | $27.77 | -3.27% | $35.57 | -3.73% | $37.37 | 1.14% | $39.27 | 6.28% | $45.56 | 23.30% | 2 | 8 |
| AG BIO STND OFF III | $30.08 | $37.88 | $28.45 | -5.42% | $36.46 | -3.75% | $38.31 | 1.14% | $40.26 | 6.28% | $46.70 | 23.28% | 2 | 8 |
| ASSESSMENT TECHNICIAN II | $19.51 | $24.13 | $20.41 | 4.64% | $26.17 | 8.48% | $27.51 | 14.03% | $28.90 | 19.79% | $33.54 | 39.03% | 1 | 4 |
| ASSOCIATE CIVIL ENGINEER | $41.01 | $53.14 | $38.69 | -5.66% | $49.55 | -6.76% | $52.06 | -2.03% | $54.70 | 2.94% | $63.43 | 19.36% | 2 | 9 |
| ASSOCIATE PLANNER | $30.92 | $40.19 | $30.66 | -0.84% | $39.27 | -2.29% | $41.27 | 2.69% | $43.36 | 7.89% | $50.30 | 25.16% | 1 | 7 |
| AUDITOR/APPRAISER II | $27.79 | $36.33 | $27.77 | -0.06% | $35.57 | -2.08% | $37.37 | 2.88% | $39.27 | 8.11% | $45.56 | 25.42% | 1 | 7 |
| BLDG & GRD MAINT WORKR II | $20.41 | $26.69 | $20.93 | 2.55% | $26.82 | 0.49% | $28.20 | 5.66% | $29.63 | 11.02% | $34.38 | 28.81% | 1 | 6 |
| BUILDING INSPECTOR II | $29.23 | $36.15 | $28.20 | -3.51% | $36.12 | -0.07% | $37.96 | 5.02% | $39.88 | 10.33% | $46.26 | 27.98% | 2 | 6 |
| DEP CLERK-BOARD OF SUP II | $23.76 | $32.04 | $21.45 | -9.72% | $27.51 | -14.13% | $28.90 | -9.79% | $30.38 | -5.17% | $35.24 | 10.00% | 3 | 12 |
| DEPUTY CLERK REC RGSTR II | $19.42 | $24.06 | $19.42 | 0.00% | $24.90 | 3.49% | $26.17 | 8.77% | $27.51 | 14.34% | $31.92 | 32.67% | 1 | 5 |
| DEPUTY COUNTY COUNSEL | $40.82 | $51.68 | $40.34 | -1.18% | $51.68 | 0.00% | $54.30 | 5.07% | $57.06 | 10.41% | $66.18 | 28.06% | 1 | 6 |
| DEPUTY DIST ATTORNEY I | $38.51 | $46.80 | $37.37 | -2.96% | $47.87 | 2.29% | $50.30 | 7.48% | $52.85 | 12.93% | $61.30 | 30.98% | 2 | 6 |
| DEPUTY PROBATION OFFCR II | $28.51 | $36.77 | $27.62 | -3.12% | $35.38 | -3.78% | $37.18 | 1.12% | $39.07 | 6.26% | $45.34 | 23.31% | 2 | 8 |
| DEPUTY SHERIFF | $31.77 | $45.15 | $29.31 | -7.74% | $37.55 | -16.83% | $39.46 | -12.60% | $41.46 | -8.17% | $48.09 | 6.51% | 3 | 13 |
| DISPATCHER | $24.25 | $31.67 | $22.10 | -8.87% | $28.32 | -10.58% | $29.75 | -6.06% | $31.26 | -1.29% | $36.26 | 14.49% | 3 | 11 |
| ELIGIBILITY SPECIALIST II | $20.40 | $26.72 | $20.93 | 2.60% | $26.82 | 0.39% | $28.20 | 5.55% | $29.63 | 10.90% | $34.38 | 28.68% | 1 | 6 |
| ENGINEER TECHNICIAN II | $27.08 | $33.66 | $24.53 | -9.40% | $31.44 | -6.58% | $33.04 | -1.83% | $34.72 | 3.16% | $40.27 | 19.66% | 3 | 9 |
| ENV HLTH SPECIALIST II | $29.18 | $37.24 | $27.77 | -4.82% | $35.57 | -4.48% | $37.37 | 0.35% | $39.27 | 5.46% | $45.56 | 22.35% | 2 | 8 |
| FISCAL ADMIN OFFICER-8 HR | $38.76 | $51.14 | $33.06 | -14.71% | $42.39 | -17.11% | $44.55 | -12.88% | $46.81 | -8.46% | $54.30 | 6.18% | 4 | 14 |
| HUMAN RESOURCE ANALYST II | $33.03 | $41.53 | $32.72 | -0.94% | $41.91 | 0.92% | $44.03 | 6.02% | $46.26 | 11.39% | $53.63 | 29.14% | 1 | 6 |
| INFORMATION SYSTEMS TECH | $26.35 | $32.03 | $27.51 | 4.40% | $35.24 | 10.02% | $37.03 | 15.61% | $38.91 | 21.48% | $45.13 | 40.90% | 1 | 4 |
| LEGAL SPECIALIST II | $20.68 | $25.70 | $21.45 | 3.72% | $27.51 | 7.04% | $28.90 | 12.45% | $30.38 | 18.21% | $35.24 | 37.12% | 1 | 5 |
| LIBRARY ASSISTANT II | $17.16 | $21.55 | $16.73 | -2.51% | $21.45 | -0.46% | $22.55 | 4.64% | $23.70 | 9.98% | $27.51 | 27.66% | 2 | 6 |
| OFFICE ASSISTANT II | $16.56 | $21.10 | $17.15 | 3.56% | $22.00 | 4.27% | $23.12 | 9.57% | $24.30 | 15.17% | $28.20 | 33.65% | 1 | 5 |
| PUBLIC HEALTH NURSE II | $40.61 | $51.06 | $38.31 | -5.66% | $49.07 | -3.90% | $51.56 | 0.98% | $54.17 | 6.09% | $62.83 | 23.05% | 2 | 8 |
| ROAD MAINT WORKER III | $21.73 | $29.07 | $20.11 | -7.46% | $25.79 | -11.28% | $27.10 | -6.78% | $28.48 | -2.03% | $33.04 | 13.66% | 3 | 11 |
| SOCIAL WORKER II | $25.21 | $32.17 | $24.54 | -2.64% | $31.43 | -2.29% | $33.03 | 2.68% | $34.70 | 7.87% | $40.26 | 25.16% | 2 | 7 |
| THERAPIST II | $35.72 | $44.68 | $32.22 | -9.80% | $41.27 | -7.63% | $43.36 | -2.95% | $45.56 | 1.97% | $52.85 | 18.29% | 3 | 9 |
| TRAFFIC CONT TECH II | $21.60 | $29.22 | $20.11 | -6.90% | $25.79 | -11.74% | $27.10 | -7.26% | $28.48 | -2.53% | $33.04 | 13.07% | 2 | 11 |
| **Overall Median:** | $27.43 | $34.90 | $27.57 | **-3.20%** | $35.31 | **-3.01%** | $37.11 | **1.91%** | $38.99 | **7.08%** | $45.24 | **24.23%** | 2 | 7.5 |
| **Overall Mean:** | $27.55 | $35.33 | $26.49 | **-3.32%** | $33.95 | **-3.26%** | $35.67 | **1.66%** | $37.48 | **6.83%** | $43.48 | **23.93%** | 1.9 | 7.8 |

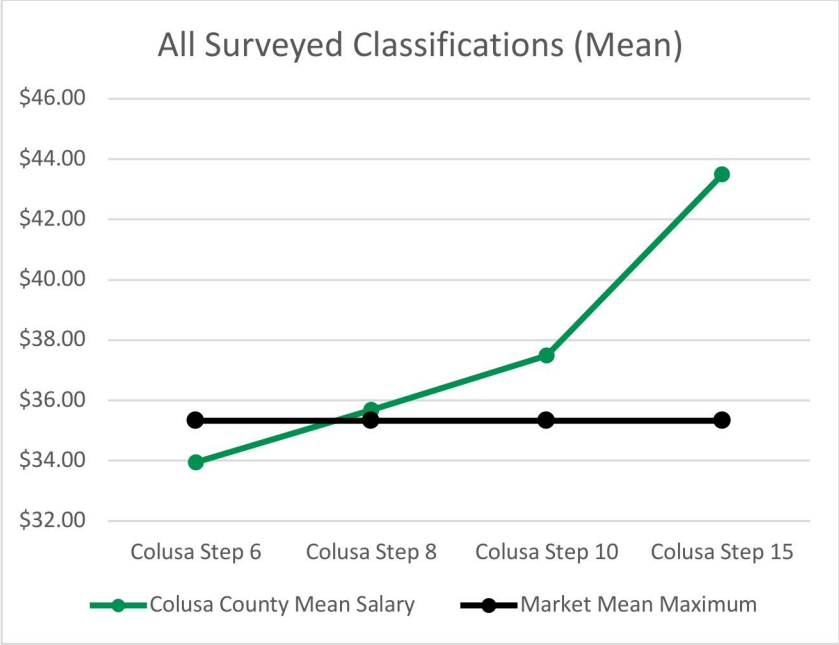


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# Colusa County's Steps Compared to the Labor Market Maximum

The following graphs display Colusa County's overall median and mean salaries at steps 6, 8, 10, and 15 (green line) compared to the overall comparator median maximum salary (black line).



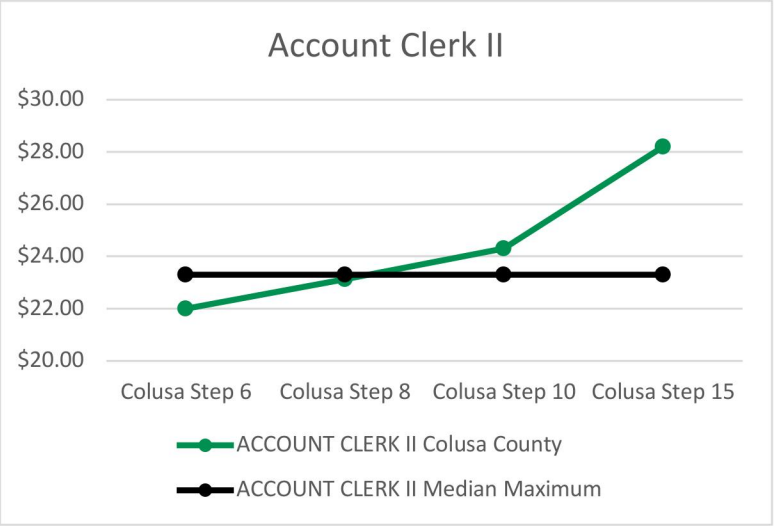




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# APPENDIX C: Salary Survey Details by Classification

## Account Clerk II

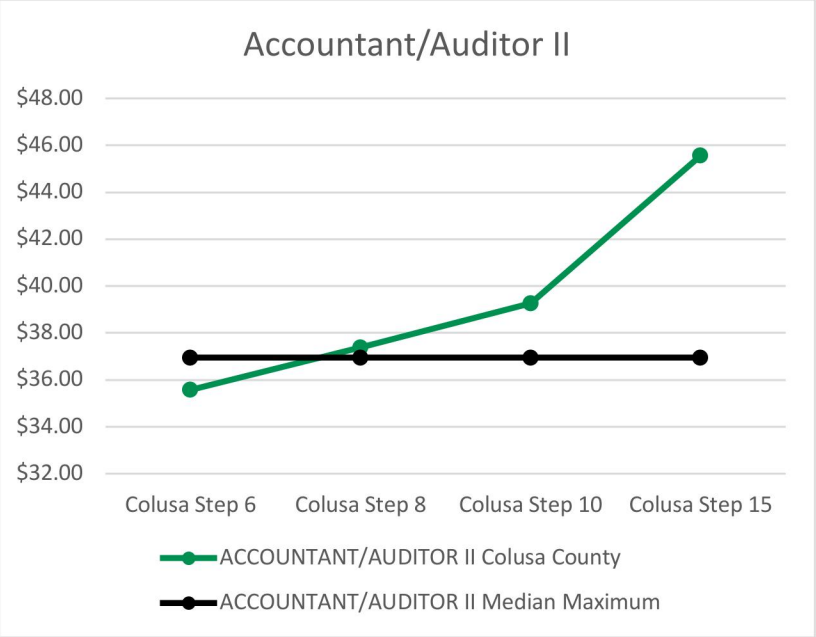
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | No Match | No Match | No Match |
| Butte | Account Clerk II | $ 17.02 | $ 22.81 |
| Glenn | No Match | No Match | No Match |
| Lake | No Match | No Match | No Match |
| Shasta | Account Clerk II | $ 18.26 | $ 23.30 |
| Sutter | Account Clerk II | $ 17.87 | $ 24.64 |
| Tehama | Account Clerk II | $ 17.59 | $ 21.38 |
| Yolo | Account Clerk II | $ 22.19 | $ 26.97 |
| Yuba | No Match | No Match | No Match |
| **Colusa** | **ACCOUNT CLERK II** | **$ 17.15** | **$ 28.20** |
| Comparator Median | | $ 17.87 | $ 23.30 |
| % Colusa is +/- Median | | -4.03% | 21.03% |
| Number of Matches | | 5 | 5 |
| Rank in Market | | 5 | 1 |




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# Accountant/Auditor II

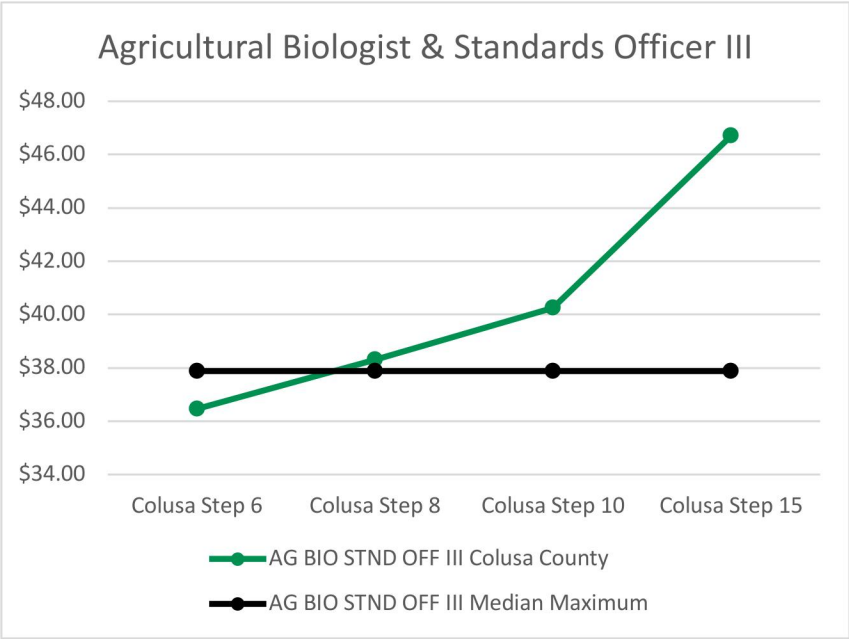
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Accountant II | $ 30.40 | $ 36.95 |
| Butte | Auditor-Accountant II | $ 26.11 | $ 34.99 |
| Glenn | Accountant II | $ 22.66 | $ 27.56 |
| Lake | Accountant-Auditor II | $ 28.51 | $ 34.66 |
| Shasta | Accountant Auditor II | $ 27.92 | $ 35.63 |
| Sutter | Accountant-Auditor II | $ 28.71 | $ 39.28 |
| Tehama | Auditor Accountant Analyst | $ 31.82 | $ 38.67 |
| Yolo | Accountant II | $ 34.39 | $ 41.81 |
| Yuba | Accountant-Auditor II | $ 31.23 | $ 40.61 |
| **Colusa** | **ACCOUNTANT/AUDITOR II** | **$ 27.77** | **$ 45.56** |
| Comparator Median | | $ 28.71 | $ 36.95 |
| % Colusa is +/- Median | | -3.27% | 23.30% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 8 | 1 |




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# Agricultural Biologist & Standards Officer III

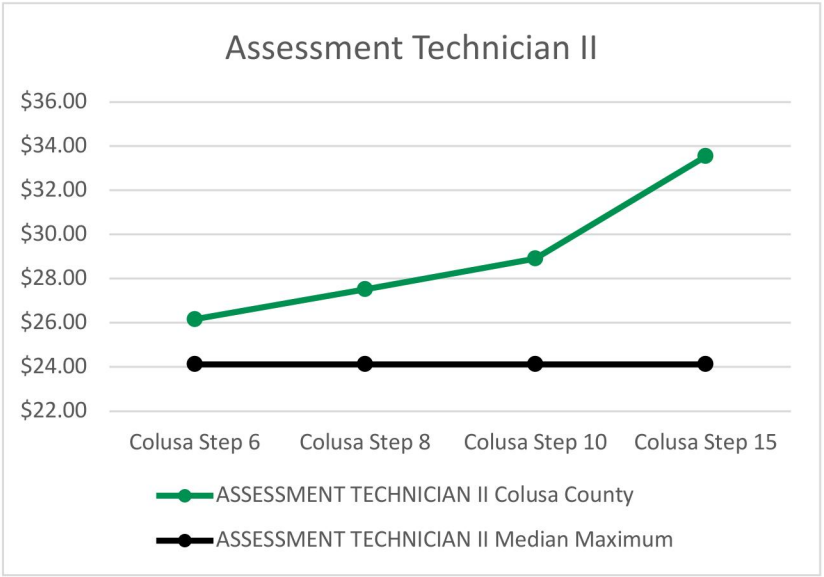
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Ag & Standards Inspector III | $ 30.08 | $ 36.56 |
| Butte | Agricultural Biologist/ Weights & Measures Inspector IV | $ 28.27 | $ 37.88 |
| Glenn | Agricultural Biologist/ Weights & Measures Inspector IV | $ 32.45 | $ 39.43 |
| Lake | Agricultural Biologist - Weights & Measures Inspector, Senior | $ 26.48 | $ 32.18 |
| Shasta | Agricultural & Standards Investigator III | $ 28.89 | $ 36.88 |
| Sutter | Agricultural & Standards Biologist III | $ 28.71 | $ 39.28 |
| Tehama | Agricultural Biologist/ Weights & Measures Specialist IV | $ 31.04 | $ 37.73 |
| Yolo | Agriculture & Standards Inspector IV | $ 39.36 | $ 47.84 |
| Yuba | Agricultural Weights & Measures Specialist III | $ 31.03 | $ 40.34 |
| **Colusa** | **AG BIO STND OFF III** | **$ 28.45** | **$ 46.70** |
| Comparator Median | | $ 30.08 | $ 37.88 |
| % Colusa is +/- Median | | -5.42% | 23.28% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 8 | 2 |




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# Assessment Technician

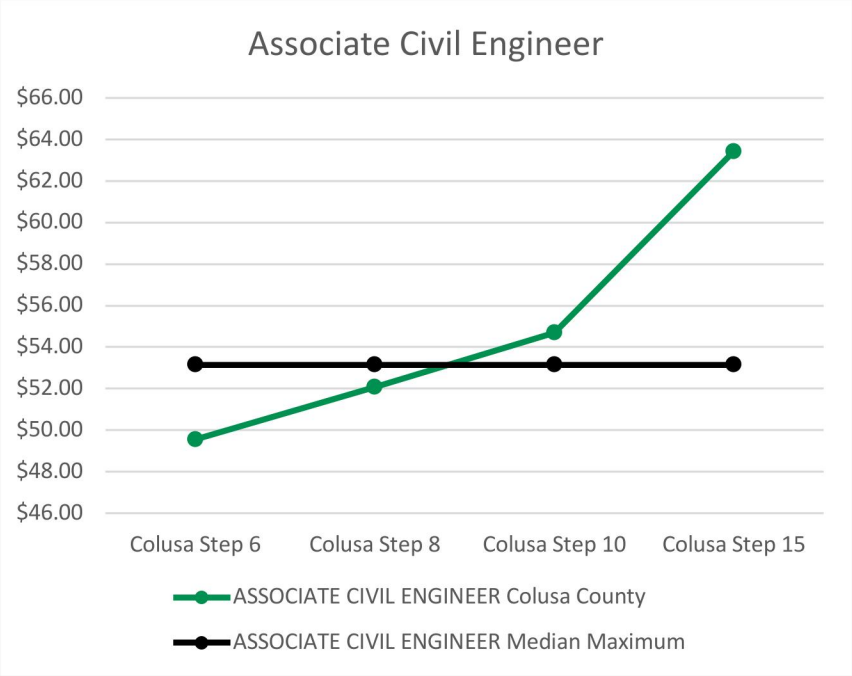
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | No Match | No Match | No Match |
| Butte | Assessment Technician II | $ 16.68 | $ 22.36 |
| Glenn | Office Technician II | $ 19.80 | $ 24.06 |
| Lake | Deputy Assessor-Recorder II | $ 19.21 | $ 23.35 |
| Shasta | Assessor/Recorder Specialist II | $ 17.99 | $ 22.97 |
| Sutter | Assessment Technician II | $ 18.83 | $ 26.02 |
| Tehama | Assessment Clerk III | $ 19.90 | $ 24.19 |
| Yolo | Assessor Clerk Recorder Specialist II | $ 26.48 | $ 32.18 |
| Yuba | Assessment Specialist | $ 19.90 | $ 25.88 |
| **Colusa** | **ASSESSMENT TECHNICIAN II** | **$ 20.41** | **$ 33.54** |
| Comparator Median | | $ 19.51 | $ 24.13 |
| % Colusa is +/- Median | | 4.61% | 39.00% |
| Number of Matches | | 8 | 8 |
| Rank in Market | | 2 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Associate Civil Engineer

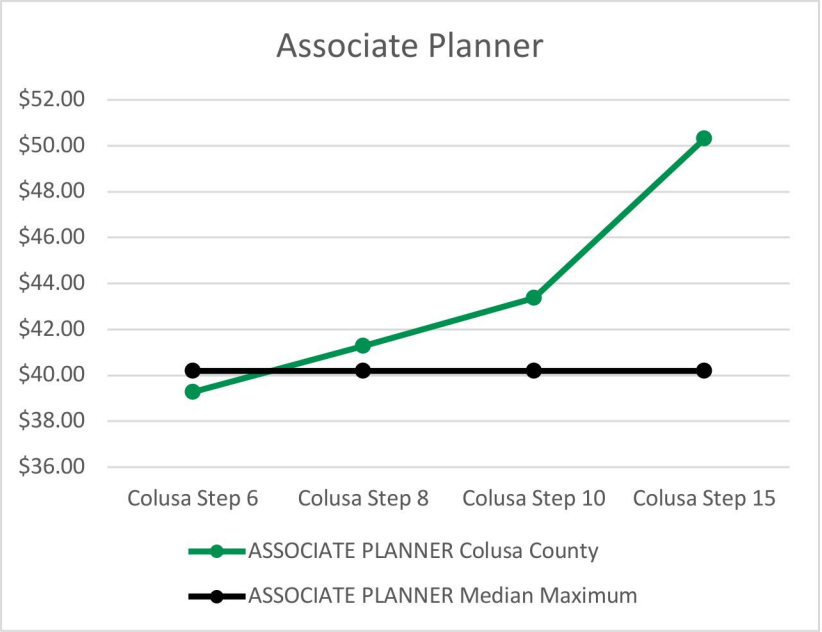
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Associate Civil Engineer | $ 40.38 | $ 49.08 |
| Butte | Associate Civil Engineer | $ 39.65 | $ 53.14 |
| Glenn | Engineer, Associate Civil | $ 41.01 | $ 49.86 |
| Lake | Associate Civil Engineer | $ 40.29 | $ 48.97 |
| Shasta | Associate Engineer | $ 50.89 | $ 64.95 |
| Sutter | Associate Civil Engineer | $ 45.62 | $ 61.37 |
| Tehama | Civil Engineer | $ 39.73 | $ 48.30 |
| Yolo | Associate Civil Engineer | $ 49.61 | $ 60.30 |
| Yuba | Associate Civil Engineer | $ 42.93 | $ 55.81 |
| **Colusa** | **ASSOCIATE CIVIL ENGINEER** | **$ 38.69** | **$ 63.43** |
| Comparator Median | | $ 41.01 | $ 53.14 |
| % Colusa is +/- Median | | -5.66% | 19.36% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 10 | 2 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Associate Planner

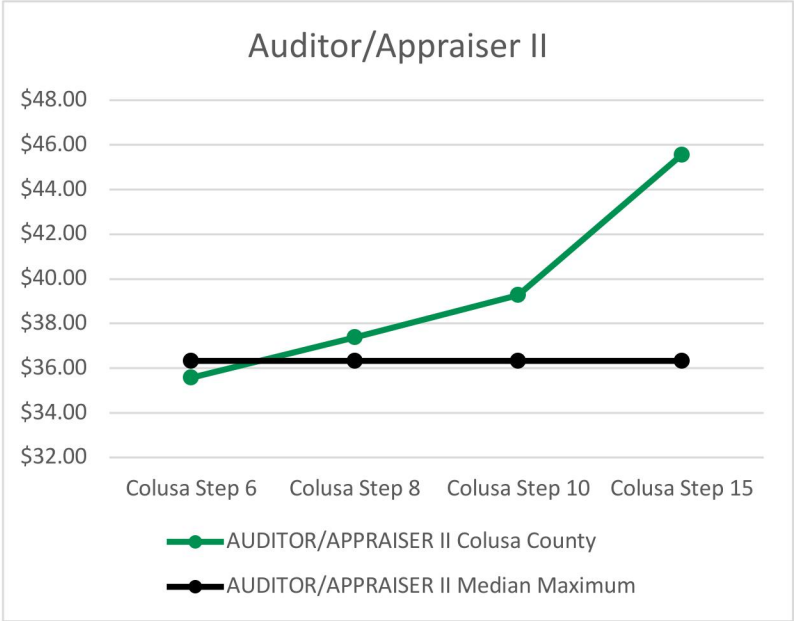
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Planner II | $ 30.09 | $ 36.57 |
| Butte | Associate Planner | $ 30.92 | $ 41.43 |
| Glenn | Planner, Associate | $ 26.71 | $ 32.48 |
| Lake | Planner, Associate | $ 33.07 | $ 40.19 |
| Shasta | Associate Planner | $ 29.18 | $ 37.24 |
| Sutter | Associate Planner | $ 36.65 | $ 49.37 |
| Tehama | Planner II | $ 28.82 | $ 35.03 |
| Yolo | Associate Planner | $ 40.10 | $ 48.74 |
| Yuba | Planner II | $ 33.89 | $ 44.07 |
| **Colusa** | **ASSOCIATE PLANNER** | **$ 30.66** | **$ 50.30** |
| Comparator Median | | $ 30.92 | $ 40.19 |
| % Colusa is +/- Median | | -0.84% | 25.16% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 6 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Auditor/Appraiser II

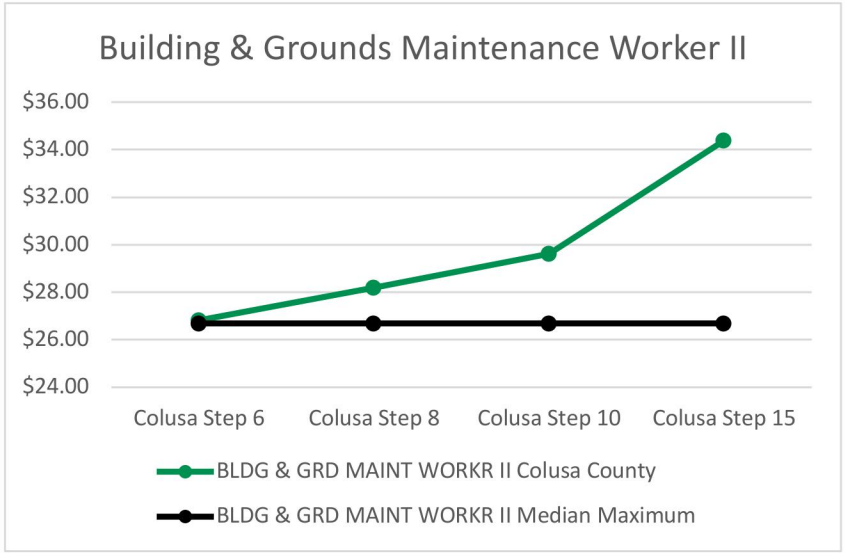
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Auditor-Appraiser II | $ 30.73 | $ 37.35 |
| Butte | Auditor-Appraiser II | $ 24.84 | $ 33.29 |
| Glenn | No Match | No Match | No Match |
| Lake | Auditor-Appraiser II | $ 25.83 | $ 31.40 |
| Shasta | Auditor Appraiser II | $ 29.46 | $ 37.60 |
| Sutter | Auditor-Appraiser II | $ 25.76 | $ 35.30 |
| Tehama | Auditor-Appraiser II | $ 26.11 | $ 31.74 |
| Yolo | Auditor Appraiser II | $ 31.82 | $ 38.69 |
| Yuba | Auditor-Appraiser II | $ 31.23 | $ 40.61 |
| **Colusa** | **AUDITOR/APPRAISER II** | **$ 27.77** | **$ 45.56** |
| Comparator Median | | $ 27.79 | $ 36.33 |
| % Colusa is +/- Median | | -0.07% | 25.41% |
| Number of Matches | | 8 | 8 |
| Rank in Market | | 5 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Building & Grounds Maintenance Worker II

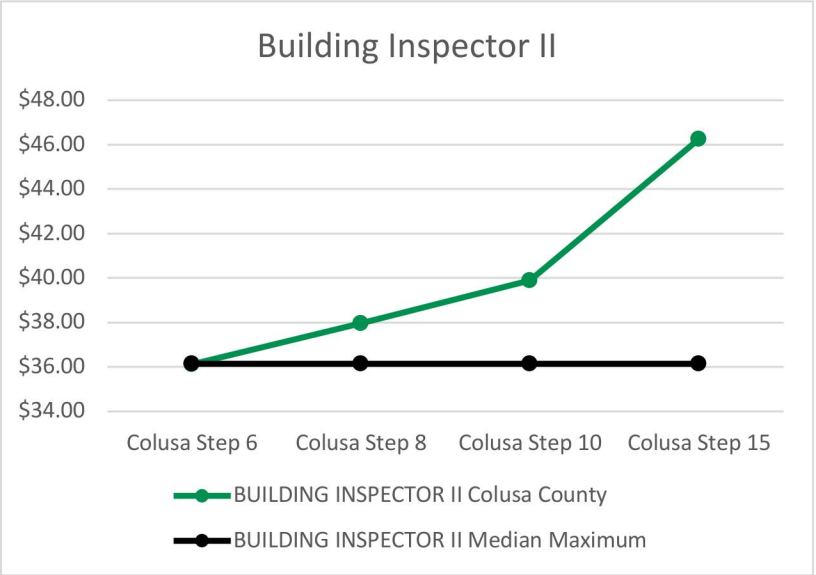
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Building Maintenance Worker II | $ 23.33 | $ 28.36 |
| Butte | No Match | No Match | No Match |
| Glenn | Facilities Worker II | $ 18.75 | $ 22.79 |
| Lake | Facilities Maintenance Worker II | $ 17.40 | $ 21.15 |
| Shasta | No Match | No Match | No Match |
| Sutter | Building Services Worker and Groundskeeper II (same salary) | $ 20.41 | $ 28.25 |
| Tehama | Facilities Maintenance Technician I | $ 20.40 | $ 24.80 |
| Yolo | Parks & Facilities Worker II | $ 22.36 | $ 27.17 |
| Yuba | Building Maintenance Technician II | $ 20.53 | $ 26.69 |
| **Colusa** | **BLDG & GRD MAINT WORKR II** | **$ 20.93** | **$ 34.38** |
| Comparator Median | | $ 20.41 | $ 26.69 |
| % Colusa is +/- Median | | 2.55% | 28.81% |
| Number of Matches | | 7 | 7 |
| Rank in Market | | 3 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Building Inspector II

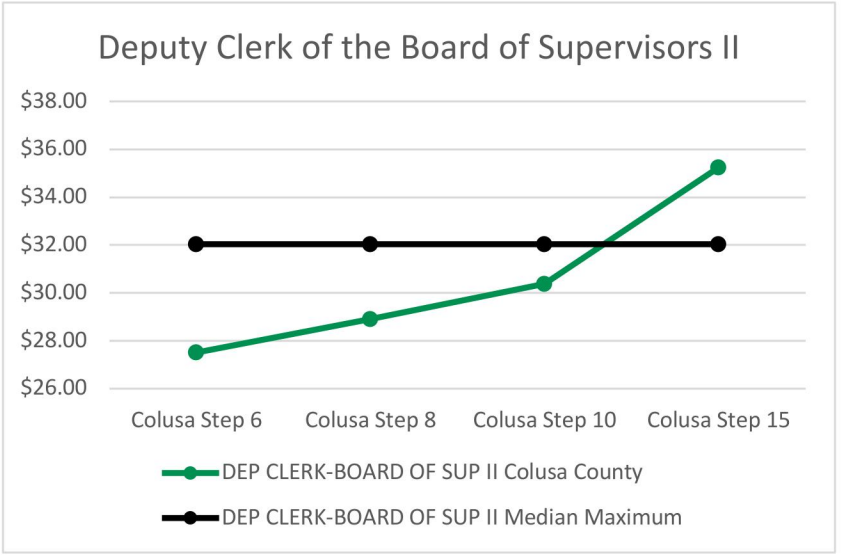
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Building Inspector II | $ 29.22 | $ 35.52 |
| Butte | Building Inspector II | $ 27.44 | $ 36.77 |
| Glenn | No Match | No Match | No Match |
| Lake | Building Inspector Senior | $ 29.23 | $ 35.52 |
| Shasta | Building Inspector II | $ 27.65 | $ 35.29 |
| Sutter | Building Inspector II | $ 30.27 | $ 41.09 |
| Tehama | Building Inspector II | $ 28.82 | $ 35.03 |
| Yolo | Building Inspector II | $ 35.69 | $ 43.38 |
| Yuba | Building Inspector II | $ 30.08 | $ 39.10 |
| **Colusa** | **BUILDING INSPECTOR II** | **$ 28.20** | **$ 46.26** |
| Comparator Median | | $ 29.23 | $ 36.15 |
| % Colusa is +/- Median | | -3.52% | 27.97% |
| Number of Matches | | 8 | 8 |
| Rank in Market | | 7 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Deputy Clerk of the Board of Supervisors II

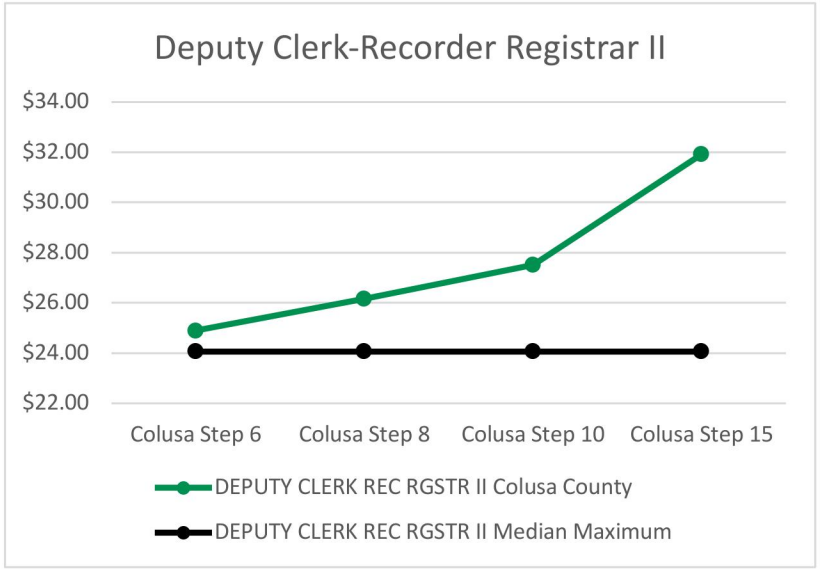
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Deputy Board Clerk II | $ 21.16 | $ 25.72 |
| Butte | Associate Clerk of the Board | $ 23.40 | $ 31.36 |
| Glenn | No Match | No Match | No Match |
| Lake | No Match | No Match | No Match |
| Shasta | Administrative Board Clerk II - Confidential | $ 21.25 | $ 27.12 |
| Sutter | Board Clerk II | $ 24.12 | $ 32.71 |
| Tehama | No Match | No Match | No Match |
| Yolo | Deputy Clerk of the Board | $ 32.35 | $ 39.33 |
| Yuba | Board Clerk II | $ 25.17 | $ 32.72 |
| **Colusa** | **DEP CLERK-BOARD OF SUP II** | **$ 21.45** | **$ 35.24** |
| Comparator Median | | $ 23.76 | $ 32.04 |
| % Colusa is +/- Median | | -9.72% | 9.99% |
| Number of Matches | | 6 | 6 |
| Rank in Market | | 5 | 2 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Deputy Clerk-Recorder Registrar II

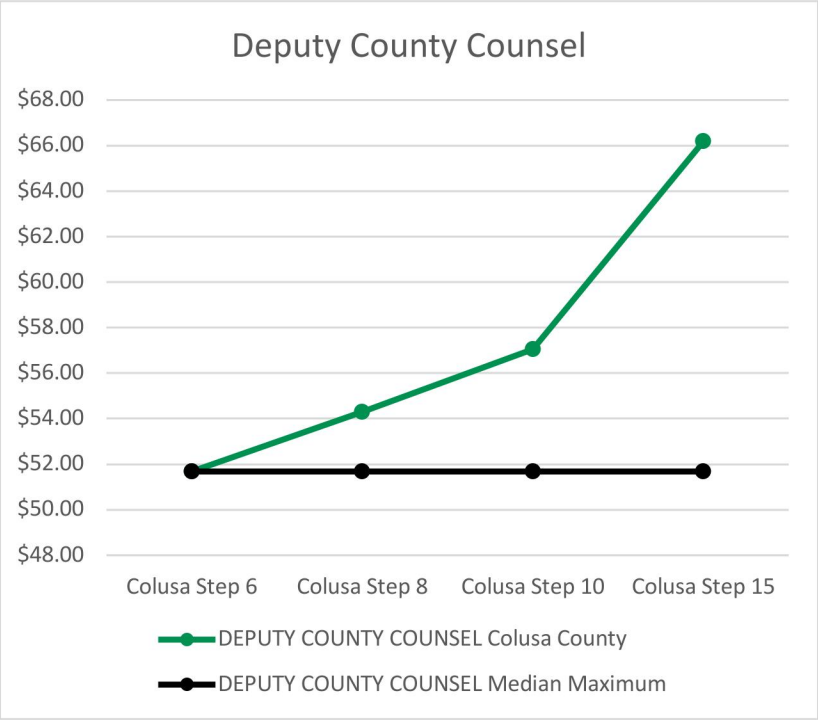
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Recorder Clerk II | $ 19.83 | $ 24.10 |
| Butte | Deputy County Clerk-Recorder II | $ 17.53 | $ 23.50 |
| Glenn | Office Technician II | $ 19.80 | $ 24.06 |
| Lake | Deputy Assessor-Recorder II | $ 19.21 | $ 23.35 |
| Shasta | Assessor/Recorder Specialist II and Clerk/Elections Specialist II | $ 18.44 | $ 23.53 |
| Sutter | Deputy Clerk-Recorder II and Election Clerk II (same salary) | $ 18.83 | $ 26.02 |
| Tehama | Deputy County Clerk II | $ 19.42 | $ 23.60 |
| Yolo | Assessor Clerk Recorder Specialist II | $ 26.48 | $ 32.18 |
| Yuba | Recorder Clerk II and Elections Clerk II (same salary) | $ 20.53 | $ 26.69 |
| **Colusa** | **DEPUTY CLERK REC RGSTR II** | **$ 19.42** | **$ 31.92** |
| Comparator Median | | $ 19.42 | $ 24.06 |
| % Colusa is +/- Median | | 0.00% | 32.67% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 5 | 2 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Deputy County Counsel

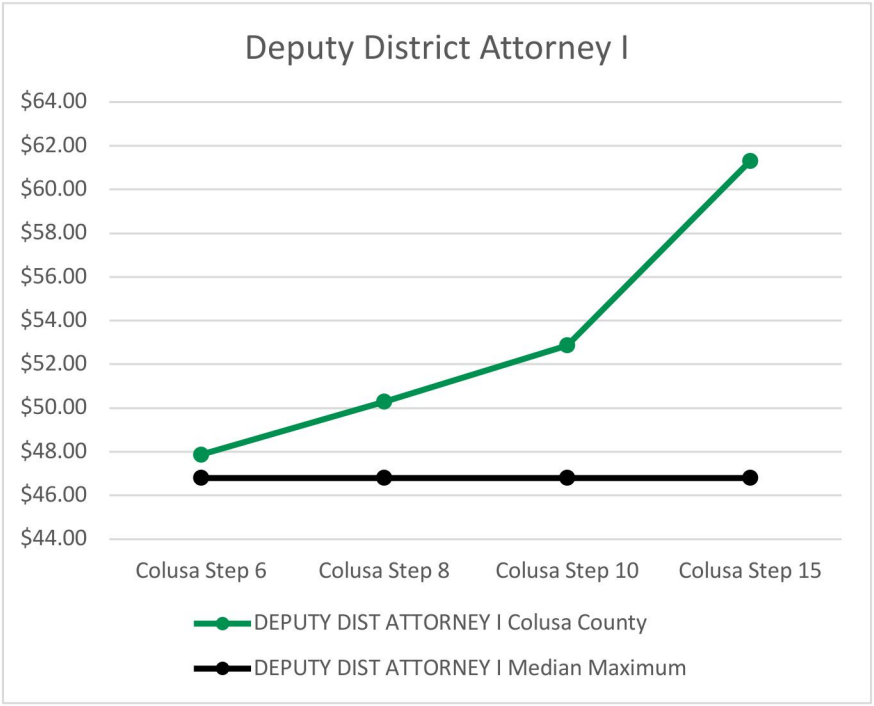
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Deputy County Counsel I | $ 45.34 | $ 55.11 |
| Butte | Deputy County Counsel I | $ 32.50 | $ 43.55 |
| Glenn | Deputy County Counsel | $ 41.01 | $ 49.86 |
| Lake | Deputy County Counsel I | $ 40.29 | $ 48.97 |
| Shasta | Deputy County Counsel I | $ 43.54 | $ 55.57 |
| Sutter | Deputy County Counsel I | $ 40.82 | $ 55.01 |
| Tehama | Deputy County Counsel I | $ 37.82 | $ 45.97 |
| Yolo | Deputy County Counsel I | $ 43.24 | $ 52.55 |
| Yuba | Deputy County Counsel I | $ 39.75 | $ 51.68 |
| **Colusa** | **DEPUTY COUNTY COUNSEL** | **$ 40.34** | **$ 66.18** |
| Comparator Median | | $ 40.82 | $ 51.68 |
| % Colusa is +/- Median | | -1.18% | 28.06% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 6 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Deputy District Attorney I

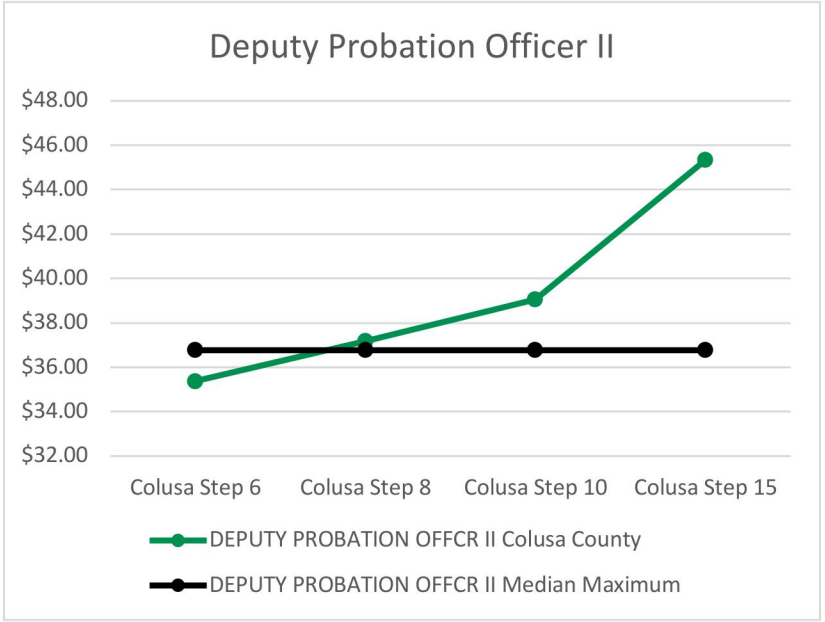
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Deputy District Attorney I | $ 40.42 | $ 49.13 |
| Butte | Deputy District Attorney I | $ 36.55 | $ 44.42 |
| Glenn | Deputy District Attorney I | $ 34.27 | $ 41.65 |
| Lake | Deputy District Attorney I | $ 34.74 | $ 42.23 |
| Shasta | Deputy District Attorney I | $ 40.66 | $ 51.89 |
| Sutter | Deputy District Attorney I | $ 39.89 | $ 53.69 |
| Tehama | Deputy District Attorney I | $ 36.00 | $ 43.75 |
| Yolo | Deputy District Attorney I | $ 38.51 | $ 46.80 |
| Yuba | Deputy District Attorney I | $ 39.75 | $ 51.68 |
| **Colusa** | **DEPUTY DIST ATTORNEY I** | **$ 37.37** | **$ 61.30** |
| Comparator Median | | $ 38.51 | $ 46.80 |
| % Colusa is +/- Median | | -2.96% | 30.98% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 6 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Deputy Probation Officer II

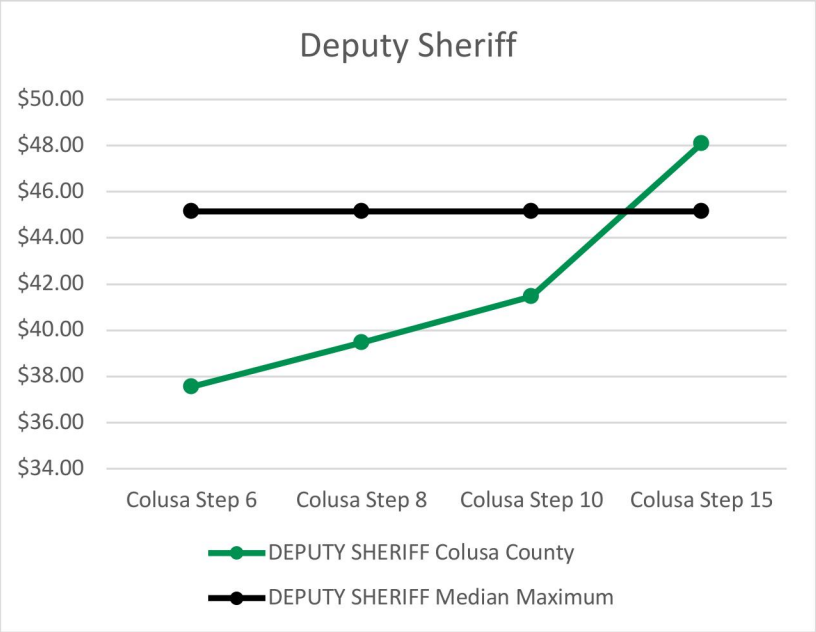
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Deputy Probation Officer II | $ 30.89 | $ 37.55 |
| Butte | Probation Officer II | $ 27.44 | $ 36.77 |
| Glenn | Deputy Probation Officer II | $ 24.17 | $ 29.39 |
| Lake | Deputy Probation Officer II | $ 28.51 | $ 34.66 |
| Shasta | Deputy Probation Officer II | $ 28.21 | $ 36.00 |
| Sutter | Deputy Probation Officer II | $ 29.98 | $ 41.08 |
| Tehama | Deputy Probation Officer II | $ 27.43 | $ 33.35 |
| Yolo | Deputy Probation Officer II | $ 34.83 | $ 42.34 |
| Yuba | Deputy Probation Officer II | $ 31.27 | $ 40.65 |
| **Colusa** | **DEPUTY PROBATION OFFCR II** | **$ 27.62** | **$ 45.34** |
| Comparator Median | | $ 28.51 | $ 36.77 |
| % Colusa is +/- Median | | -3.12% | 23.31% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 7 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Deputy Sheriff

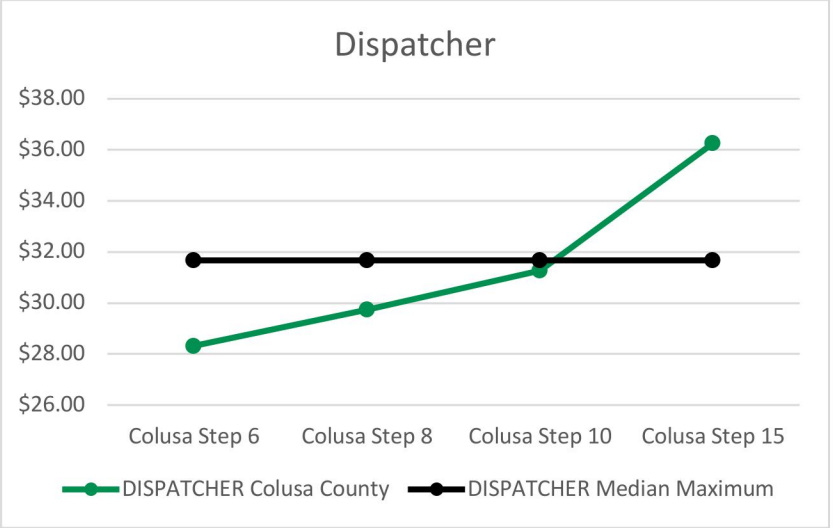
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Deputy Sheriff (Basic) | $ 31.77 | $ 38.62 |
| Butte | Deputy Sheriff | $ 34.84 | $ 46.69 |
| Glenn | Deputy Sheriff | $ 31.32 | $ 38.08 |
| Lake | Deputy Sheriff I/II | $ 27.82 | $ 36.41 |
| Shasta | Deputy Sheriff (Entry to Journey) | $ 29.62 | $ 46.56 |
| Sutter | Deputy Sheriff | $ 33.65 | $ 48.42 |
| Tehama | Deputy Sheriff I/Deputy Sheriff | $ 29.54 | $ 39.64 |
| Yolo | Deputy Sheriff | $ 41.22 | $ 50.11 |
| Yuba | Deputy Sheriff | $ 34.73 | $ 45.15 |
| **Colusa** | **DEPUTY SHERIFF** | **$ 29.31** | **$ 48.09** |
| Comparator Median | | $ 31.77 | $ 45.15 |
| % Colusa is +/- Median | | -7.74% | 6.51% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 9 | 3 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Dispatcher

| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Dispatcher-EMD | $ 26.48 | $ 32.19 |
| Butte | Public Safety Dispatcher | $ 23.63 | $ 31.67 |
| Glenn | Emergency Dispatcher II | $ 23.45 | $ 28.51 |
| Lake | Public Safety Dispatcher II | $ 22.27 | $ 27.07 |
| Shasta | No Match | No Match | No Match |
| Sutter | Public Safety Dispatcher II | $ 26.10 | $ 37.75 |
| Tehama | Communications Dispatcher | $ 24.25 | $ 29.47 |
| Yolo | No Match | No Match | No Match |
| Yuba | Public Safety Dispatcher | $ 27.50 | $ 35.75 |
| **Colusa** | **DISPATCHER** | **$ 22.10** | **$ 36.26** |
| Comparator Median | | $ 24.25 | $ 31.67 |
| % Colusa is +/- Median | | -8.87% | 14.49% |
| Number of Matches | | 7 | 7 |
| Rank in Market | | 8 | 2 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Eligibility Specialist II

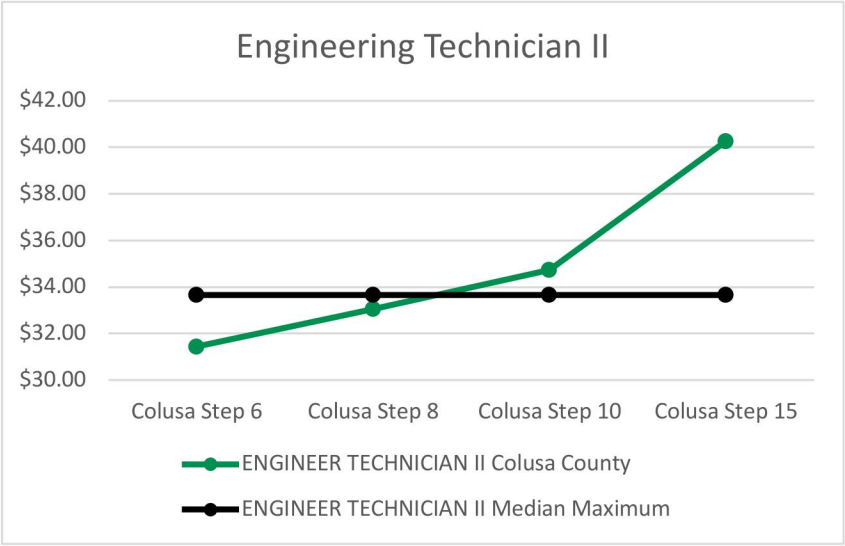
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Eligibility Worker II | $ 19.91 | $ 24.20 |
| Butte | Eligibility and Employment Specialist II | $ 19.96 | $ 26.74 |
| Glenn | Eligibility Specialist II | $ 19.70 | $ 23.94 |
| Lake | Eligibility Specialist II | $ 20.18 | $ 24.53 |
| Shasta | Eligibility Worker II | $ 20.93 | $ 26.72 |
| Sutter | Public Assistance Specialist II | $ 22.21 | $ 30.51 |
| Tehama | Eligibility Specialist II | $ 20.40 | $ 24.80 |
| Yolo | Public Assistance Specialist II | $ 25.48 | $ 30.97 |
| Yuba | Eligibility Technician | $ 21.12 | $ 27.45 |
| **Colusa** | **ELIGIBILITY SPECIALIST II** | **$ 20.93** | **$ 34.38** |
| Comparator Median | | $ 20.40 | $ 26.72 |
| % Colusa is +/- Median | | 2.60% | 28.67% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 5 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Engineering Technician II

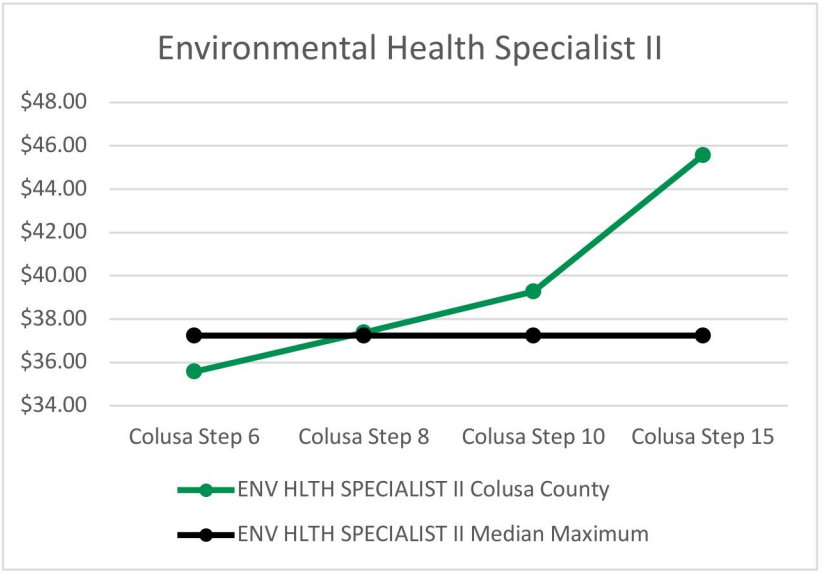
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Engineering Technician II | $ 27.26 | $ 33.13 |
| Butte | Engineering Technician II | $ 25.34 | $ 33.96 |
| Glenn | Engineering Technician II | $ 22.55 | $ 27.42 |
| Lake | Engineering Technician II | $ 24.59 | $ 29.89 |
| Shasta | Engineering Technician II | $ 27.38 | $ 34.95 |
| Sutter | Engineering Technician II | $ 26.89 | $ 36.65 |
| Tehama | Engineering Technician II | $ 27.43 | $ 33.35 |
| Yolo | Engineering Technician II | $ 30.97 | $ 37.65 |
| Yuba | No Match | No Match | No Match |
| **Colusa** | **ENGINEER TECHNICIAN II** | **$ 24.53** | **$ 40.27** |
| Comparator Median | | $ 27.08 | $ 33.66 |
| % Colusa is +/- Median | | -9.42% | 19.64% |
| Number of Matches | | 8 | 8 |
| Rank in Market | | 8 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Environmental Health Specialist II

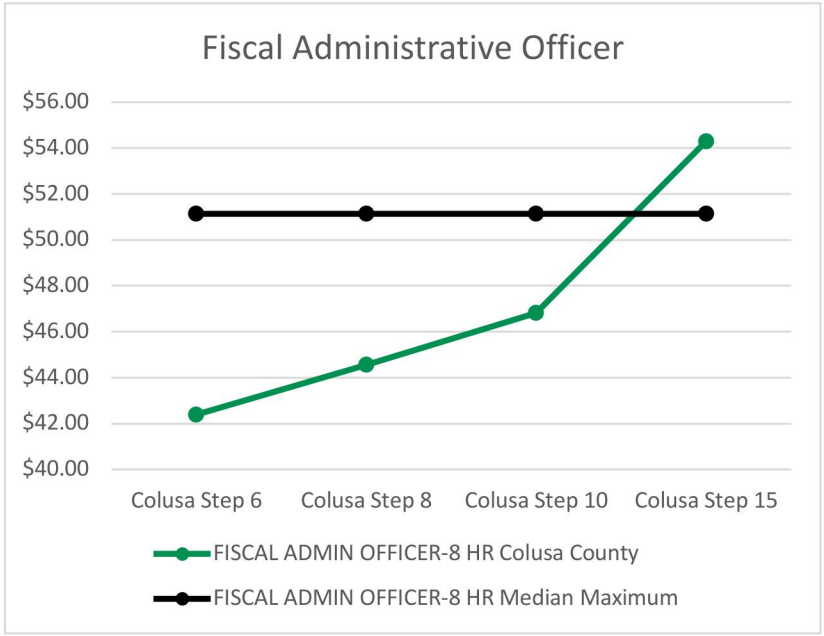
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Environmental Health Specialist II | $ 27.26 | $ 33.13 |
| Butte | Environmental Health Specialist II | $ 27.44 | $ 36.77 |
| Glenn | Registered Environmental Health Specialist | $ 32.45 | $ 39.43 |
| Lake | Environmental Health Specialist II | $ 29.23 | $ 35.52 |
| Shasta | Environmental Health Specialist | $ 29.18 | $ 37.24 |
| Sutter | Environmental Health Specialist II | $ 28.71 | $ 39.28 |
| Tehama | Environmental Health Specialist II | $ 28.82 | $ 35.03 |
| Yolo | Environmental Health Specialist II | $ 35.92 | $ 43.67 |
| Yuba | Environmental Health Specialist II | $ 29.22 | $ 37.98 |
| **Colusa** | **ENV HLTH SPECIALIST II** | **$ 27.77** | **$ 45.56** |
| Comparator Median | | $ 29.18 | $ 37.24 |
| % Colusa is +/- Median | | -4.83% | 22.34% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 8 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Fiscal Administrative Officer

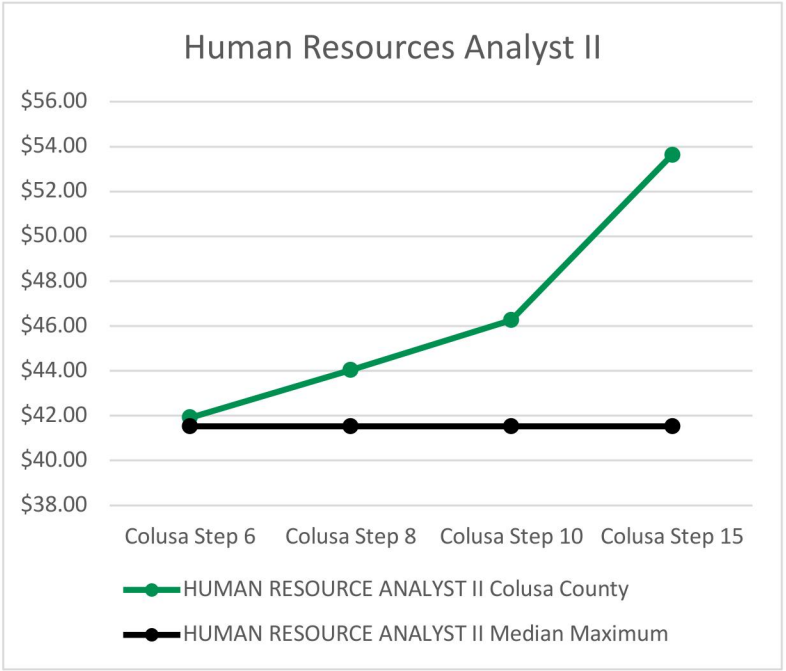
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Fiscal Officer | $ 33.45 | $ 40.66 |
| Butte | Fiscal Manager | $ 39.65 | $ 53.14 |
| Glenn | Administrative Services Officer | $ 30.10 | $ 36.60 |
| Lake | No Match | No Match | No Match |
| Shasta | Chief Fiscal Officer | $ 40.07 | $ 51.14 |
| Sutter | Administrative Services Officer | $ 38.76 | $ 52.32 |
| Tehama | No Match | No Match | No Match |
| Yolo | Fiscal Administrative Officer | $ 51.83 | $ 63.00 |
| Yuba | Administrative Services Officer | $ 35.91 | $ 46.69 |
| **Colusa** | **FISCAL ADMIN OFFICER-8 HR** | **$ 33.06** | **$ 54.30** |
| Comparator Median | | $ 38.76 | $ 51.14 |
| % Colusa is +/- Median | | -14.71% | 6.18% |
| Number of Matches | | 7 | 7 |
| Rank in Market | | 7 | 2 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Human Resources Analyst II

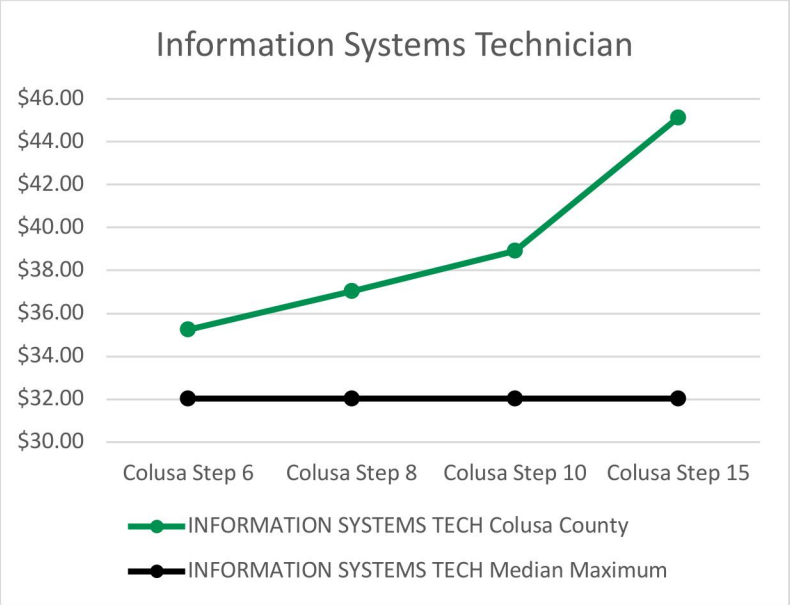
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | No Match | No Match | No Match |
| Butte | Human Resources Analyst II | $ 30.61 | $ 41.02 |
| Glenn | No Match | No Match | No Match |
| Lake | Human Resources Analyst II | $ 33.07 | $ 40.19 |
| Shasta | Personnel Analyst II | $ 37.42 | $ 47.76 |
| Sutter | Human Resources Analyst II | $ 33.03 | $ 44.86 |
| Tehama | Personnel Analyst II | $ 32.61 | $ 39.64 |
| Yolo | Personnel Analyst | $ 39.39 | $ 47.88 |
| Yuba | Human Resources Analyst II | $ 31.94 | $ 41.53 |
| **Colusa** | **HUMAN RESOURCE ANALYST II** | **$ 32.72** | **$ 53.63** |
| Comparator Median | | $ 33.03 | $ 41.53 |
| % Colusa is +/- Median | | -0.94% | 29.14% |
| Number of Matches | | 7 | 7 |
| Rank in Market | | 5 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Information Systems Technician

| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Information Systems Technician II | $ 26.35 | $ 32.03 |
| Butte | Information Technology Specialist II | $ 22.94 | $ 30.74 |
| Glenn | No Match | No Match | No Match |
| Lake | No Match | No Match | No Match |
| Shasta | Information Technology Technician | $ 22.52 | $ 28.75 |
| Sutter | Information Technology Support Specialist II | $ 28.71 | $ 39.28 |
| Tehama | Information Systems Technician | $ 26.11 | $ 31.74 |
| Yolo | Technology Support Specialist II | $ 32.28 | $ 39.24 |
| Yuba | Information Technology Support Technician II | $ 28.38 | $ 36.90 |
| **Colusa** | **INFORMATION SYSTEMS TECH** | **$ 27.51** | **$ 45.13** |
| Comparator Median | | $ 26.35 | $ 32.03 |
| % Colusa is +/- Median | | 4.40% | 40.90% |
| Number of Matches | | 7 | 7 |
| Rank in Market | | 4 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Legal Specialist II

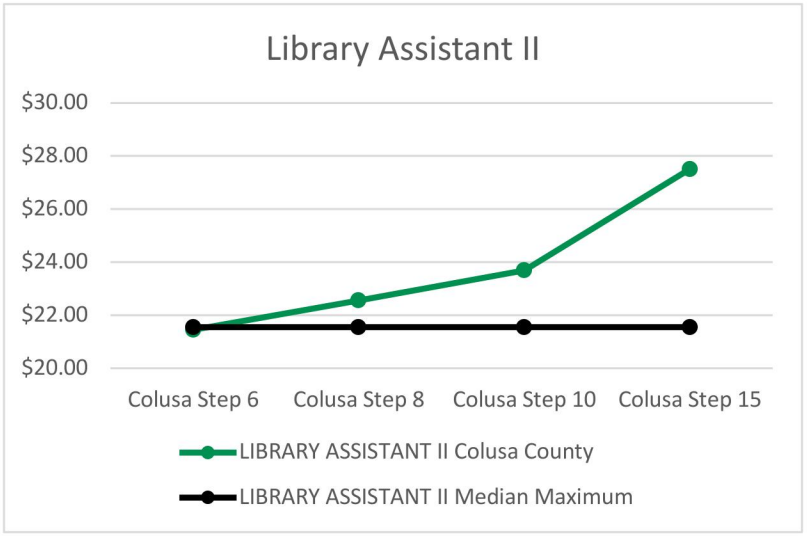
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Legal Secretary II | $ 23.84 | $ 28.98 |
| Butte | Legal Secretary II | $ 19.18 | $ 25.70 |
| Glenn | Legal Secretary II | $ 20.61 | $ 25.05 |
| Lake | Legal Administrative Assistant | $ 20.68 | $ 25.14 |
| Shasta | Legal Secretary | $ 19.08 | $ 24.35 |
| Sutter | Legal Secretary II | $ 22.21 | $ 30.51 |
| Tehama | Legal Secretary II | $ 20.91 | $ 25.41 |
| Yolo | Legal Secretary II | $ 23.40 | $ 28.44 |
| Yuba | Legal Services Specialist | $ 20.53 | $ 26.69 |
| **Colusa** | **LEGAL SPECIALIST II** | **$ 21.45** | **$ 35.24** |
| Comparator Median | | $ 20.68 | $ 25.70 |
| % Colusa is +/- Median | | 3.72% | 37.12% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 4 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Library Assistant II

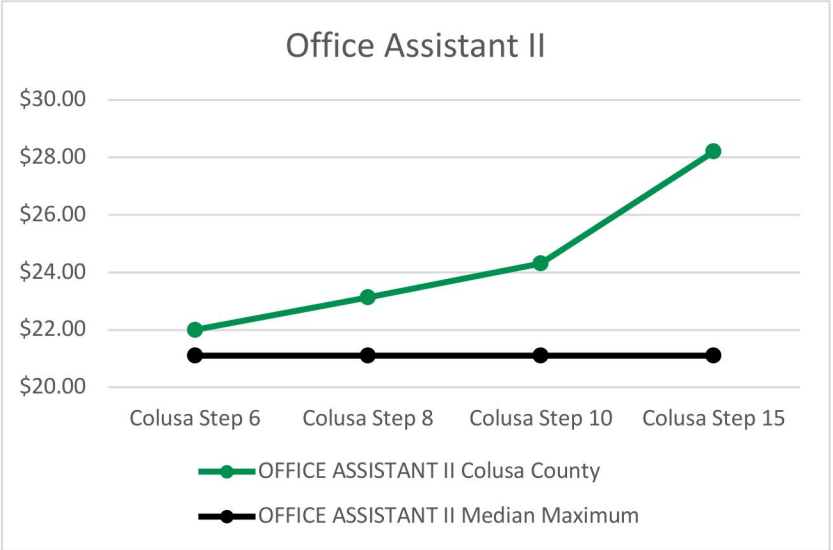
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Library Assistant | $ 17.73 | $ 21.55 |
| Butte | Library Assistant II | $ 16.35 | $ 21.92 |
| Glenn | No Match | No Match | No Match |
| Lake | Library Assistant | $ 16.56 | $ 20.13 |
| Shasta | No Match | No Match | No Match |
| Sutter | Library Assistant II | $ 18.83 | $ 26.02 |
| Tehama | Library Assistant II | $ 17.16 | $ 20.86 |
| Yolo | Library Assistant II | $ 21.36 | $ 25.97 |
| Yuba | Library Technician | $ 16.21 | $ 21.07 |
| **Colusa** | **LIBRARY ASSISTANT II** | **$ 16.73** | **$ 27.51** |
| Comparator Median | | $ 17.16 | $ 21.55 |
| % Colusa is +/- Median | | -2.51% | 27.66% |
| Number of Matches | | 7 | 7 |
| Rank in Market | | 5 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Office Assistant II

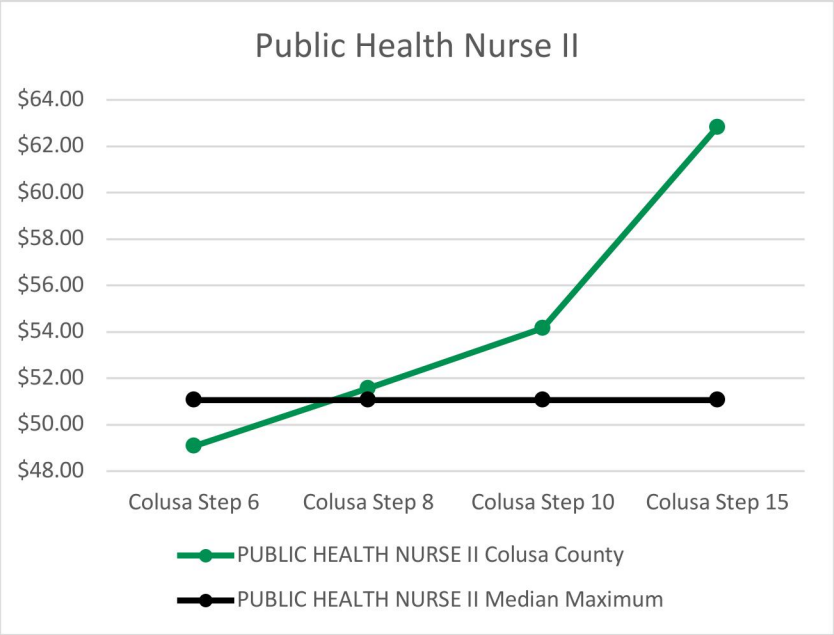
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Administrative Assistant II | $ 17.36 | $ 21.10 |
| Butte | Office Assistant II | $ 15.87 | $ 21.27 |
| Glenn | Office Assistant II | $ 15.58 | $ 18.92 |
| Lake | Office Assistant | $ 16.56 | $ 20.13 |
| Shasta | Office Assistant II | $ 17.65 | $ 22.52 |
| Sutter | Office Assistant II | $ 17.87 | $ 24.64 |
| Tehama | Office Assistant II | $ 16.33 | $ 19.85 |
| Yolo | Administrative Clerk II | $ 19.47 | $ 23.66 |
| Yuba | Office Assistant | $ 16.21 | $ 21.07 |
| **Colusa** | **OFFICE ASSISTANT II** | **$ 17.15** | **$ 28.20** |
| Comparator Median | | $ 16.56 | $ 21.10 |
| % Colusa is +/- Median | | 3.57% | 33.63% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 5 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Public Health Nurse II

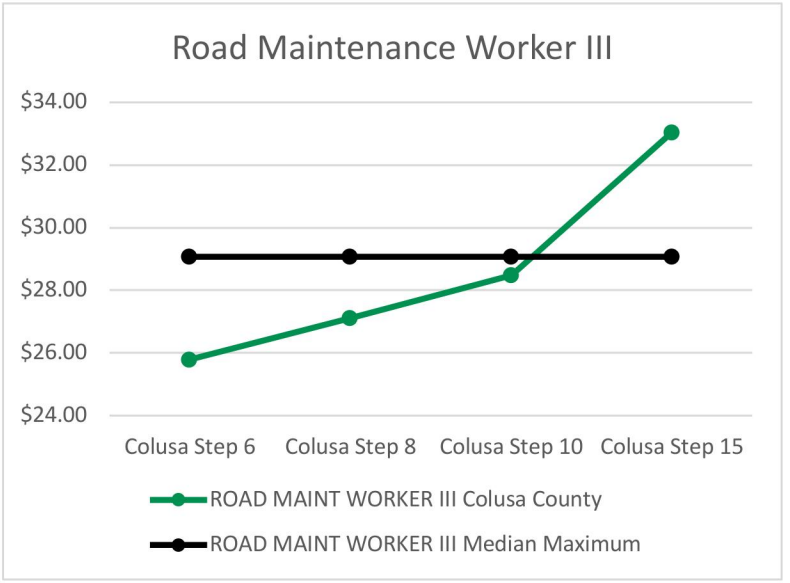
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Public Health Nurse II | $ 43.22 | $ 52.53 |
| Butte | Public Health Nurse II | $ 35.54 | $ 47.63 |
| Glenn | Public Health Nurse | $ 40.61 | $ 49.35 |
| Lake | Public Health Nurse II | $ 42.54 | $ 51.70 |
| Shasta | Public Health Nurse II | $ 40.86 | $ 52.15 |
| Sutter | Public Health Nurse II | $ 37.08 | $ 50.06 |
| Tehama | Public Health Nurse II | $ 39.73 | $ 48.30 |
| Yolo | Public Health Nurse | $ 43.04 | $ 52.32 |
| Yuba | Public Health Nurse | $ 39.28 | $ 51.06 |
| **Colusa** | **PUBLIC HEALTH NURSE II** | **$ 38.31** | **$ 62.83** |
| Comparator Median | | $ 40.61 | $ 51.06 |
| % Colusa is +/- Median | | -5.66% | 23.05% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 8 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Road Maintenance Worker III

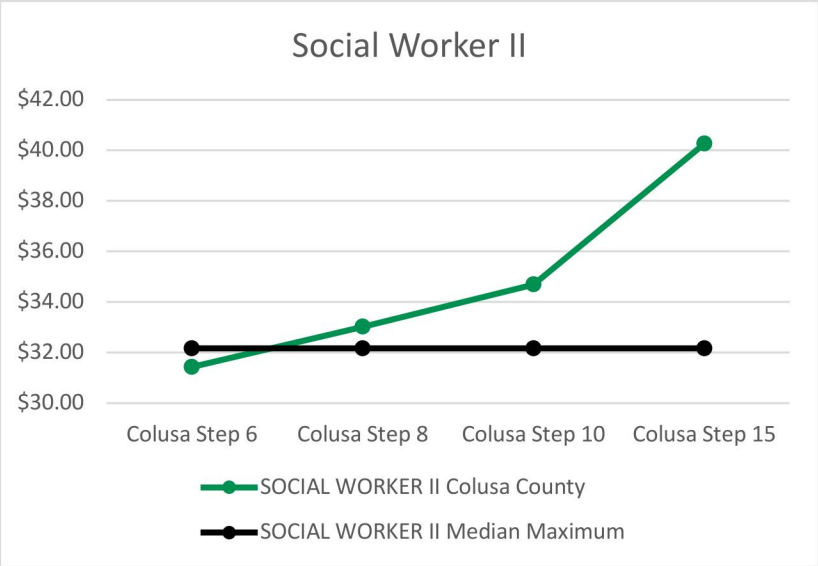
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Public Works Maintenance Worker III | $ 23.92 | $ 29.07 |
| Butte | Public Works Maintenance Worker III | $ 20.16 | $ 27.01 |
| Glenn | Public Works Maintenance Worker III | $ 19.70 | $ 23.94 |
| Lake | Public Works Worker Senior | $ 21.73 | $ 26.41 |
| Shasta | Road Maintenance Worker III | $ 23.09 | $ 29.47 |
| Sutter | Public Works Maintenance Worker II | $ 21.60 | $ 29.82 |
| Tehama | Public Works Maintenance Worker III | $ 20.40 | $ 24.80 |
| Yolo | Road Maintenance Worker | $ 24.53 | $ 29.81 |
| Yuba | Public Works Maintenance Worker II | $ 22.47 | $ 29.22 |
| **Colusa** | **ROAD MAINT WORKER III** | **$ 20.11** | **$ 33.04** |
| Comparator Median | | $ 21.73 | $ 29.07 |
| % Colusa is +/- Median | | -7.46% | 13.66% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 9 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Social Worker II

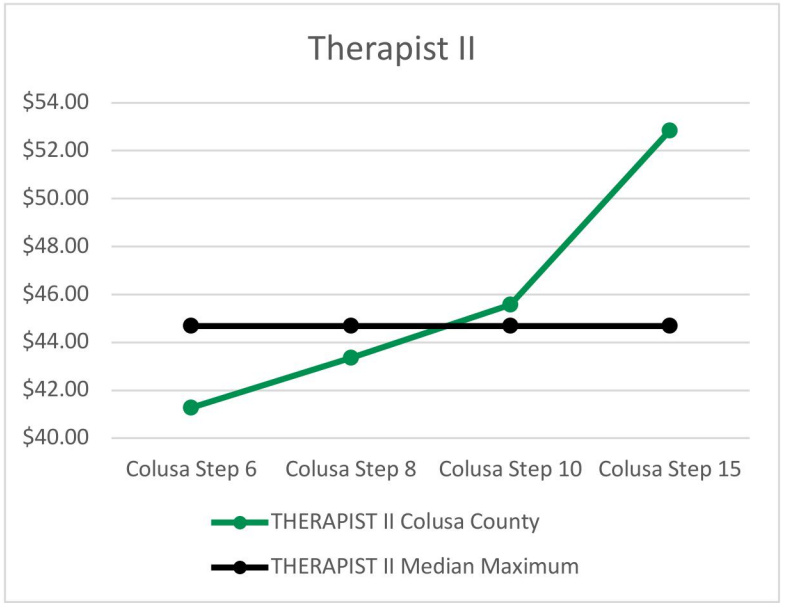
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Social Worker II | $ 27.10 | $ 32.94 |
| Butte | Social Worker II | $ 23.87 | $ 31.99 |
| Glenn | Social Worker II | $ 24.42 | $ 29.69 |
| Lake | Social Worker II | $ 25.20 | $ 30.63 |
| Shasta | Social Worker | $ 25.21 | $ 32.17 |
| Sutter | Social Worker II | $ 23.06 | $ 41.12 |
| Tehama | Social Worker II | $ 25.48 | $ 30.97 |
| Yolo | Senior Social Worker | $ 30.08 | $ 36.57 |
| Yuba | Social Worker II | $ 25.21 | $ 32.77 |
| **Colusa** | **SOCIAL WORKER II** | **$ 24.54** | **$ 40.26** |
| Comparator Median | | $ 25.21 | $ 32.17 |
| % Colusa is +/- Median | | -2.66% | 25.15% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 7 | 2 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Therapist II

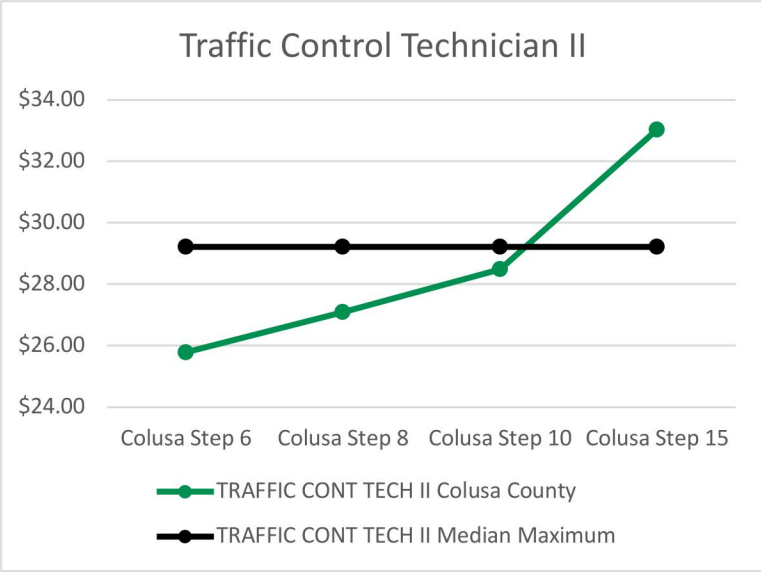
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | Behavioral Health Clinician II | $ 35.72 | $ 43.42 |
| Butte | Behavioral Health Clinician II | $ 31.23 | $ 41.85 |
| Glenn | Behavioral Health Clinician II | $ 36.75 | $ 44.68 |
| Lake | Behavioral Health Clinician | $ 30.71 | $ 37.32 |
| Shasta | Mental Health Clinician II | $ 35.81 | $ 45.71 |
| Sutter | Mental Health Therapist II | $ 33.60 | $ 45.67 |
| Tehama | Behavioral Health Clinician II | $ 35.12 | $ 42.69 |
| Yolo | Clinician II | $ 37.34 | $ 45.39 |
| Yuba | Clinical Social Worker II | $ 37.03 | $ 48.14 |
| **Colusa** | **THERAPIST II** | **$ 32.22** | **$ 52.85** |
| Comparator Median | | $ 35.72 | $ 44.68 |
| % Colusa is +/- Median | | -9.80% | 18.29% |
| Number of Matches | | 9 | 9 |
| Rank in Market | | 8 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Traffic Control Technician II

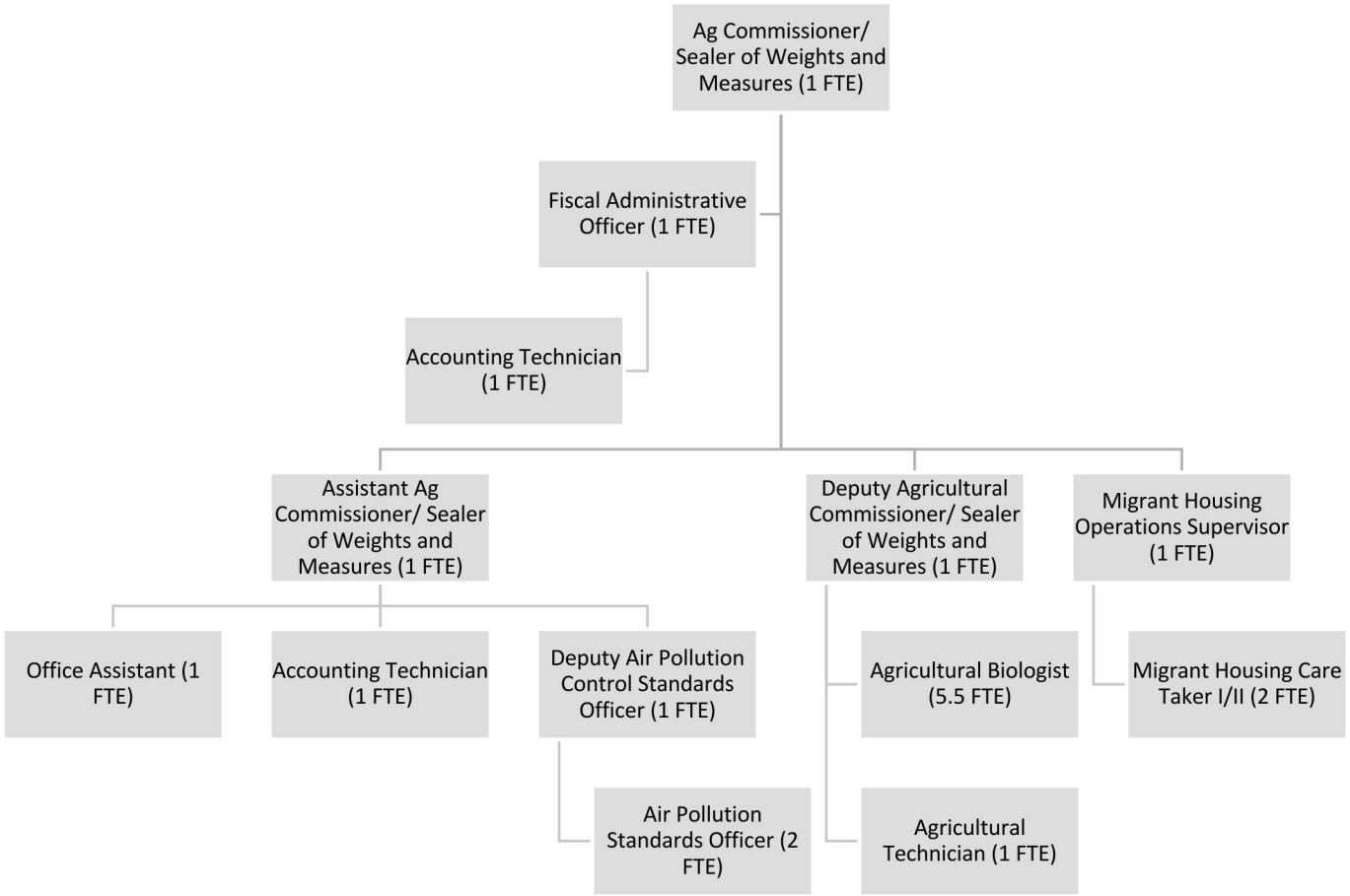
| Comparator County | Class Title | Minimum Hourly Salary | Maximum Hourly Salary |
|---|---|---|---|
| Amador | No Match | No Match | No Match |
| Butte | Public Works Maintenance Worker III | $ 20.16 | $ 27.01 |
| Glenn | Public Works Maintenance Worker III | $ 19.70 | $ 23.94 |
| Lake | No Match | No Match | No Match |
| Shasta | Special Crews Worker III | $ 23.09 | $ 29.47 |
| Sutter | Public Works Maintenance Worker II | $ 21.60 | $ 29.82 |
| Tehama | Public Works Maintenance Worker III | $ 20.40 | $ 24.80 |
| Yolo | Sign Shop Technician II | $ 26.85 | $ 32.64 |
| Yuba | Public Works Maintenance Worker II | $ 22.47 | $ 29.22 |
| **Colusa** | **TRAFFIC CONT TECH II** | **$ 20.11** | **$ 33.04** |
| Comparator Median | | $ 21.60 | $ 29.22 |
| % Colusa is +/- Median | | -6.90% | 13.07% |
| Number of Matches | | 7 | 7 |
| Rank in Market | | 7 | 1 |




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

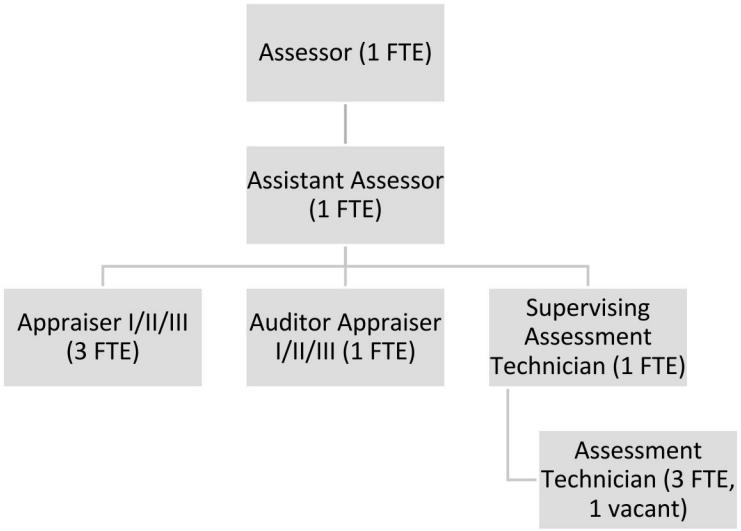
# APPENDIX D: Current Organizational Charts

## Agriculture



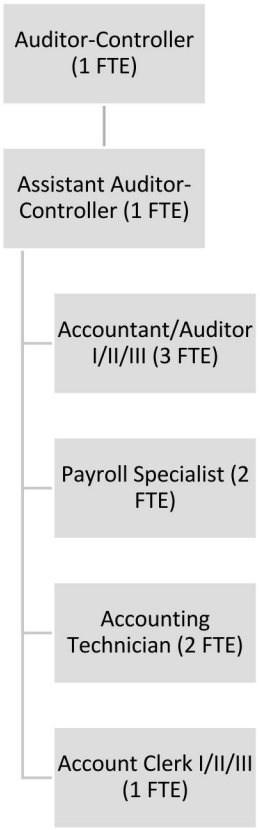

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Assessor



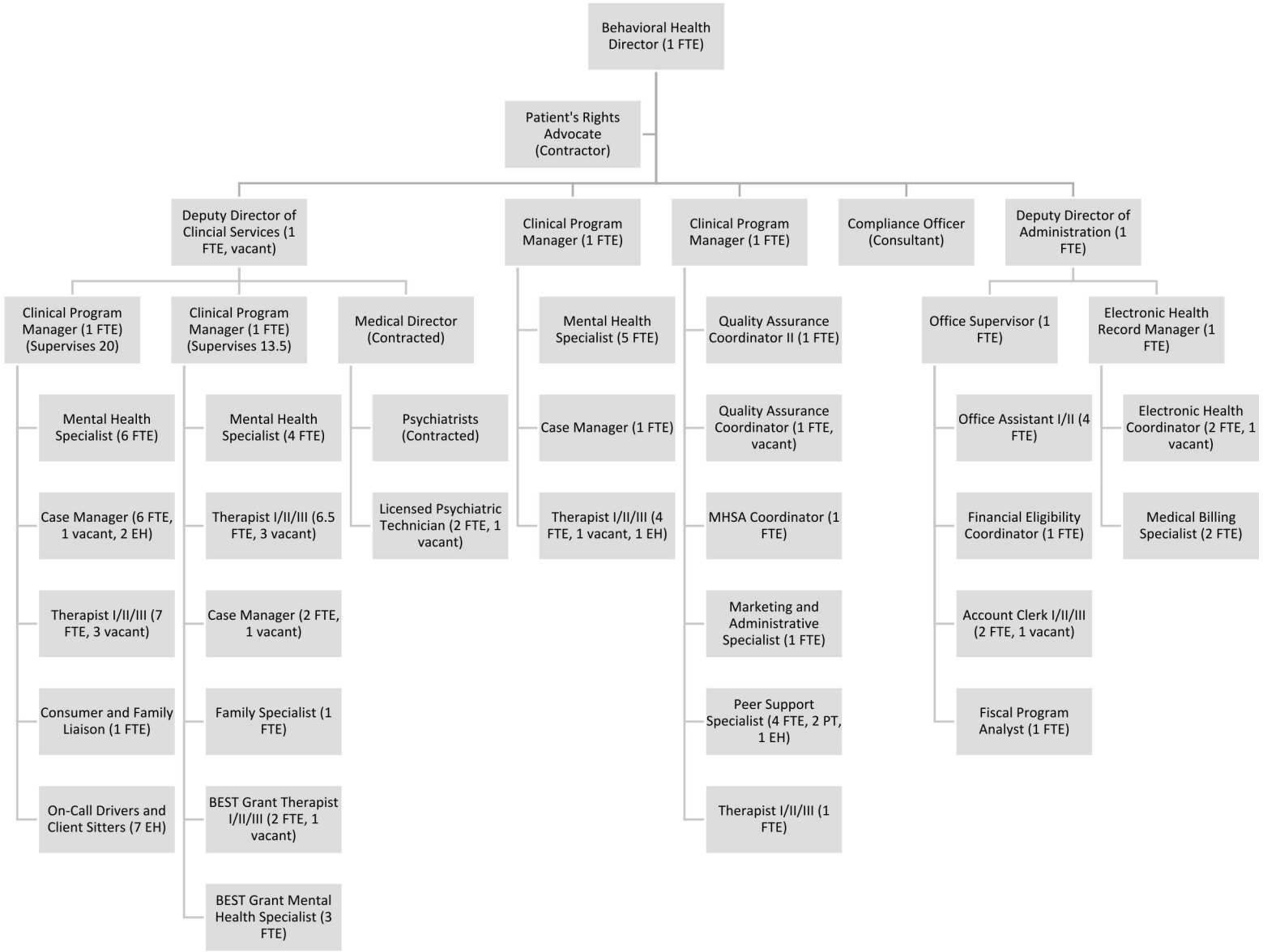

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Auditor-Controller




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Behavioral Health

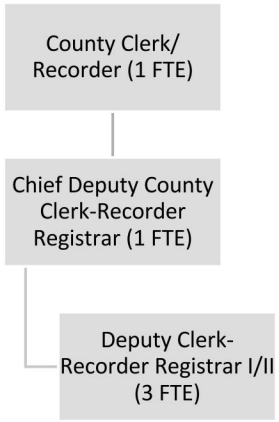





Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

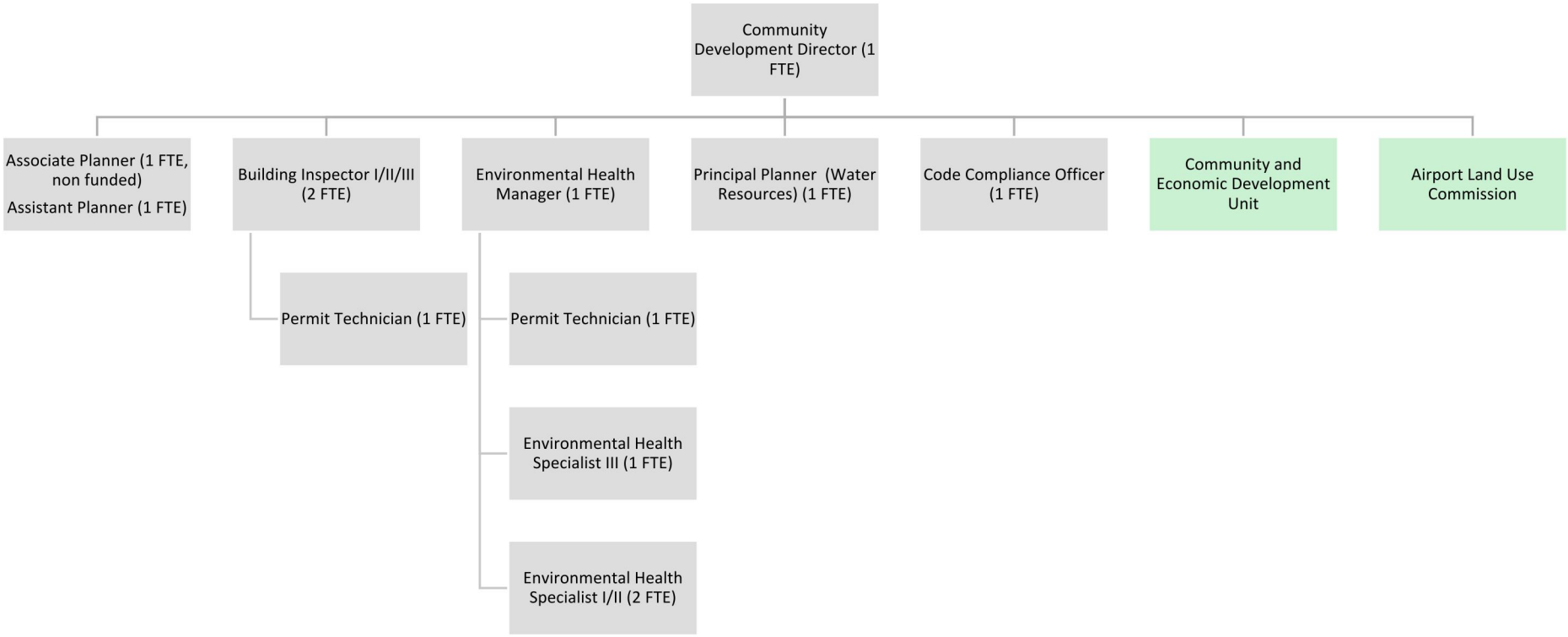
Packet Pg. 354

# Clerk-Recorder-Register



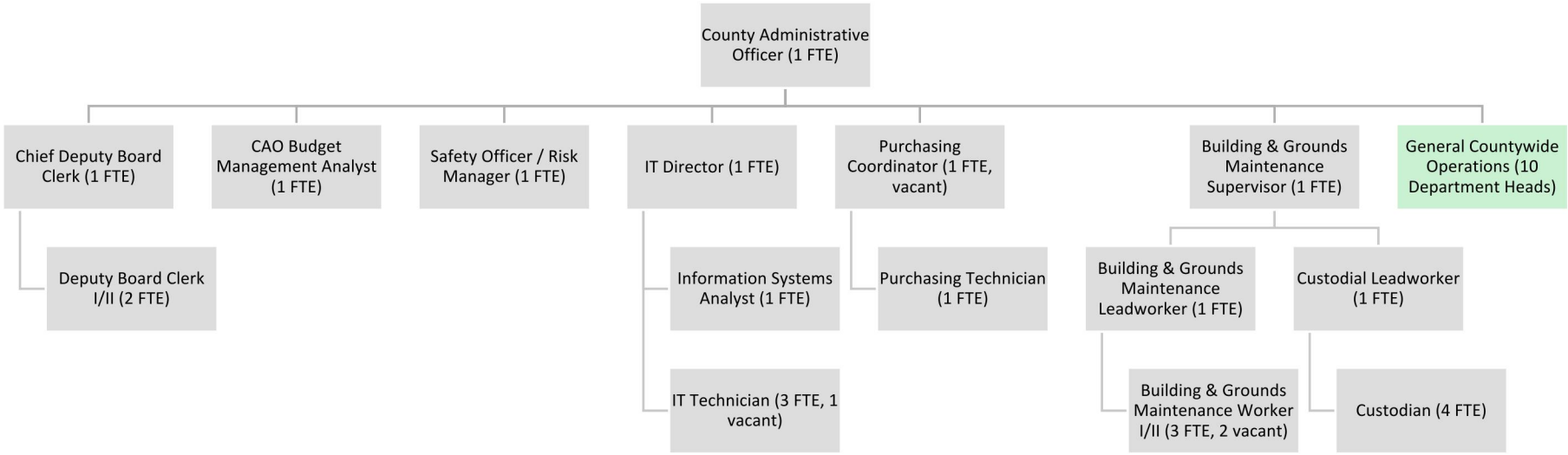

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Community Development




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

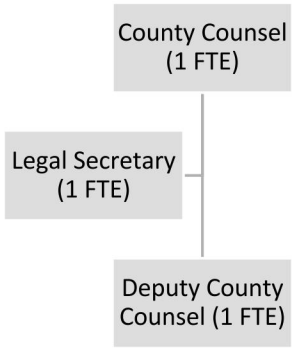
# County Administrator





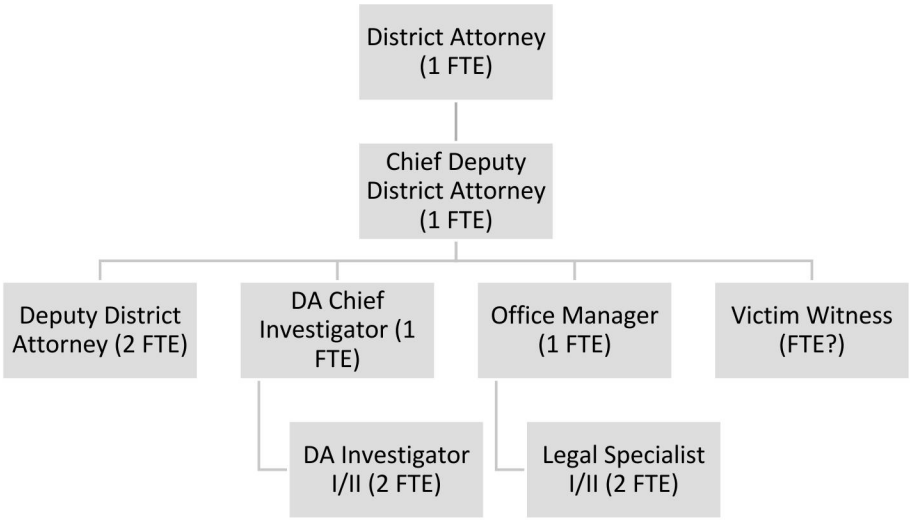

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# County Counsel



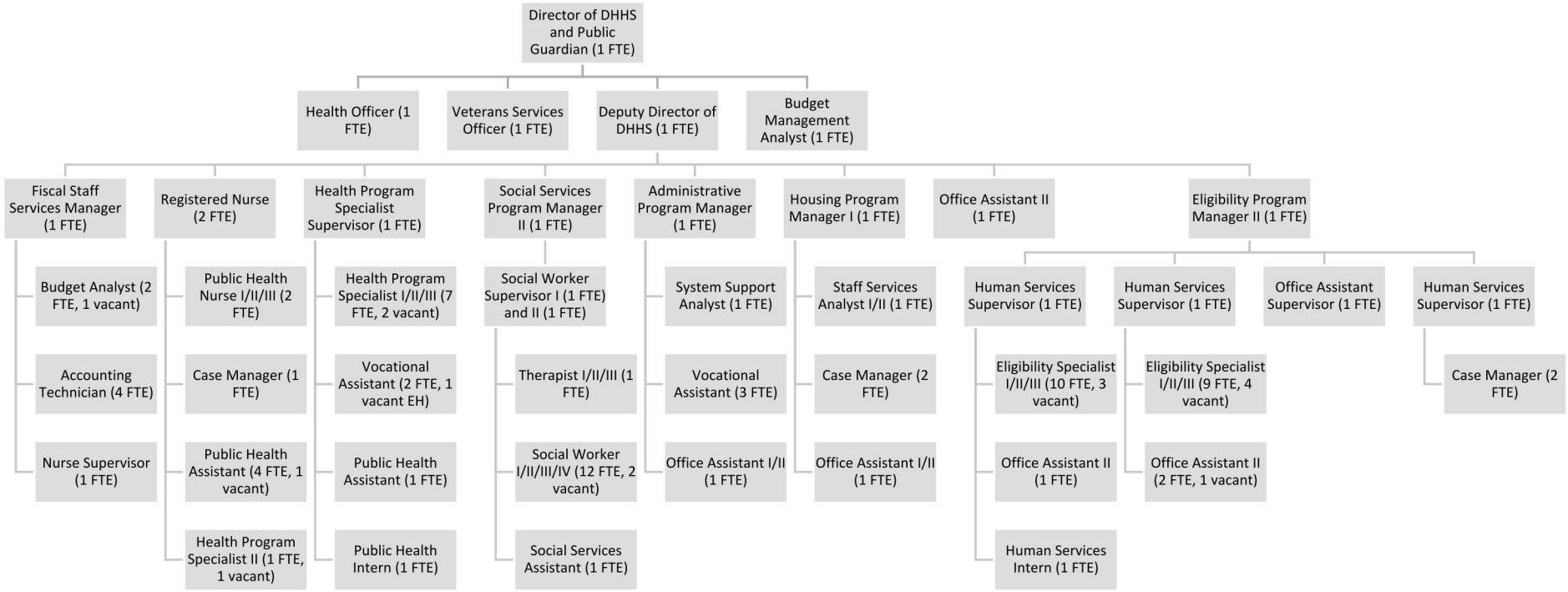

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# District Attorney



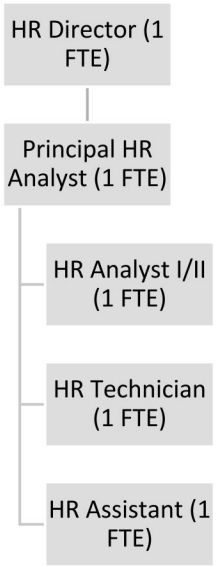

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Health and Human Services



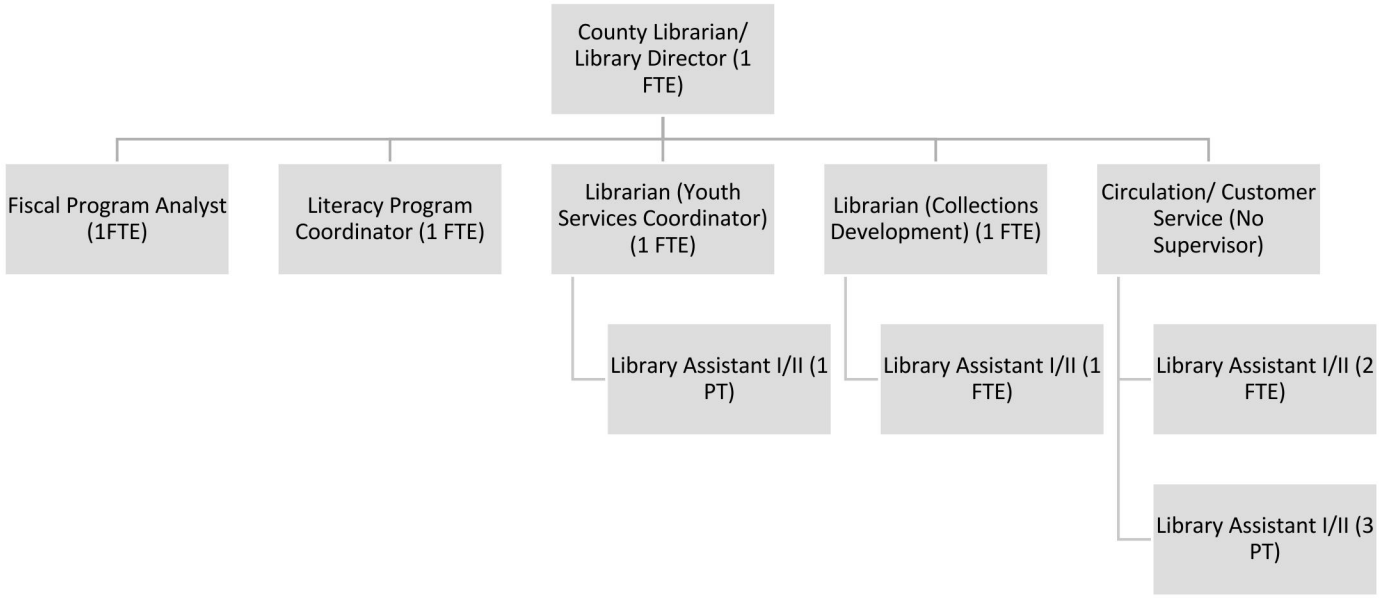

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Human Resources



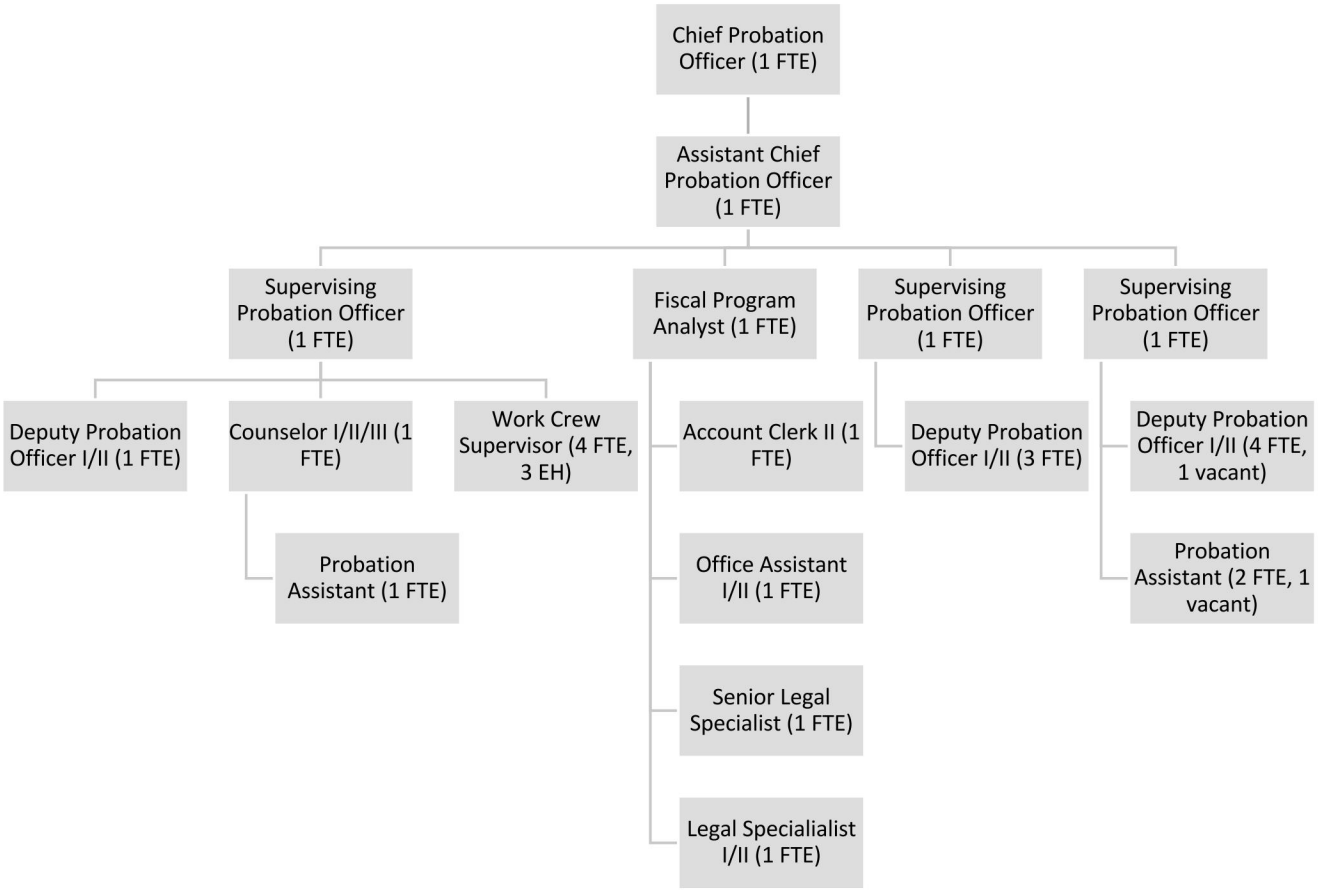

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Library



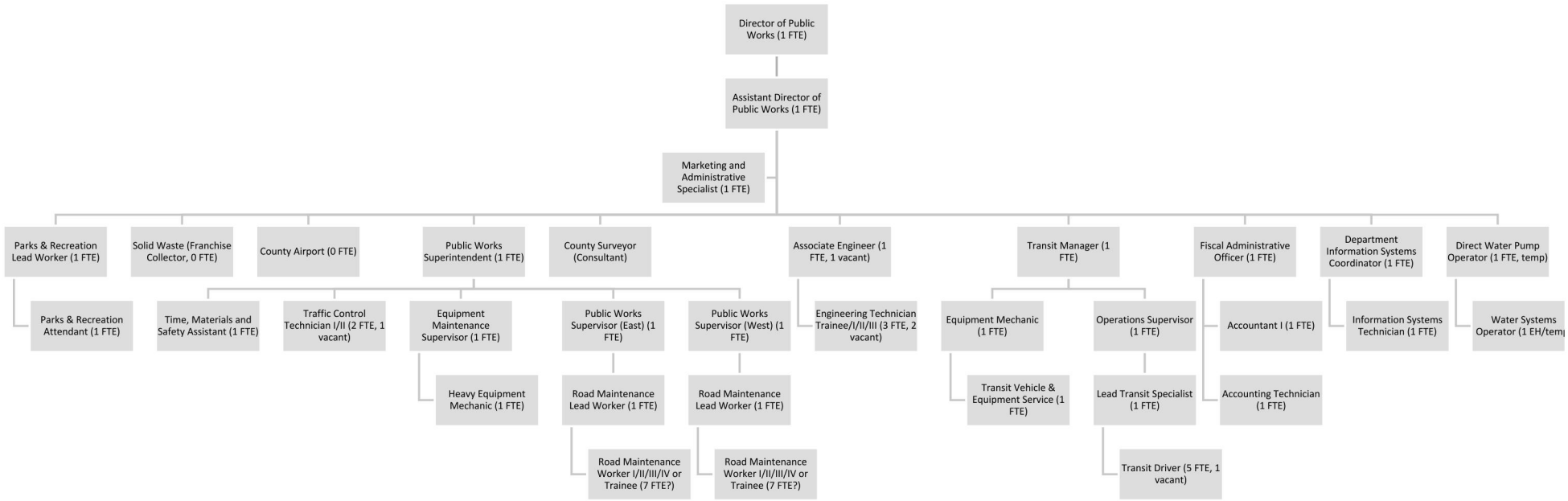

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Probation



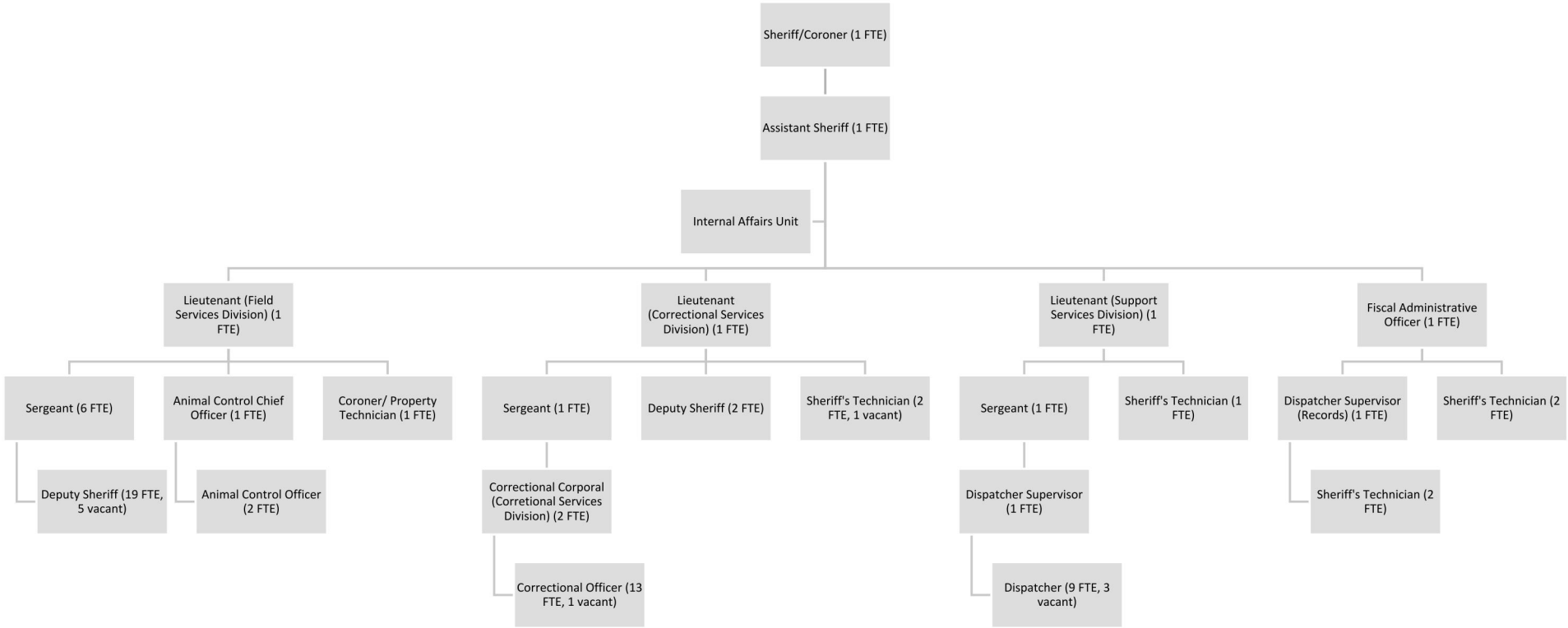

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Public Works



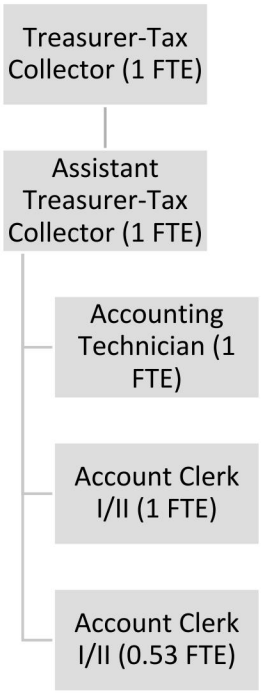

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Sheriff-Coroner




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Treasurer Tax-Collector




Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# APPENDIX E: Compaction Analysis by Department and Career Ladder

The following tables show the classification title (as listed in the official salary schedule), salary range, maximum hourly salary, occupational category as reported to the Equal Employment Opportunity Commission, the classification that is directly below the classification in its respective career ladder (i.e., lower class title), salary range of the lower class, maximum hourly salary of the lower class, and the percentage the classification is above the lower class in the career ladder. The classifications are sorted from high to low by maximum hourly salary. If a cell in the right column is highlighted, it means that a compaction issue exists. An explanation of the issue is briefly described below the table.

## Agriculture

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| AGRICULTURAL COMMISSIONER | DH 52 | $ 90.88 | Officials and Administrators | ASST AG COMM/SEALER W & M | MGT52 | $ 71.26 | 27.53% |
| ASST AG COMM/SEALER W & M | MGT52 | $ 71.26 | Officials and Administrators | AG BIO STND OFF III | PF 58 | $ 46.70 | 52.59% |
| DEPUTY AIR POLL CNTRL OFF | MGT50 | $ 50.42 | Professionals | AIR POL STANDARDS OFF III | PF 57 | $ 42.30 | 19.20% |
| AG BIO STND OFF III | PF 58 | $ 46.70 | Technicians | AG BIO STND OFF II | PF 57 | $ 42.30 | 10.40% |
| AG BIO STND OFF II | PF 57 | $ 42.30 | Technicians | AG BIO STND OFF I | PF 56 | $ 38.31 | 10.42% |
| AIR POL STANDARDS OFF III | PF 57 | $ 42.30 | Professionals | AIR POL STANDARDS OFF II | PF 56 | $ 38.31 | 10.42% |
| AG BIO STND OFF I | PF 56 | $ 38.31 | Technicians | AGRICULTURAL TECHNICIAN | MSC18 | $ 29.93 | 28.00% |
| AIR POL STANDARDS OFF II | PF 56 | $ 38.31 | Professionals | AIR POL STANDARDS OFF I | PF 55 | $ 34.71 | 10.37% |
| MIGRANT HSG OPERATION SUP | MSC25 | $ 37.96 | Service-Maintenance | MIGRANT HSG CARE TAKER II | MSC20 | $ 33.54 | 13.18% |
| ACCOUNTING TECHNICIAN-AG | MSC42 | $ 35.24 | Administrative Support | ACCOUNT CLERK III | MSC17 | $ 31.14 | 13.17% |
| AIR POL STANDARDS OFF I | PF 55 | $ 34.71 | Professionals | AGRICULTURAL TECHNICIAN | MSC18 | $ 29.93 | 15.97% |
| MIGRANT HSG CARE TAKER II | MSC20 | $ 33.54 | Service-Maintenance | MIGRANT HSG CARE TAKER I | MSC16 | $ 30.38 | 10.40% |
| FIELD RESEARCH ASSOCIAT | MSC16 | $ 30.38 | Technicians | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 7.73% |
| MIGRANT HSG CARE TAKER I | MSC16 | $ 30.38 | Service-Maintenance | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 7.73% |
| OFFICE ASSISTANT II-AG | MSC43 | $ 29.93 | Administrative Support | OFFICE ASSISTANT I | MSC09 | $ 25.53 | 17.23% |
| AGRICULTURAL TECHNICIAN | MSC18 | $ 29.93 | Skilled Craft Workers | | | | |



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Assessor

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| ASSESSOR/DIRECT ASMT OFF | ELE14 | $ 105.00 | Officials and Administrators | ASSISTANT ASSESSOR | MGT24 | $ 66.18 | 58.66% |
| ASSISTANT ASSESSOR | MGT24 | $ 66.18 | Officials and Administrators | CHIEF APPRAISER | MGT16 | $ 54.30 | 21.88% |
| CHIEF APPRAISER | MGT16 | $ 54.30 | Professionals | APPRAISER III | PF 31 | $ 44.45 | 22.16% |
| AUDITOR/APPRAISER II | PF 32 | $ 45.56 | Professionals | AUDITOR/APPRAISER I | PF 28 | $ 41.27 | 10.39% |
| APPRAISER III | PF 31 | $ 44.45 | Professionals | APPRAISER II | PF 27 | $ 40.26 | 10.41% |
| AUDITOR/APPRAISER I | PF 28 | $ 41.27 | Professionals | ASSESSMENT TECHNICIAN II | MSC20 | $ 33.54 | 23.05% |
| APPRAISER II | PF 27 | $ 40.26 | Professionals | APPRAISER I | PF 23 | $ 36.46 | 10.42% |
| SUPERVISING ASSESMNT TECH | MSC27 | $ 39.88 | Administrative Support | ASSESSMENT TECHNICIAN II | MSC20 | $ 33.54 | 18.90% |
| APPRAISER I | PF 23 | $ 36.46 | Professionals | APPRAISAL AIDE | MSC18 | $ 31.92 | 14.22% |
| ASSESSMENT TECHNICIAN II | MSC20 | $ 33.54 | Administrative Support | ASSESSMENT TECHNICIAN I | MSC16 | $ 30.38 | 10.41% |
| APPRAISAL AIDE | MSC18 | $ 31.92 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 13.19% |
| ASSESSMENT TECHNICIAN I | MSC16 | $ 30.38 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 7.73% |

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Auditor-Controller

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| AUDITOR/CONTROLLER | ELE17 | $ 113.09 | Officials and Administrators | ASST AUDITOR/CONTROLLER | MGT28 | $ 73.05 | 54.81% |
| ASST AUDITOR/CONTROLLER | MGT28 | $ 73.05 | Officials and Administrators | ACCOUNTANT/AUDITOR III | PF 36 | $ 50.30 | 45.23% |
| ACCOUNTANT/AUDITOR III | PF 36 | $ 50.30 | Professionals | ACCOUNTANT/AUDITOR II | PF 32 | $ 45.56 | 10.40% |
| SENIOR PAYROLL SPECIALIST | CNF34 | $ 47.42 | Administrative Support | PAYROLL SPECIALIST | CNF32 | $ 45.13 | 5.07% |
| ACCOUNTANT/AUDITOR II | PF 32 | $ 45.56 | Professionals | ACCOUNTANT/AUDITOR I | PF 28 | $ 41.27 | 10.39% |
| PAYROLL SPECIALIST | CNF32 | $ 45.13 | Administrative Support | ACCOUNTING TECHNICIAN | MSC22 | $ 35.24 | 28.06% |
| ACCOUNTANT/AUDITOR I | PF 28 | $ 41.27 | Professionals | ACCOUNTING TECHNICIAN | MSC22 | $ 35.24 | 17.11% |

The County places a lead classification at least 10% above the journey-level classification. Senior Payroll Specialist is only approximately 5% above Payroll Specialist.

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Behavioral Health

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| DIRECTOR BEHAVIORAL HLTH | DH 42 | $ 102.83 | Officials and Administrators | DEPUTY DIRECTOR CLINICAL | MGT32 | $ 80.63 | 27.53% |
| CRISIS RESPONSE PHN/RN | PF 54 | $ 87.02 | Professionals | CRISIS RESPONSE LVN | PFA40 | $ 55.22 | 57.59% |
| DEPUTY DIRECTOR CLINICAL | MGT32 | $ 80.63 | Professionals | CLINICAL PROGRAM MGR II | MGT28 | $ 73.05 | 10.38% |
| CLINICAL PROGRAM MGR II | MGT28 | $ 73.05 | Professionals | CLINICAL PROGRAM MGR I | MGT24 | $ 66.18 | 10.38% |
| DEPUTY DIRECTOR BHS-ADMIN | MGT27 | $ 71.27 | Officials and Administrators | FISCAL ADMIN OFF-7.5 HR | MGT16 | $ 54.30 | 31.25% |
| CLINICAL PROGRAM MGR I | MGT24 | $ 66.18 | Professionals | CRISIS RESPONSE LVN | PFA40 | $ 55.22 | 19.85% |
| QUALITY ASSURANCE COOR II | PF 46 | $ 64.40 | Professionals | QUALITY ASSURANCE COORD I | PF 44 | $ 61.30 | 5.06% |
| QUALITY ASSURANCE COORD I | PF 44 | $ 61.30 | Professionals | THERAPIST III | PF 42 | $ 58.34 | 5.07% |
| THERAPIST III | PF 42 | $ 58.34 | Professionals | THERAPIST II | PF 38 | $ 52.85 | 10.39% |
| CRISIS RESPONSE LVN | PFA40 | $ 55.22 | Professionals | MENTAL HEALTH SPECIALIST | PF 28 | $ 41.27 | 33.80% |
| THERAPIST II | PF 38 | $ 52.85 | Professionals | THERAPIST I | PF 34 | $ 47.87 | 10.40% |
| THERAPIST I | PF 34 | $ 47.87 | Professionals | MENTAL HEALTH SPECIALIST | PF 28 | $ 41.27 | 15.99% |
| MHSA FAMILY SPECIALIST | PF 32 | $ 45.56 | Technicians | | | | |
| LICENSED PSYCHIATRIC TECH | PFA31 | $ 44.20 | Technicians | | | | |
| MHSA COORD GRANT WRITER | PF 29 | $ 42.30 | Paraprofessionals | | | | |
| MENTAL HEALTH SPECIALIST | PF 28 | $ 41.27 | Technicians | PEER SUPPORT SPECIALIST | MSC10 | $ 26.17 | 57.70% |
| LICENSED VOCATIONAL NURSE | PFA26 | $ 39.05 | Professionals | | | | |
| CONSUMER/FAMILY MEMB SERV | MSC23 | $ 36.12 | Paraprofessionals | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 28.09% |
| FINANCIAL ELIG COORD | MSC22 | $ 35.24 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 24.96% |
| MEDICAL BILLING SPEC | MSC22 | $ 35.24 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 24.96% |
| PEER SUPPORT SPECIALIST | MSC10 | $ 26.17 | Paraprofessionals | | | | |

Case Manager is listed under “Countywide Classifications” because it is also used in Health and Human Services.

The County places advanced journey-level classification at least 10% above the journey-level classification. Quality Assurance Coordinator II is only approximately 5% above Quality Assurance Coordinator I.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Clerk-Recorder-Registrar

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| COUNTY CLERK/RECORDER | ELE12 | $ 99.94 | Officials and Administrators | ASST CLERK/RECORDER | MGT20 | $ 59.96 | 66.68% |
| ASST CLERK/RECORDER | MGT20 | $ 59.96 | Officials and Administrators | CHIEF DEP CO CLRK-REC-REG | MSC22 | $ 35.24 | 70.15% |
| CHIEF DEP CO CLRK-REC-REG | MSC22 | $ 35.24 | Administrative Support | DEPUTY CLERK REC RGSTR II | MSC18 | $ 31.92 | 10.40% |
| DEPUTY CLERK REC RGSTR II | MSC18 | $ 31.92 | Administrative Support | DEPUTY CLERK REC REGSTR I | MSC14 | $ 28.90 | 10.45% |
| DEPUTY CLERK REC REGSTR I | MSC14 | $ 28.90 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 2.48% |

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Community Development

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| DIRECTOR OF COMMUNITY DEV | DH 44 | $ 108.04 | Officials and Administrators | PRINCIPAL PLANNER | MGT22 | $ 63.00 | 71.49% |
| ENV HEALTH MANAGER | MGT27 | $ 71.27 | Professionals | ENV HLTH SPECIALIST III | PF 38 | $ 52.85 | 34.85% |
| PRINCIPAL PLANNER | MGT22 | $ 63.00 | Professionals | ASSOCIATE PLANNER | PF 36 | $ 50.30 | 25.25% |
| ENV HLTH SPECIALIST III | PF 38 | $ 52.85 | Professionals | ENV HLTH SPECIALIST II | PF 32 | $ 45.56 | 16.00% |
| BUILDING INSPECTOR III | MSC37 | $ 51.08 | Technicians | BUILDING INSPECTOR II | MSC33 | $ 46.26 | 10.42% |
| ASSOCIATE PLANNER | PF 36 | $ 50.30 | Professionals | ASSISTANT PLANNER | PF 33 | $ 46.70 | 7.71% |
| CODE COMPLIANCE OFFICER | PF 33 | $ 46.70 | Officials and Administrators | PERMIT TECHNICIAN | MSC23 | $ 36.12 | 29.29% |
| ASSISTANT PLANNER | PF 33 | $ 46.70 | Professionals | PERMIT TECHNICIAN | MSC23 | $ 36.12 | 29.29% |
| BUILDING INSPECTOR II | MSC33 | $ 46.26 | Technicians | BUILDING INSPECTOR I | MSC29 | $ 41.91 | 10.38% |
| ENV HLTH SPECIALIST II | PF 32 | $ 45.56 | Technicians | ENV HLTH SPECIALIST I | PF 28 | $ 41.27 | 10.39% |
| BUILDING INSPECTOR I | MSC29 | $ 41.91 | Technicians | PERMIT TECHNICIAN | MSC23 | $ 36.12 | 16.03% |
| ENV HLTH SPECIALIST I | PF 28 | $ 41.27 | Technicians | ENV HEALTH AIDE | MSC18 | $ 31.92 | 29.29% |
| PERMIT TECHNICIAN | MSC23 | $ 36.12 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 28.09% |
| ENV HEALTH AIDE | MSC18 | $ 31.92 | Paraprofessionals | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 13.19% |

The County's Planner series class specifications are unclear about the various levels; however, the Assistant Planner is typically the entry level, and the Associate Planner is typically the journey level. The County places a journey-level classification at least 10% above the entry-level classification. Associate Planner is only approximately 7.5% above Assistant Planner.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# County Administrator

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| COUNTY ADMIN OFFICER | UDH53 | $ 134.92 | Officials and Administrators | DIR HEALTH & HUMAN SERV | DH 45 | $ 110.75 | 21.82% |
| DIR OF INFORMATION TECH | MGT29 | $ 74.88 | Professionals | INFO SYSTEMS ANALYST | MSC35 | $ 48.61 | 54.04% |
| DEPT INF SYSTEMS COORD | PF 43 | $ 59.80 | Professionals | INFORMATION SYSTEMS TECH | MSC32 | $ 45.13 | 32.51% |
| CAO-BUDGET MGMT ANALYST | MGT18 | $ 57.06 | Professionals | FISCAL ADMIN OFFICER-8 HR | MGT51 | $ 54.30 | 5.08% |
| SAFETY OFF-ASST RISK MGR | PFA36 | $ 50.02 | Professionals | | | | |
| INFO SYSTEMS ANALYST | MSC35 | $ 48.61 | Technicians | INFORMATION SYSTEMS TECH | MSC32 | $ 45.13 | 7.71% |
| BLDG & GRD MAINT SERV SUP | MGT10 | $ 46.81 | Service-Maintenance | BLDG & GRD MAINT LEADWRKR | MSC25 | $ 37.96 | 23.31% |
| CHIEF DEP CLK-BRD OF SUPS | CNF32 | $ 45.13 | Administrative Support | DEP CLERK-BOARD OF SUP II | CNF22 | $ 35.24 | 28.06% |
| INFORMATION SYSTEMS TECH | MSC32 | $ 45.13 | Technicians | SYSTEM SUPPORT ANALYST | MSC27 | $ 39.88 | 13.16% |
| BLDG & GRD MAINT LEADWRKR | MSC25 | $ 37.96 | Service-Maintenance | BLDG & GRD MAINT WORKR II | MSC21 | $ 34.38 | 10.41% |
| PURCHASING COORDINATOR | MSC24 | $ 37.03 | Administrative Support | PURCHASING TECHNICIAN | MSC18 | $ 31.92 | 16.01% |
| DEP CLERK-BOARD OF SUP II | CNF22 | $ 35.24 | Administrative Support | DEP CLERK-BOARD OF SUP I | CNF18 | $ 31.92 | 10.40% |
| BLDG & GRD MAINT WORKR II | MSC21 | $ 34.38 | Service-Maintenance | BLDG & GRD MAINT WORKER I | MSC17 | $ 31.14 | 10.40% |
| DEP CLERK-BOARD OF SUP I | CNF18 | $ 31.92 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 13.19% |
| PURCHASING TECHNICIAN | MSC18 | $ 31.92 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 13.19% |
| BLDG & GRD MAINT WORKER I | MSC17 | $ 31.14 | Service-Maintenance | CUSTODIAN | MSC09 | $ 25.53 | 21.97% |
| LEAD CUSTODIAN | MSC12 | $ 27.51 | Service-Maintenance | CUSTODIAN | MSC09 | $ 25.53 | 7.76% |
| CUSTODIAN | MSC09 | $ 25.53 | Service-Maintenance | | | | |



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# County Counsel

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| COUNTY COUNSEL | UDH55 | $ 141.75 | Officials and Administrators | SR DPTY COUNTY COUNSEL | MGT41 | $ 100.70 | 40.76% |
| SR DPTY COUNTY COUNSEL | MGT41 | $ 100.70 | Professionals | DEPUTY COUNTY COUNSEL | MGT24 | $ 66.18 | 52.16% |
| DEPUTY COUNTY COUNSEL | MGT24 | $ 66.18 | Professionals | | | | |

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Countywide Classifications

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| FISCAL ADMIN OFFICER-8 HR | MGT51 | $ 54.30 | Professionals | FISCAL PROGRAM ANALYST | MSC31 | $ 44.03 | 23.33% |
| FISCAL ADMIN OFF-7.5 HR | MGT16 | $ 54.30 | Professionals | FISCAL PROGRAM ANALYST | MSC31 | $ 44.03 | 23.33% |
| OFFICE MANAGER | MGT10 | $ 46.81 | Administrative Support | OFFICE ASSISTANT SUPERVIS | MSC19 | $ 30.68 | 52.57% |
| FISCAL PROGRAM ANALYST | MSC31 | $ 44.03 | Paraprofessionals | | | | |
| ACCOUNTANT II | PF 30 | $ 43.36 | Professionals | ACCOUNTANT I | PF 26 | $ 39.27 | 10.42% |
| ACCOUNTANT I | PF 26 | $ 39.27 | Professionals | ACCOUNTING TECHNICIAN | MSC22 | $ 35.24 | 11.44% |
| LEGAL SPECIALIST III | MSC26 | $ 38.91 | Administrative Support | LEGAL SPECIALIST II | MSC22 | $ 35.24 | 10.41% |
| CASE MANAGER | MSC24 | $ 37.03 | Paraprofessionals | | | | |
| ACCOUNTING TECHNICIAN | MSC22 | $ 35.24 | Administrative Support | ACCOUNT CLERK III | MSC17 | $ 31.14 | 13.17% |
| LEGAL SPECIALIST II | MSC22 | $ 35.24 | Administrative Support | LEGAL SPECIALIST I | MSC18 | $ 31.92 | 10.40% |
| MARKETING & ADMIN SPECIAL | MSC19 | $ 32.72 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 16.03% |
| CONFIDENTIAL LEGAL SPEC I | CNF18 | $ 31.92 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 13.19% |
| LEGAL SPECIALIST I | MSC18 | $ 31.92 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 13.19% |
| ACCOUNT CLERK III | MSC17 | $ 31.14 | Administrative Support | ACCOUNT CLERK II | MSC13 | $ 28.20 | 10.43% |
| OFFICE ASSISTANT SUPERVIS | MSC19 | $ 30.68 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 8.79% |
| ACCOUNT CLERK II | MSC13 | $ 28.20 | Administrative Support | ACCOUNT CLERK I | MSC09 | $ 25.53 | 10.46% |
| OFFICE ASSISTANT II | MSC13 | $ 28.20 | Administrative Support | OFFICE ASSISTANT I | MSC09 | $ 25.53 | 10.46% |
| ACCOUNT CLERK I | MSC09 | $ 25.53 | Administrative Support | | #N/A | #N/A | #N/A |
| OFFICE ASSISTANT I | MSC09 | $ 25.53 | Administrative Support | | #N/A | #N/A | #N/A |

The County places a first line supervisor at least 15% above the highest non-lead worker level supervised. Office Assistant Supervisor is a supervisory classification that is currently only approximately 8.5% above Office Assistant II.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# District Attorney

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| DISTRICT ATTORNEY | ELE20 | $ 140.57 | Officials and Administrators | CHIEF DEPUTY DA | MGT35 | $ 86.84 | 61.87% |
| CHIEF DEPUTY DA | MGT35 | $ 86.84 | Professionals | DEPUTY DIST ATTORNEY III | PF 52 | $ 74.66 | 16.31% |
| DEPUTY DIST ATTORNEY III | PF 52 | $ 74.66 | Professionals | DEPUTY DIST ATTORNEY II | PF 48 | $ 67.66 | 10.35% |
| DEPUTY DIST ATTORNEY II | PF 48 | $ 67.66 | Professionals | DEPUTY DIST ATTORNEY I | PF 44 | $ 61.30 | 10.38% |
| DA CHIEF INVESTIGATOR | MGS10 | $ 66.26 | Protective Service Workers | DA INVESTIGATOR II | DSS31 | $ 57.19 | 15.86% |
| DEPUTY DIST ATTORNEY I | PF 44 | $ 61.30 | Professionals | | | | |
| DA INVESTIGATOR II | DSS31 | $ 57.19 | Protective Service Workers | DA INVESTIGATOR I | DSS27 | $ 51.80 | 10.41% |
| VICTIM WITNESS PRG MGR | PF 38 | $ 52.85 | Professionals | VIC WIT ADVOCATE COR | PF 34 | $ 47.87 | 10.40% |
| DA INVESTIGATOR I | DSS27 | $ 51.80 | Protective Service Workers | | | | |
| VIC WIT ADVOCATE COR | PF 34 | $ 47.87 | Professionals | VICTIM WITNESS ADV II | MSC18 | $ 31.92 | 49.97% |
| VICTIM WITNESS ADV II | MSC18 | $ 31.92 | Administrative Support | VICTIM WITNESS ADV I | MSC14 | $ 28.90 | 10.45% |
| VICTIM WITNESS ADV I | MSC14 | $ 28.90 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 2.48% |

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Health and Human Services

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| DIR HEALTH & HUMAN SERV | DH 45 | $ 110.75 | Officials and Administrators | DEPUTY DIR HLTH & HUM SER | MGT35 | $ 86.84 | 27.53% |
| DEPUTY DIR HLTH & HUM SER | MGT35 | $ 86.84 | Officials and Administrators | NURSING SUPERVISOR | MGT29 | $ 74.88 | 15.97% |
| PROGRAM MANAGER II | MGT29 | $ 74.88 | Professionals | PROGRAM MANAGER I | MGT23 | $ 64.57 | 15.97% |
| NURSING SUPERVISOR | MGT29 | $ 74.88 | Professionals | PUBLIC HEALTH NURSE III | PF 49 | $ 69.35 | 7.97% |
| STAFF SERVICES MANAGER | MGT29 | $ 74.88 | Professionals | STAFF SERVICES ANALYST II | PF 35 | $ 49.07 | 52.60% |
| PUBLIC HEALTH NURSE III | PF 49 | $ 69.35 | Professionals | PUBLIC HEALTH NURSE II | PF 45 | $ 62.83 | 10.38% |
| PROGRAM MANAGER I | MGT23 | $ 64.57 | Professionals | THERAPIST III | PF 42 | $ 58.34 | 10.68% |
| PUBLIC HEALTH NURSE II | PF 45 | $ 62.83 | Professionals | PUBLIC HEALTH NURSE I | PF 41 | $ 56.92 | 10.38% |
| DHHS BUDGET MGMT ANALYST | MGT18 | $ 57.06 | Professionals | DHHS BUDGET ANALYST | PF 35 | $ 49.07 | 16.28% |
| PUBLIC HEALTH NURSE I | PF 41 | $ 56.92 | Professionals | LICENSED VOCATIONAL NURSE | PFA26 | $ 39.05 | 45.76% |
| HEALTH PRG SPECIALIST SUP | PF 40 | $ 55.53 | Professionals | HEALTH PRG SPECIALIST III | PF 34 | $ 47.87 | 16.00% |
| SOCIAL WORKER SUP II | PF 40 | $ 55.53 | Professionals | SOCIAL WORKER IV | PF 35 | $ 49.07 | 13.16% |
| SOCIAL WORKER SUP I | PF 37 | $ 51.56 | Professionals | SOCIAL WORKER III | PF 31 | $ 44.45 | 16.00% |
| ELECTRNC HLTH RECORDS MGR | MGT12 | $ 49.19 | Professionals | ELEC HLTH REC COORDINATOR | MSC27 | $ 39.88 | 23.35% |
| DHHS BUDGET ANALYST | PF 35 | $ 49.07 | Professionals | FISCAL PROGRAM ANALYST | MSC31 | $ 44.03 | 11.45% |
| REGISTERED NURSE | PF 35 | $ 49.07 | Professionals | LICENSED VOCATIONAL NURSE | PFA26 | $ 39.05 | 25.66% |
| SOCIAL WORKER IV | PF 35 | $ 49.07 | Professionals | SOCIAL WORKER III | PF 31 | $ 44.45 | 10.39% |
| STAFF SERVICES ANALYST II | PF 35 | $ 49.07 | Professionals | STAFF SERVICES ANALYST I | PF 29 | $ 42.30 | 16.00% |
| HEALTH PRG SPECIALIST III | PF 34 | $ 47.87 | Professionals | HEALTH PRG SPECIALIST II | PF 30 | $ 43.36 | 10.40% |
| DHHS OFFICE MANAGER | MGT10 | $ 46.81 | Professionals | OFFICE ASSISTANT SUPERVIS | MSC19 | $ 30.68 | 52.57% |
| COUNTY VETERANS SERV OFF | MGT10 | $ 46.81 | Administrative Support | | | | |
| SOCIAL WORKER III | PF 31 | $ 44.45 | Professionals | SOCIAL WORKER II | PF 27 | $ 40.26 | 10.41% |
| HEALTH PRG SPECIALIST II | PF 30 | $ 43.36 | Professionals | HEALTH PRG SPECIALIST I | PF 26 | $ 39.27 | 10.42% |
| HUMAN SERVICES SUPERVISOR | MSC30 | $ 42.95 | Administrative Support | ELIGIBILITY SPECIALST III | MSC25 | $ 37.96 | 13.15% |
| STAFF SERVICES ANALYST I | PF 29 | $ 42.30 | Professionals | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 50.00% |
| SOCIAL WORKER II | PF 27 | $ 40.26 | Professionals | SOCIAL WORKER I | PF 23 | $ 36.46 | 10.42% |
| ELEC HLTH REC COORDINATOR | MSC27 | $ 39.88 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 41.42% |
| SYSTEM SUPPORT ANALYST | MSC27 | $ 39.88 | Technicians | | | | |
| HEALTH PRG SPECIALIST I | PF 26 | $ 39.27 | Professionals | | | | |



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Health and Human Services (continued)

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| ELIGIBILITY SPECIALST III | MSC25 | $ 37.96 | Administrative Support | ELIGIBILITY SPECIALIST II | MSC21 | $ 34.38 | 10.41% |
| ELIGIBILITY SUPERVISOR | MSC24 | $ 37.03 | Administrative Support | ELIGIBILITY SPECIALST III | MSC25 | $ 37.96 | -2.45% |
| SOCIAL WORKER I | PF 23 | $ 36.46 | Professionals | SOCIAL SERVICES ASSISTANT | MSC20 | $ 33.54 | 8.71% |
| ELIGIBILITY SPECIALIST II | MSC21 | $ 34.38 | Administrative Support | ELIGIBILITY SPECIALIST I | MSC17 | $ 31.14 | 10.40% |
| SOCIAL SERVICES ASSISTANT | MSC20 | $ 33.54 | Paraprofessionals | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 18.94% |
| ELIGIBILITY SPECIALIST I | MSC17 | $ 31.14 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 10.43% |
| PUBLIC HEALTH ASSISTANT | MSC16 | $ 30.38 | Paraprofessionals | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 7.73% |
| VOCATIONAL ASSISTANT | MSC09 | $ 25.53 | Paraprofessionals | OFFICE ASSISTANT I | MSC09 | $ 25.53 | 0.00% |

The salary for Eligibility Supervisor is 2.45% below Eligibility Specialist III. The department indicated that they are using Health Services Supervisor to supervise Eligibility Specialists, so the Eligibility Supervisor class could be eliminated. If the County wants to keep the classification, it should consider increasing the salary to be at least 7.5% above the Eligibility Specialist III (lead class).



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Human Resources

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| HUMAN RESOURCES DIRECTOR | UDH35 | $ 86.50 | Officials and Administrators | PRINCIPAL HR ANALYST | MGT22 | $ 63.00 | 37.30% |
| PRINCIPAL HR ANALYST | MGT22 | $ 63.00 | Professionals | HUMAN RESOURCE ANALYST II | CNF39 | $ 53.63 | 17.47% |
| HUMAN RESOURCE ANALYST II | CNF39 | $ 53.63 | Professionals | HUMAN RESOURCE ANALYST I | CNF35 | $ 48.61 | 10.33% |
| HUMAN RESOURCE ANALYST I | CNF35 | $ 48.61 | Professionals | HUMAN RESOURCE TECHNICIAN II | CNF27 | $ 39.88 | 21.89% |
| HUMAN RESOURCE TECHNICIAN II | CNF27 | $ 39.88 | Administrative Support | HUMAN RESOURCE TECHNICIAN I | CNF23 | $ 36.12 | 10.41% |
| HUMAN RESOURCE TECHNICIAN I | CNF23 | $ 36.12 | Administrative Support | HUMAN RESOURCES ASSISTANT | CNF16 | $ 30.38 | 18.89% |
| HUMAN RESOURCES ASSISTANT | CNF16 | $ 30.38 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 7.73% |

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Library

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| COUNTY LIBRARIAN | DH 32 | $ 80.32 | Officials and Administrators | LIBRARIAN | PF 23 | $ 36.46 | 120.30% |
| LIBRARIAN | PF 23 | $ 36.46 | Professionals | LIBRARY ASSISTANT II | MSC12 | $ 27.51 | 32.53% |
| LITERACY PROGRAM COORDINA | PF 23 | $ 36.46 | Professionals | LIBRARY ASSISTANT II | MSC12 | $ 27.51 | 32.53% |
| LIBRARY ASSISTANT II | MSC12 | $ 27.51 | Administrative Support | LIBRARY ASSISTANT I | MSC09 | $ 25.53 | 7.76% |
| LIBRARY ASSISTANT I | MSC09 | $ 25.53 | Administrative Support | OFFICE ASSISTANT I | MSC09 | $ 25.53 | 0.00% |

The County places an advanced journey-level classification at least 10% above the journey-level classification. Library Assistant II is approximately 7.5% above Library Assistant I. Library Assistant I is described in the class specification as entry to journey level, and Library Assistant II is described as advanced journey level with possible lead duties over clerical staff; therefore, Library Assistant II should be at least 10% above Library Assistant I.

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Probation

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| CHIEF PROBATION OFFICER | DH 51 | $ 99.18 | Officials and Administrators | ASST CHIEF PROBATION OFF | MGS16 | $ 81.96 | 21.01% |
| ASST CHIEF PROBATION OFF | MGS16 | $ 81.96 | Officials and Administrators | CHIEF DPTY PROBATION OFFR | MGS06 | $ 64.02 | 28.02% |
| CHIEF DPTY PROBATION OFFR | MGS06 | $ 64.02 | Protective Service Workers | SUPERVISING PROBATION OFF | DSS25 | $ 52.58 | 21.76% |
| SUPERVISING PROBATION OFF | DSS25 | $ 52.58 | Protective Service Workers | DEPUTY PROBATION OFFCR II | DSS19 | $ 45.34 | 15.97% |
| COUNSELOR IV | PF 35 | $ 49.07 | Technicians | COUNSELOR III | PF 31 | $ 44.45 | 10.39% |
| DEPUTY PROBATION OFFCR II | DSS19 | $ 45.34 | Protective Service Workers | DEPUTY PROBATION OFFCR I | DSS15 | $ 41.06 | 10.42% |
| COUNSELOR III | PF 31 | $ 44.45 | Technicians | COUNSELOR II | MSC28 | $ 40.88 | 8.73% |
| DEPUTY PROBATION OFFCR I | DSS15 | $ 41.06 | Protective Service Workers | PROBATION ASSISTANT | DSS01 | $ 29.02 | 41.49% |
| COUNSELOR II | MSC28 | $ 40.88 | Technicians | COUNSELOR I | MSC24 | $ 37.03 | 10.39% |
| COUNSELOR I | MSC24 | $ 37.03 | Technicians | PEER SUPPORT SPECIALIST | MSC10 | $ 26.17 | 41.50% |
| PROBATION ASSISTANT | DSS01 | $ 29.02 | Protective Service Workers | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 2.91% |
| WORK CREW SUPERVISOR | MSC14 | $ 28.90 | Protective Service Workers | | | | |

The County places an advanced journey-level classification at least 10% above the journey-level classification. There is no Counselor III class specification online, so the level is not known by the consultant. Counselor III is approximately 8.5% above Counselor II. If Counselor III is the advanced journey level, then it should be 10% above Counselor II.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Public Works

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| DIR OF PUB WRKS/AIRPT OPR | DH 41 | $ 94.05 | Officials and Administrators | ASST DIRECTOR PUBLIC WRKS | MGT38 | $ 87.67 | 7.28% |
| ASST DIRECTOR PUBLIC WRKS | MGT38 | $ 87.67 | Officials and Administrators | ASSOCIATE CIVIL ENGINEER | PF 48 | $ 63.43 | 38.22% |
| ASSOCIATE CIVIL ENGINEER | PF 48 | $ 63.43 | Professionals | ASSISTANT ENGINEER | PF 37 | $ 48.34 | 31.22% |
| PUBLIC WORKS SUPT | MGT16 | $ 50.90 | Service-Maintenance | PUBLIC WORKS SUPERVISOR | MSC32 | $ 42.31 | 20.30% |
| PUBLIC WORKS PROGRAM MGR | PF 39 | $ 50.79 | Professionals | | | | |
| ASSISTANT ENGINEER | PF 37 | $ 48.34 | Professionals | ENGINEER TECHNICIAN III | MSC34 | $ 44.46 | 8.73% |
| EQUIP MAINT SUPERVISOR | MSC35 | $ 45.57 | Skilled Craft Workers | EQUIP MECHANIC | MSC25 | $ 35.59 | 28.04% |
| ENGINEER TECHNICIAN III | MSC34 | $ 44.46 | Technicians | ENGINEER TECHNICIAN II | MSC30 | $ 40.27 | 10.40% |
| TRANSIT MANAGER | MGT10 | $ 43.88 | Technicians | LEAD TRANSIT SPECIALIST | MSC27 | $ 37.39 | 17.36% |
| PUBLIC WORKS SUPERVISOR | MSC32 | $ 42.31 | Skilled Craft Workers | ROAD MAINT LEADWORKER | MSC29 | $ 39.29 | 7.69% |
| ASSOCIATE SURVEYOR | MSC30 | $ 40.27 | Professionals | | | | |
| ENGINEER TECHNICIAN II | MSC30 | $ 40.27 | Technicians | ENGINEER TECHNICIAN I | MSC26 | $ 36.48 | 10.40% |
| OPERATIONS SUPERVISOR | MSC30 | $ 40.27 | Service-Maintenance | LEAD TRANSIT SPECIALIST | MSC27 | $ 37.39 | 7.70% |
| HEAVY EQUIP MECHANIC | MSC29 | $ 39.29 | Skilled Craft Workers | EQUIP MECHANIC | MSC25 | $ 35.59 | 10.40% |
| ROAD MAINT LEADWORKER | MSC29 | $ 39.29 | Skilled Craft Workers | ROAD MAINT WORKER IV | MSC26 | $ 36.48 | 7.70% |
| LEAD TRANSIT SPECIALIST | MSC27 | $ 37.39 | Service-Maintenance | TRANSIT DRIVER | MSC16 | $ 28.48 | 31.29% |
| ENGINEER TECHNICIAN I | MSC26 | $ 36.48 | Technicians | ENGINEER TECH TRAINEE | MSC22 | $ 33.04 | 10.41% |
| ROAD MAINT WORKER IV | MSC26 | $ 36.48 | Skilled Craft Workers | ROAD MAINT WORKER III | MSC22 | $ 33.04 | 10.41% |
| EQUIP MECHANIC | MSC25 | $ 35.59 | Skilled Craft Workers | | | | |
| TIME-MATERIAL & SFTY ASST | MSC24 | $ 34.72 | Technicians | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 23.12% |
| ENGINEER TECH TRAINEE | MSC22 | $ 33.04 | Technicians | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 17.16% |
| ROAD MAINT WORKER III | MSC22 | $ 33.04 | Skilled Craft Workers | ROAD MAINT WORKER II | MSC18 | $ 29.93 | 10.39% |
| TRAFFIC CONT TECH II | MSC22 | $ 33.04 | Skilled Craft Workers | TRAFFIC CONT TECH I | MSC18 | $ 29.93 | 10.39% |
| PARKS AND REC LEADWORKER | MSC19 | $ 30.68 | Service-Maintenance | PARKS AND REC ATTENDANT | MSC17 | $ 29.19 | 5.10% |
| ROAD MAINT WORKER II | MSC18 | $ 29.93 | Skilled Craft Workers | ROAD MAINT WORKER I | MSC14 | $ 27.10 | 10.44% |
| TRAFFIC CONT TECH I | MSC18 | $ 29.93 | Skilled Craft Workers | | | | |
| PARKS AND REC ATTENDANT | MSC17 | $ 29.19 | Service-Maintenance | | | | |
| TRANSIT DRIVER | MSC16 | $ 28.48 | Service-Maintenance | | | | |
| ROAD MAINT WORKER I | MSC14 | $ 27.10 | Skilled Craft Workers | ROAD MAINT WORKER TRAINEE | MSC10 | $ 24.53 | 10.48% |



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Public Works (continued)

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| PUBLIC WORKS LABORER | MSC10 | $ 24.53 | Service-Maintenance | | | | |
| ROAD MAINT WORKER TRAINEE | MSC10 | $ 24.53 | Skilled Craft Workers | PUBLIC WORKS LABORER | MSC10 | $ 24.53 | 0.00% |

The County places a first line manager 15-20% above the highest level managed or supervised. Department heads should also be at least 15-20% above the highest level directed. The Director of Public Works is only approximately 7% above Assistant Director of Public Works.

The County places an advanced journey-level classification at least 10% above the journey-level classification. Parks and Recreation Leadworker is only approximately 5% above Parks and Recreation Attendant. There is no specific County guideline for the recommended differential between a lead classification and an advanced journey-level classification; however, it appears that a 10% differential is the most appropriate.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Sheriff-Coroner

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| SHERIFF/CORONER | ELE19 | $ 127.04 | Officials and Administrators | ASSISTANT SHERIFF | MGS20 | $ 84.81 | 49.79% |
| ASSISTANT SHERIFF | MGS20 | $ 84.81 | Officials and Administrators | LIEUTENANT | MGS10 | $ 66.26 | 28.00% |
| LIEUTENANT | MGS10 | $ 66.26 | Protective Service Workers | SERGEANT | DSS31 | $ 57.19 | 15.86% |
| SERGEANT | DSS31 | $ 57.19 | Protective Service Workers | DEPUTY SHERIFF | DSS24 | $ 48.09 | 18.92% |
| DEPUTY SHERIFF | DSS24 | $ 48.09 | Protective Service Workers | DEPUTY SHERIFF TRAINEE | FLAT | $ - | |
| CORRECTIONAL CORPORAL | DSS20 | $ 43.56 | Protective Service Workers | CORRECTIONAL OFFICER | DSS17 | $ 40.45 | 7.69% |
| DISPATCHER SUPERVISOR | DSA28 | $ 42.06 | Administrative Support | DISPATCHER | DSA22 | $ 36.26 | 16.00% |
| CORRECTIONAL OFFICER | DSS17 | $ 40.45 | Protective Service Workers | | | | |
| DISPATCHER | DSA22 | $ 36.26 | Administrative Support | DISPATCHER TRAINEE | DSA18 | $ 32.84 | 10.41% |
| EMERGENCY SERVICES TECH | DSA22 | $ 36.26 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 28.58% |
| SHERIFF'S TECHNICIAN | DSA22 | $ 36.26 | Administrative Support | SHERIFF'S RECORD CLERK | DSA11 | $ 27.62 | 31.28% |
| DISPATCHER TRAINEE | DSA18 | $ 32.84 | Administrative Support | OFFICE ASSISTANT II | MSC13 | $ 28.20 | 16.45% |
| CHIEF ANIMAL CONT OFFICER | DSA17 | $ 32.04 | Protective Service Workers | ANIMAL CONTROL OFFICER | DSA13 | $ 29.03 | 10.37% |
| BOOKING CLERK | DSA15 | $ 30.50 | Administrative Support | | | | |
| ANIMAL CONTROL OFFICER | DSA13 | $ 29.03 | Service-Maintenance | | | | |
| SHERIFF'S RECORD CLERK | DSA11 | $ 27.62 | Administrative Support | SHERIFF'S CLERK | DSA02 | $ 22.10 | 24.98% |
| SHERIFF'S CLERK | DSA02 | $ 22.10 | Administrative Support | OFFICE ASSISTANT I | MSC09 | $ 25.53 | -13.44% |
| DEPUTY SHERIFF TRAINEE | FLAT | $ - | Protective Service Workers | | | | |

The County places a first line supervisor at least 15% above the highest non-lead worker level supervised. Correctional Corporal is a supervisory classification that is currently only approximately 7.5% above Correctional Officer; therefore, Correctional Corporal should be increased.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# Treasurer-Tax Collector

| Class Title | Salary Range | Maximum Hourly Salary | EEO-4 Category | Lower Class Title | Lower Class Range | Lower Class Maximum Hourly Salary | % Class is Above Lower Class |
|---|---|---|---|---|---|---|---|
| TREAS/TAX COLL-PUB GUARD | ELE05 | $ 84.06 | Officials and Administrators | ASST TREAS-TAX COLLECTOR | MGT15 | $ 52.97 | 58.69% |
| ASST TREAS-TAX COLLECTOR | MGT15 | $ 52.97 | Officials and Administrators | | | | |

Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to

# APPENDIX F: Consultant Biography

**Kim Catacutan**
Human Resources Consultant
Catacutan Consulting, LLC

Kim Catacutan is a human resources consultant who specializes in classification and compensation, recruitment and selection, and organizational assessment. She approaches projects with a positive, collaborative attitude and uses data-driven methods to develop sound, strategic human resources recommendations. Her project management, communication, and organizational skills, combined with her attention to detail, allow her to efficiently and effectively complete projects and provide deliverables to her clients.

During her years as a human resources consultant for Catacutan Consulting, Municipal Resources Group (MRG) and CPS HR Consulting, Kim has completed complex classification and compensation studies, executive recruitments, and organizational assessments for cities, counties, special districts, universities, and state departments.

Prior to being a consultant, Kim was as a human resources professional for the City of Sacramento and UC Davis. She also spent several years as a production manager at a social media background screening company where she managed a team of analysts and focused on workplace safety for their clients. Kim also has experience as an operations manager and board member for nonprofit organizations, which involved writing policies and procedures, improving processes, increasing revenue, and coordinating hundreds of volunteers and staff.

In addition to her experience in human resources, Kim earned a Master of Arts in Industrial and Organizational Psychology from California State University, Sacramento, which included a master's thesis researching the relationship between test-score banding and job performance. She also holds a Bachelor of Science in Applied Developmental Psychology from California Polytechnic State University, San Luis Obispo, and received a Fair Credit Reporting Act (FCRA) certification from the Professional Background Screening Association.



Attachment: Final Report_Colusa County_Class and Comp Assessment_1-8-24 (9732 : Workshop to Discuss Classification & Compensation