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

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

**COLUSA COUNTY**
**Board of Supervisors**

# Agenda

March 16, 2021

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

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

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

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of March 2, 2021 Closed Session
- Announcement of Closed Session

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

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

## CONSENT AGENDA

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

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

2. TREASURER
Accept February 28, 2021 Treasury Monthly Investment Report as presented.

3. PRINCETON CEMETERY DISTRICT
Approve Conflict of Interest Code for the Princeton Cemetery District.

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

5. COUNTY COUNSEL/AIRPORT
Adopt a resolution approving modified Airport Advisory Committee bylaws correcting the member term of office and clarifying bylaw revision language.

6. COUNTY COUNSEL/AIRPORT
Approve ground lease with **R.S. Gimblin** at County Airport for Hanger 24, effective April 1, 2021 subject to payment of $213.05 representing the rental value from November 2020 through March 2021 to the County.

7. COUNTY COUNSEL
Ratify contract for professional services with **Downey Brand** effective March 2, 2021.

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 subject to Board approval.

9. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve joint letter with Partnership HealthPlan of California and 9 other counties to the California Department of Health Care Services (DHCS) indicating Colusa

County's intent to transition to a Partnership Health Plan Medi-Cal Managed Care Plan (MCP).

10. PURCHASING AND PROCUREMENT/MENTAL HEALTH
Approve Fourth Modification to Contract C18-077 with **Skyway House, Inc.** for alcohol/drug abuse treatment residential treatment services.

11. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Approve Third Modification to Agreement with **AirCon Energy, Inc.** for installation of energy efficiency projects at County facilities.

## END OF CONSENT AGENDA

**IV.** HUMAN RESOURCES

1. Adoption of revised Job Class Table reflecting all classification range changes for the period of October 1, 2020 through January 1, 2021 with an effective date of January 1, 2021.

HUMAN RESOURCES/AG COMMISSION

2. Approve an exception to the 28 hour per week limitation on Extra Help hires to address the increased workload due to existing vacancies and higher workload demand on staff in the Ag Department during peak season.

**V.** AUDITOR

1. Approve Special Claims.

**VI.** COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING AND BUILDING

1. Acknowledge receipt of the 2020 Annual General Plan Progress Report.

**VII.** COUNTY ADMINISTRATIVE OFFICE

1. Approve Agreement with **Noel J. O'Neill**, LMFT to provide Interim Behavioral Health Services Director services.

2. Approve Legal Services Agreement with **Prentice/Long P.C.** for Interim County Counsel Services.

**VIII.** BOARD OF SUPERVISORS

1. Approve a Memo declining to authorize the issuance of a Tax Revenue Anticipation Note (TRAN) for Maxwell Unified School District.

2. Adopt a Proclamation acknowledging Marcos Kropf for his dedication and years of service to the County.

**IX.** SUPERVISORS' REPORTS OR COMMENTS

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

**RECESS**

**XI.** CLOSED SESSION/COUNTY COUNSEL

1. EMPLOYEE PERFORMANCE EVALUATION
   California Government Code section 54957(b). Title: County Administrative Officer.

**9:30 a.m.** **PUBLIC HEARING**

PUBLIC WORKS/ROAD DEPARTMENT/EAST PARK RESERVOIR

1. Public Hearing to consider the issuance of an assembly license for Viive Events LLC, for a lantern festival to be held in the Spring of 2021 located at the East Park Reservoir subject to any conditions imposed by the Board.

**ADJOURN**

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

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

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

**COUNTY OF COLUSA, CA** **1.1**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

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

**FROM:** **Ann Nordyke**

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

Update on the COVID-19 Pandemic.

## Detailed Description/Background of request

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

## Prior Board Action

None.

## Fiscal Impact/Funding Source

None.

## Action for the Clerk

None.

**COUNTY OF COLUSA, CA** **3.1**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **Board of Supervisors** |
| **FROM:** | **Ann Nordyke** |
| **SUBJECT:** | **Approve the March 2, 2021 Board of Supervisors meeting minutes** |

Approve the March 2, 2021 Board of Supervisors meeting minutes.

## Detailed Description/Background of request
None.

## Prior Board Action
None.

## Fiscal Impact/Funding Source
**None.**

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

## ATTACHMENTS:

- 03-02-21 Minutes (PDF)

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

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

# Minutes

March 2, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 2nd day of March 2021 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, Daurice K. Smith, J. Merced Corona, Denise J. Carter, and Gary J. Evans.

Present: Marcos Kropf, Jennifer Sutton, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
Jolene Church, Amy Rosales, Human Resources Department.
Greg Plucker, Community Development Department.
Mike Azevedo, Public Works Department.
Arnie Gross, Kathy Scriven, Assessor's Office.
Joe Garofalo, Brenna Van Atta, Sheriff's Office.
Kaline Moore, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Paul Spencer, Probation Department.
Lew Manor, State of Jefferson.
Denise Conrado, Colusa City Council.
Susan Meeker, Pioneer Review.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. Manor gives an update on the State of Jefferson movement.

REPORT OUT OF FEBRUARY 16, 2021 CLOSED SESSION

1. LIABILITY CLAIM

California Government Code section 54956.95. Claimant: Fire Insurance Exchange/Steven McAllister. Counsel states there is no reportable action.

Attachment: 03-02-21 Minutes (6432 : Approve the March 2, 2021 Board of Supervisors meeting minutes)

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957. Counsel states there is no reportable action.

3. REAL ESTATE NEGOTIATIONS
California Government Code 54952.6. Counsel states there is no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Mr. Kropf announces Closed Session Items session as follows:

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957.

2. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Administrative Officer.

**I.** HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly.

**II.** STAFF REPORTS

Mr. Gross introduces Ms. Scriven, the new Assistant Assessor.

Mr. Plucker gives an update on the implementation of the new permitting software system, which will launch April 1, 2021 and speaks to the remote inspection system feature briefly.

Mr. Azevedo gives an update on the Airport leach field project, which will be completed by the end of next week.

**CONSENT AGENDA**

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

1. BOARD OF SUPERVISORS

Approve the February 16, 2021 Board of Supervisors meeting minutes.

2. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

Approve Contract No. **C21-027** with the California Emergency Solutions and Housing Grant Sub-recipient Agreement with **Glenn County** and authorize County Administrative Officer to sign.

3. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

Approve Contract No. **C21-028** Sub-recipient Agreement with **Glenn County** for Emergency Solutions Grant Funds effective August 26, 2020 and authorize County Administrative Officer to sign the agreement and Exhibit D.

4. HEALTH AND HUMAN SERVICES/HEALTH DEPARTMENT

Approve Contract No. **C21-029** 1st Modification to **Rave Wireless, Inc. dba Rave Mobile Safety** for county-wide, mass emergency notification system.

Attachment: 03-02-21 Minutes (6432 : Approve the March 2, 2021 Board of Supervisors meeting minutes)

5. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

Approve Contract No. **C21-030** Amendment to Memorandum of Understanding with **Glenn County Community Action Department** to share the cost of services performed by CAD Housing Program Manager and authorize CAO to sign.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C21-031** with **Aurora Behavioral Healthcare - Santa Rosa** to provide County with mental health services, effective October 1, 2020.

7. HUMAN RESOURCES/PERSONNEL

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

8. PUBLIC WORKS/AIRPORT

Approve assignment of County Contract No. C20-049 with Reinard W. Brandley Consulting for Airport Consulting services to **Brandley Engineering, Inc.**

9. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROAD DEPARTMENT

Approve assignment of County Contract No. C19-137 with David M. McCullough Excavating for Construction Rental Equipment With Operator to **McCullough Excavating, LLC.**

10. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROAD DEPARTMENT

Approve assignment of County Contract No. C19-142 with David M. McCullough Excavating for Construction Rental Equipment Without Operator to **McCullough Excavating, LLC.**

11. SHERIFF/HOMELAND SECURITY-LAWENFC/OES

Adopt **Resolution No. 21-009** authorizing Sheriff/OES Director or his designee to sign grant application documents, receive and expend funds outlined in spending plan for ongoing State Homeland Security Grant Program.

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

**IV.** AUDITOR/AUDITOR

1. Approve Special Claims as follows:

| Claim # | Fund/Department | Vendor | Amount |
|---|---|---|---|
| 642023 | BUILDING FUND | SUN VALLEY ACCOUSTICAL CORP | $7,043.40 |

Comments received by Ms. Tyler.

Attachment: 03-02-21 Minutes (6432 : Approve the March 2, 2021 Board of Supervisors meeting minutes)

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

**V.** COUNTY ADMINISTRATIVE OFFICE

1. Approve a Letter to Senator Talamantes-Eggman and Assemby Member Arambula in support of the IHSS collective bargaining budget proposal cosponsored by CSAC, RCRC, CAPA, CWDA, UCC, UDW/AFSCME Local 3930 and SEIU California.

Comments received by Ms. Tyler.

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

**9:32 a.m.** (9:30 a.m. Item on Agenda)

**PUBLIC HEARING**

Chair Evans makes time for a Public Hearing and adoption of a proposed Ordinance amending certain Industrial Hemp provisions (including adding Industrial Hemp cultivation in the Upland Conservation (U-C) zoning district) of Section 11-8 of Chapter 11 of the Colusa County Code.

Comments received by Mr. Plucker.

9:33 a.m. Chair Evans opens the Public Hearing and calls for Public Comment. Hearing none, Chair Evans closes the Public Hearing.

COMMUNITY DEVELOPMENT/PLANNING & BUILDING

1. Adopt **Ordinance No. 813** amending certain Industrial Hemp provisions (including adding Industrial Hemp cultivation in the Upland Conservation (U-C) zoning district) of Section 11-8 of Chapter 11 of the Colusa County Code.

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

COUNTY ADMINISTRATIVE OFFICE/HEALTH DEPARTMENT

2. Approve Contract No. **C21-032** with **44th District Agricultural Association** for rent of Atwood Hall commencing March 2, 2021 through September 30, 2021 and authorize County Administrator to sign.

Comments received by Ms. Tyler.

Attachment: 03-02-21 Minutes (6432 : Approve the March 2, 2021 Board of Supervisors meeting minutes)

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

**VI.** BOARD OF SUPERVISORS

1. Adopt **Resolution No. 21-010** Recognizing that California's Blueprint for a Safer Economy and Vaccine Allocation Formulas and Guidelines Provide a One-Size-Fits-All Approach to Reopening Communities that is Detrimental to Rural Jurisdictions with changes.

Comments received by Ms. Tyler.

Chair Evans states the Board acknowledges a letter received from Ms. Myer's dated February 28, 2021 as part of these proceedings and the letter will be filed in the Board Clerk's Office. **(Letter on file in Clerk's Office)**

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

**VII.** SUPERVISORS' REPORTS OR COMMENTS

Supervisor Smith

Meetings/functions attended:

- Constituents call regarding mushroom plant
- COVID-19 Briefing
- COVID-19 Vaccine Briefings

Supervisor Boes

Meetings/functions needed:

- Williams Unified School District Community meeting
- Transportation and Transit meeting
- Regional Housing Authority meeting
- CSAC Resiliency Committee meeting
- COVID-19 Briefing
- Child Support Leadership Advisory Committee meeting

Supervisor Corona

Meetings/functions attended:

- First 5 Commission meeting
- Calls from constituents regarding senior vaccine shots
- Calls from constituents regarding road conditions
- Calls from constituents regarding street racing
- Calls from constituents regarding reopening schools and sports

Supervisors Carter

Meetings/functions attended:

- Colusa Groundwater Authority Board meeting
- CSAC Rural Caucus COVID Working Group

Attachment: 03-02-21 Minutes (6432 : Approve the March 2, 2021 Board of Supervisors meeting minutes)

Airport Land Use Commission meeting
Calls from constituents regarding vaccine

Supervisor Evans
Meetings/functions attended:
Agenda Review
Transportation and Transit meeting
Colusa Groundwater Authority Board meeting
Sites meeting
Calls with Mr. Brown from Sites Authority

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

Ms. Tyler states HBE advises the legislation for abolishment of the Road Commissioner will not be in the Omnibus bill due to hearing requirements. Senator Nielsen will sponsor the bill as an amendment to SB79, and it will include an urgency clause to become effective upon signing.

Ms. Tyler states Budget Ad-hoc meetings are being scheduled and the budget instructions are being worked on.

**10:00 a.m.** Chair Evans makes time for the employee recognition presentation honoring County employees reaching milestone years of service for the County of Colusa between July 1, 2020 and December 31, 2020.

| Employee | Position | Department | Years |
|---|---|---|---|
| ANTHONY HALL | THERAPIST II | BHS | 15 |
| DEVIN KELLEY | FISCAL PROGRAM ANALYST | DA | 15 |
| DONNA DENNIS | PROGRAM MANAGER II | DHHS | 25 |
| LORRAINE MCKEY | CASE MANAGER | DHHS | 25 |
| BEATRICE CAMPBELL | OFFICE ASSISTANT SUPERVISOR | DHHS | 30 |
| PAUL SPENCER | DEPUTY PROBATION OFFICER II | PROBATION | 15 |
| BRENNA VAN ATTA | DISPATCHER SUPERVISOR | SHERIFF | 15 |
| IRMA CULL | BOOKING CLERK | SHERIFF | 25 |

Ms. Church presents those employees present with a certificate and thanks everyone for their years of service.

Chair Evans declares a recess at 10:05 a.m. to convene in Closed Session.

**IX.** CLOSED SESSION/COUNTY COUNSEL

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957.

2. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Administrative Officer.

Chair Evans adjourned the meeting at 11:22 a.m. to reconvene in Regular Session on March 16, 2021 at the hour of 9:00 a.m.

Attachment: 03-02-21 Minutes (6432 : Approve the March 2, 2021 Board of Supervisors meeting minutes)

_____
Gary J. Evans, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 03-02-21 Minutes (6432 : Approve the March 2, 2021 Board of Supervisors meeting minutes)

**COUNTY OF COLUSA, CA** **3.2**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Treasurer**

**FROM:** **Cindy Dillard**

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

Accept February 28, 2021 Treasury Monthly Investment Report as presented.

## Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

## Prior Board Action

## Fiscal Impact/Funding Source

## Action for the Clerk

None

**ATTACHMENTS:**

- February 28 Treasurer's Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 03.16.21
AS OF 02.28.21

| SBA | BOOK VALUE | YIELD | COUPON | ORIGINAL FACE PAR | PAYDOWNS RECEIVED | COUNTY PAR | 55 DAYS DELAY PAYMENTS | UNION BANK PAR | MATURITY | MARKET VALUE | GAIN/LOSS | DATE SOLD | PERCENTAGE OF PORTFOLIO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SBATotal** | - | | | | - | - | - | - | | - | 0.00 | | 0.0% |
| **AGENCY BONDS** | | | | | | | | | | | | | |
| **Agency Total** | - | | | | | - | | - | | - | 0.00 | | 0.0% |
| **MUNICIPAL BONDS** | | | | | | | | | | | | | |
| 574348CB2 | 547,904.85 | 0.67% | 0.881% | 547,904.85 | | 545,000.00 | | 545,000.00 | 06/01/23 | 546,171.75 | | | |
| 574348CC0 | 705,005.00 | 0.87% | 1.075% | 705,005.00 | | 700,000.00 | | 700,000.00 | 06/01/24 | 700,777.00 | | | |
| 574348CD8 | 707,917.00 | 1.02% | 1.275% | 707,917.00 | | 700,000.00 | | 700,000.00 | 06/01/25 | 696,010.00 | | | |
| 797299LXO | 699,030.18 | 0.85% | 3.640% | 698,221.80 | | 615,000.00 | | 615,000.00 | 10/15/25 | 686,561.40 | | | |
| 260888AD4 | 402,096.00 | 0.87% | 0.972% | 402,096.00 | | 400,000.00 | | 400,000.00 | 06/01/26 | 394,616.00 | | | |
| 130179KW3 | 887,293.42 | 1.51% | 3.181% | 878,528.00 | | 800,000.00 | | 800,000.00 | 04/01/27 | 850,816.00 | | | |
| 899141BB0 | 698,077.05 | 1.18% | 2.713% | 693,578.75 | | 635,000.00 | | 635,000.00 | 05/01/27 | 672,496.75 | | | |
| 260888AE2 | 606,030.00 | 1.20% | 1.367% | 606,030.00 | | 600,000.00 | | 600,000.00 | 06/01/27 | 591,864.00 | | | |
| 79771FBP1 | | | | | | | | | | | 993.85 | 12.24.20 | |
| 79771FAY3 | | | | | | | | | | | 2,708.80 | 12.24.20 | |
| 79771FAF4 | | | | | | | | | | | 3,082.00 | 12.24.20 | |
| UKIAH BOND (4) | sold position prior to taking possession | | | | | | | | | | 19,007.60 | 12.17.20 | |
| **Municipal Total** | 5,253,353.50 | | | 5,239,281.40 | | 4,995,000.00 | | 4,995,000.00 | | 5,139,312.90 | | | 4.8% |
| **Grand Total** | **5,253,353.50** | | | **5,239,281.40** | - | **4,995,000.00** | - | **4,995,000.00** | | **5,139,312.90** | **25,792.25** | | |
| **Interest Liability** | (14,072.10) | | | | | | | | | | | Unrealized | |
| **NET BOOK** | 5,239,281.40 | | | | | | | | | | (99,968.50) | Gain/Loss | |

**LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND**

| | | QTR TO DATE | DAILY | | |
|---|---|---|---|---|---|
| SRWSLD | 65,881.82 | 0.435% | 0.397% | | |
| REC DIST 108 | 15,182.05 | 0.435% | 0.397% | | |
| REC DIST 1004 | - | 0.435% | 0.397% | | |
| COUNTY | 62,900,000.00 | 0.435% | 0.397% | | |
| CCOE | 40,000,000.00 | 0.435% | 0.397% | | |
| TOTAL LAIF | 102,981,063.87 | | | | 95.0% |
| CASH | 184,317.76 | | | | 0.2% |
| TOTAL LIQUID | 103,165,381.63 | | **95.15%** | **Liquidity** | |
| GRAND TOTAL | 108,418,735.13 | | | | 100.0% |

**INTEREST RECEIVED**

| | | | |
|---|---|---|---|
| Jan-Feb 2021 | 164,228.03 | 2/28/2021 | Est. 0.4% |
| Oct-Nov-Dec 2020 | 199,902.21 | 12/31/2020 | Est. 0.8% |
| July-Aug-Sept 2020 | 448,059.44 | 9/30/2020 | 1.87% |
| April-May-June 2020 | 390,780.16 | 6/30/2020 | 1.55% |
| Jan-Feb-March 2020 | 1,156,018.35 | 3/31/2020 | 4.55% |
| 2019 | 2,191,484.23 | 12/31/2018 | 1.96% |

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 95.15%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: February 28 Treasurer's Report [Revision 1] (6273 : Treasurer's Monthly Investment Report)

**COUNTY OF COLUSA, CA** **3.3**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Board of Supervisors**

**FROM:** **Melissa Kitts**

**SUBJECT:** **Accept Conflict of Interest Code**

Approve Conflict of Interest Code for the Princeton Cemetery District.

## Detailed Description/Background of request

The Political Reform Act of 1974 (Government Code Sections 81000, et seq.), requires each state and local government agency to adopt and promulgate a Conflict Of Interest Code (COIC). The COIC must be reviewed biennially by the agency and updated if needed.

On September 28, 2020, the Board Clerk's office received Princeton Cemetery District's Local Agency Biennial Notice indicating that they were in the process of adopting a COIC. The Fair Political Practices Commission (FPPC) states that the COIC must be forwarded to the code reviewing body for approval within 90 days of receipt the Biennial Notification. The District submitted their COIC on November 28, 2020 for approval at the December 15, 2020 meeting, but the code was deemed insufficient during the review process. The District has since approved a revised COIC and has resubmitted for Board approval.

Under California Government Code 87303, the code reviewing body, in this instance the Board of Supervisors, must do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and re-submission within 60 days.

When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

## Prior Board Action

None.

## Fiscal Impact/Funding Source

None

**Action for the Clerk**

Send notification to the Princeton Cemetery District that their Conflict of Interest Code has been reviewed and accepted by the Board of Supervisors to 101 Commercial Street, Princeton, CA 95970.

**ATTACHMENTS:**

- 02-23-21 Princeton Cemetery District - Conflict of Interest Code (PDF)

RECEIVED
FEB 23 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

# Conflict of Interest Code
# for the
# Princeton Cemetery District

**The Political Reform Act (Government Code Section 8100, et seq.) requires state and local agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regulations Section 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practice commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practice Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of Princeton Cemetery District.**

**Pursuant to Section 4(A) of the standard code, designated officials and employees shall file their Statement of Economic Interest with the Colusa County clerk and Recorder's Office, who shall make the statements available for public inspection and reproduction pursuant to Government Code Section 81008. Upon receipt of the statement(s) the agency shall make and retain a copy and forward the original to the Fair Political Practices Commission.**

**Adopted by the Princeton Cemetery District on February 18, 2021 by vote of three (3) ayes.**

| | | |
|---|---|---|
| Marie Clare | Tina Gordon | Marie Johnson |
| Chairperson | Director | Director |

Attachment: 02-23-21 Princeton Cemetery District - Conflict of Interest Code (6421 : Accept Conflict of Interest Code)

# APPENDIX A
## Part I – Designated Officials and Employees

| Position | Disclosure Category |
|---|---|
| **Board of Directors** | 1 |

## Part II – Disclosure Categories

1. **Interest in real property:**

   Investments and business positions in any business entity of income from any source of the business entity or source of income manufactures or sell supplies, machinery or equipment of the type utilized by the District.

   Investments and business positions in any business entity or income from any source if the business entity or source of income is a contractor or subcontractor engaged in the performance of work or services of the type utilized by the District.

Attachment: 02-23-21 Princeton Cemetery District - Conflict of Interest Code (6421 : Accept Conflict of Interest Code)

**COUNTY OF COLUSA, CA** **3.4**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Human Resources**

**FROM:** **Ann Nordyke**

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

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

## Detailed Description/Background of request

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

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

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

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

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

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

## Prior Board Action

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

February 16, 2021 reconsidered/extended Resolution with no changes.
February 2, 2021 reconsidered/extended Resolution with no changes.
January 19, 2021 reconsidered/extended Resolution with no changes.
January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.
December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.
November 24, 2020 reconsidered/extended Resolution with no changes
November 10, 2020 reconsidered/extended Resolution with no changes
October 27, 2020 reconsidered/extended Resolution with no changes
October 13, 2020 reconsidered/extended Resolution with no changes
September 29, 2020 reconsidered/extended Resolution
September 15, 2020 reconsidered/extended Resolution
September 1, 2020 reconsidered/extended Resolution
August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.
August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.
June 30, 2020 reconsidered/extended the Resolution 35 days
June 2, 2020 reconsidered/extended the Resolution
May 5, 2020 reconsidered/extended the Resolution
April 21, 2020 reconsidered/extended the Resolution
April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008
March 24, 2020 Resolution 20-008 was adopted

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

**Action for the Clerk**
None

**ATTACHMENTS:**

- Resolution #20-008 (PDF)

# RESOLUTION NO. 20-008

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

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

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

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

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

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

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

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

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

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

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



Attachment: Resolution #20-008 (6435 : Revisit Resolution 20-008)

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

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

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

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

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

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

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

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



Attachment: Resolution #20-008 (6435 : Revisit Resolution 20-008)

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

**PASSED AND ADOPTED** this 5th day of January, 2021 by the following vote:

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

**NOES:** None.

**ABSENT:** None.

Denise J. Carter, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

**APPROVED AS TO FORM:**

_____
Marcos A. Kropf, County Counsel

Attachment: Resolution #20-008 (6435 : Revisit Resolution 20-008)

**COUNTY OF COLUSA, CA** **3.5**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **County Counsel**

**FROM:** **Marcos Kropf**

**SUBJECT:** **Resolution for modified Airport Advisory Bylaws**

Adopt a resolution approving modified Airport Advisory Committee bylaws correcting the member term of office and clarifying bylaw revision language.

## Detailed Description/Background of request

On September 1, 2020 the Board adopted a resolution reforming the Airport Advisory Committee consistent with newly adopted bylaws. The bylaws contained a legacy provision providing for the expiration date of the term of office of each member to be the first Monday in "May" in the year in which that member's term was to expire. The "May" date should have been "September" to allow a minimum of one year in a position given the fact that the Committee was reformed in September. Accordingly, this resolution provides for that minor correction from "May" to "September".

Additionally, consistent with the Board's authority over the composition, formation, and jurisdiction of the Committee, section 5.0 was adjusted to clarify that bylaw revisions initiated by the Committee must be presented to Board for approval while Board initiated revisions only require Board initiation and approval.

## Prior Board Action

In 1981 the Board adopted resolution 81-43 formalizing the Airport Advisory Committee.

On November 24, 1987 the Committee was designated to serve as the Airport Land Use Commission.

On June 2, 2020 the Board provided staff direction to provide the Airport Advisory Committee with draft bylaws for their comment.

On August 4, 2020 the Board approved revised bylaws for the Airport Advisory Committee effective upon its reformation.

On September 1, 2020 the Board approved a resolution dissolving and reforming the Airport Advisory Committee consistent with newly approved bylaws.

## Fiscal Impact/Funding Source

None anticipated.

**Action for the Clerk**

Provide revised copies of the bylaws to the Airport Advisory Committee

**ATTACHMENTS:**

- 2021 bylaw revision red-line (DOCX)
- 2021 bylaw revision (DOCX)
- Resolution for modified bylaws (DOCX)

# BYLAWS OF THE COLUSA COUNTY AIRPORT ADVISORY COMMITTEE

## ARTICLE I. PURPOSE

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

## ARTICLE II. MEMBERSHIP

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

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

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

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

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



Attachment: 2021 bylaw revision red-line (6420 : Modification Airport advisory committee bylaws)

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

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

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

## ARTICLE III. COMMITTEE OFFICERS

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

3.1 **Officer Duties.**

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

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

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

## ARTICLE IV. MEETINGS

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



Attachment: 2021 bylaw revision red-line (6420 : Modification Airport advisory committee bylaws)

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

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

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

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

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

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

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

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

## ARTICLE V. BYLAW REVISIONS

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

Attachment: 2021 bylaw revision red-line (6420 : Modification Airport advisory committee bylaws)

# BYLAWS OF THE COLUSA COUNTY AIRPORT ADVISORY COMMITTEE

## ARTICLE I. PURPOSE

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

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

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



Attachment: 2021 bylaw revision (6420 : Modification Airport advisory committee bylaws)

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

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

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3.1 **Officer Duties.**

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

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

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Attachment: 2021 bylaw revision (6420 : Modification Airport advisory committee bylaws)

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## ARTICLE V. BYLAW REVISIONS

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

Attachment: 2021 bylaw revision (6420 : Modification Airport advisory committee bylaws)

**RESOLUTION NO. 21- ____**

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

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

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

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

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

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

**AYES:**

**NOES:**

**ABSENT:**

_____
Gary J. Evans, Board Chair

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

By _____
Melissa Kitts, Deputy

**APPROVED AS TO FORM:**

_____
Marcos A. Kropf, County Counsel



Attachment: Resolution for modified bylaws (6420 : Modification Airport advisory committee bylaws)

**COUNTY OF COLUSA, CA** **3.6**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **County Counsel**

**FROM:** **Marcos Kropf**

**SUBJECT:** **Airport Ground Lease with R.S. Gimblin**

Approve ground lease with **R.S. Gimblin** at County Airport for Hanger 24, effective April 1, 2021 subject to payment of $213.05 representing the rental value from November 2020 through March 2021 to the County.

## Detailed Description/Background of request

On July 1, 2011 the County entered into a ground lease agreement with R.S. Gimblin for an area of the Colusa County Airport for a hanger. The location of the ground lease or "Premises" is known as hanger 24.

The original term of the ground lease was 5 years, expiring on July 1, 2016. The lease provided for a one-time 5 year lease renewal if exercised prior to the expiration of the lease for a total potential term of 10 years.

The one-time lease renewal option was not exercised and for an unknown reason following the expiration of this lease, a new lease was not created for this property. Nevertheless, the lessee continued to occupy the Premises and pay monies toward its rental value. When this oversight came to the County's attention a new proposed lease was prepared.

The County has been involved several negotiations over the terms of this new lease.

The new proposed lease terms differ from the original lease. The main differences are as follows:

1. The initial lease term has been increased from 5 years to 15 years. The new lease like the original allows a one-time lease renewal for an additional 15 years. The total lease term can be as much as 30 years.

2. The new lease includes an automatic rent increase every 5 years based on the Consumer Price Index.

3. The rent will be paid annually instead of monthly and is increased (on a monthly equivalent) from $42.61 to $50.63 ($607.57 per year).

4. Upon expiration or termination of the lease, any fixtures erected on the Premises such as the hanger, will become the property of the County unless the lessee exercises his option to removing the hanger and restore the Premises to its original condition.

5. The new lease contains a right of first refusal. If the County after the maximum cumulative lease term is going to continue to lease the Premises or intends to use the Premises for its own use, it will first provide the lessee the opportunity to enter into a new lease for the Premises.

Mr. Gimblin previously paid the rental value for the premises through the end of October 2020. During the course of negotiations the County did not collect rental value. Accordingly, should the Board approve this proposed lease we request that it be subject to an additional rental value payment of $213.05 for the months of November through March 2021, based on the previous monthly rent of $42.61.

**Prior Board Action**
On July 2, 2011 the Board approved Airport Lease Agreement C11-174 with R.S. Gimblin.

**Fiscal Impact/Funding Source**
The annual fiscal impact will be revenue of $607.57 for the Airport.

**Action for the Clerk**
Obtain necessary signatures and provide copies to Lessee and a copy to the Airport Manager.

**ATTACHMENTS:**

- Revised R. S. Gimblin Hangar 24 Lease Agreement-Draft ver 1.5 (final) (DOCX)
- C11-174 R.S. Gimblin (PDF)

C21 -_____

# Hangar Ground Lease Agreement

This Hangar Ground Lease Agreement ("Lease") is between the County of Colusa, a political subdivision of the State of California ("County"), and R. S. Gimblin. ("Lessee").

## Background

A. The County owns and operates an airport approximately 1.5 miles southeast of the City of Colusa on Highway 20, known as the Colusa County Airport ("Airport").

B R. S. Gimblin had a prior lease agreement with the County for a site in the Colusa County Airport where he erected a hangar and made improvements to the site.

C. Lessee wants to enter into a new ground lease with the County for the same site.

## Terms and Conditions

County and Lessee agree to the following:

**1** **Lease of Premises.** County leases to Lessee the Premises described below under the terms and conditions in this Lease.

**2.** **Premises.** The Premises is County real property referred to as Area 9 on the Colusa County Airport's Federal Aviation Administration Approved Airport Layout Plan, also referred to as Hangar 24. The Premises is further depicted in Exhibit A to this Agreement.

**3.** **Term.** The term of this Lease shall be April 1, 2021 to April 1, , 2036 (15 years).

**A**. **Term Extension.** Lessee will have a one-time automatic renewal extending this Lease for an additional 15 year term. Unless Lessee provides 90 days advance written notice to terminate, the Lease shall automatically renew for the extended term as set forth herein Notwithstanding this provision, the Lease will not automatically renew if Lessee is not in full compliance with all the terms and obligations in this Lease. County will provide Lessee with advance notice of any pending renewals or lease expiration.

B. Right of First Refusal. At least sixty (60) days prior to the end of the total lease term, including the automatic renewal (total 30 years), if the County intends to continuing leasing the Premises or otherwise use the Premises with any existing fixtures for its own use, subject to Lessee's option to remove fixtures under Section 13 below, it will provide Lessee a right of first refusal or opportunity to enter into a new lease with the County for the Premises before the County offers



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the lease opportunity to anyone else or utilizes the Premises for its own purposes. This opportunity of first refusal in contingent on Lessee's compliance with the terms and conditions of the Lease at the time the offer to lease is made to Lessee.

**4.** **Rent**. Starting on April 1, 2021, Lessee shall pay County rent in annual installments, in advance for each year of the lease as follows:

**A.** **Rent Amount.** The Rent shall be $607.57 per year. County will invoice Lessee for due rent.

**B.** **Rent Adjustments.** Beginning on the fifth annual anniversary of April 1, 2021 (April 1, 2026) and on every additional 5 year anniversary date (Adjustment Anniversary) the Rent shall increase by the total 4 year percentage change published for the month of August preceding the Adjustment Anniversary, of the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-Hayward, California metropolitan area, not seasonally adjusted, (CPI-U), as determined by the U.S. Department of Labor, Bureau of Labor Statistics. In no event will the Rent adjustment be less than zero percent. Should the CPI-U be discontinued, the index used for comparison shall be a comparable index as designated by the Bureau. County shall provide Lessee notice of the Rent Adjustment at least 30 days prior to the adjustment date.

**C.** **Late Rent Payments.** Lessee acknowledges that the County incurs collection and administrative costs associated with pursuing delinquent Rent payments. Lessee agrees that it will pay the County a $100.00 late charge in addition to any Rent due if the Rent is not paid in full within 30 days following its due date. The payment or acceptance of a late charge does not act as a waiver of any right the County may have to claim a breach of the Lease or any other remedy available to the County.

**D**. **Location of Rent Payments.** Lessee agrees to make rent payments to:

Colusa County Airport Manager
Colusa County Department of Public Works
1215 Market Street
Colusa, CA 95932

5. **Possessory Interest Tax.** Lessee understands that it has a possessory interest in the Premises, and any related fixtures, Site Improvements, or other structures. Notice is given under California Revenue and Taxation Code Section 107.6 that Lessee may be subject to the payment of property taxes levied on such interest. The imposition of a possessory interest tax shall be a tax liability of Lessee solely and shall be paid by Lessee; and any tax payment shall not reduce any Rent due Lessor. Lessee shall also pay all interest and penalties that any government entity, including the County, assesses for late payment of any possessory interest taxes.



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6. **Personal Property Taxes.** Lessee shall pay and discharge all personal property taxes relating to any personal property stored at, used in the operation of, or otherwise related to the Premises, before delinquency. Lessee shall also pay all interest and penalties any governmental agency, including the County, assesses for late payment of any such personal property tax.

7. **Use of Premises.** Lessee shall only use the Premises for conducting registered aircraft storage, operations, and maintenance, of Lessee's aircraft. Lessee shall maintain owned or operated aircraft in good operating order free from known mechanical defects. Lessee is prohibited from conducting any other use, activity or operation in, on, or about the Premises. Lessee shall not: store any item other than aircraft or ancillary aircraft equipment; conduct commercial activity of any nature; store any vehicle except that of Lessee or guest while aircraft is being used; use the Premises for any form of residential use.

**8.** **Utilities.** Lessee shall pay for all utilities furnished to the Premises, including electricity, gas, water, or telecommunications services to the extent they exist. The County however is not required to provide or maintain any existing utilities or utilities that may exist in the future to the extent those utilities and connections if any were not originally installed or connected to the Premises by the County. Any new utility service connection to the Premises shall be subject to County approval through the Director of Airport Operations prior to connection or installation.

**9.** **Hazardous Materials.** Lessee will comply with all laws and regulations pertaining to the proper storage and disposal of hazardous materials. Hazardous materials other than what is required for operation and service of registered aircraft will not be stored within the Premises.

**10.** **Compliance with Law and FAA Regulations.** Lessee shall comply with all federal, state and local laws, ordinances, orders and regulations affecting the Premises including any applicable regulations of the Federal Aviation Administration, and any rules or policies existing or enacted by the County governing the airport.

**11.** **Use of Airport Facilities.** Lessee is allowed to use all Airport facilities and improvements of a public nature. County reserves the right to take action for protection of Airport against obstruction of the Airport facilities that would limit the usefulness of Airport or constitute a hazard to aircraft.

**12.** **Billboards, Signs, Awnings.** Lessee will not construct, place, or permit to be constructed or placed, signs, awnings, marquees or other structures, or writings, attached to or projecting from any hanger, structure, fence or barrier on the Premises without County's prior written consent. Further, and in any case, Lessee shall not be permitted to place any sign or similar material on or about the Premises that does not conform to the County Code. Any such signs or similar material that is allowed by the County shall be limited to providing identifying information for Lessee, associated trademarks, service



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marks, Lessee's address, contact information, or information legally mandated to be provided. Lessee agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, which in County's sole discretion it deems offensive or does not otherwise comply with this section.

**13. Delivery, Acceptance, and Surrender of Premises.** Lessee takes the Premises "AS IS", acknowledges that it had an adequate opportunity to inspect the Premises, and agrees to accept the Premises as being in a good state of repair and in sanitary condition. Lessee shall surrender the Premises including any fixtures, Site Improvements and structures, to County at the end of the Lease. Alternatively, Lessee at its option, may remove and retain the hanger structure, not including the concrete pad, so long as any such removal is completed in a reasonable workmanlike manner by the end of the lease term and following at least 90 days prior written notice to the County of any such intended removal.

**14. Site Improvements, Fixtures, Hangers or Structures.** At Lessee's sole cost and expense, Lessee shall maintain, repair, and keep in good order, condition, and appearance, the Premises, Site Improvements and any related fixtures, and structures, in a safe, clean and sanitary condition. Lessee is prohibited from materially altering the Site Improvements including the hanger, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hanger without the express written consent of the County through its Airport Director. Material alteration is defined as any alteration requiring the issuance of a permit from the County or that which significantly alters the appearance, character, or composition of the hanger or any of its structural components, including removal in whole or in part. Further, with the exception of a hanger removal near the termination of the lease as provided for in section 13 above, Lessee will not excavate, grade, add or remove soil, gravel or rock to or from the Premises or any part of the Airport without the express, written consent of the County.

**15. Insurance.** Lessee, at its own cost, agrees to maintain, for the duration of this Lease, the following insurance policies:

**A. Aircraft or General Liability Coverage:** Aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, or use of aircraft arising from or related to this Lease. The policy shall provide limits of no less than $1,000,000 per occurrence and include coverage for fire damage legal liability at the full $1,000,000 policy limit.

**B. Property, Fire and Extended Insurance Coverage:** Lessee shall maintain property, fire and extended insurance coverage in an amount equal to 100% of the full replacement value of the hanger, and any structure, fixtures, contents, and any improvements to the Premises.

**C. Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions in excess of $1,000 must be declared to and approved by the County.



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At the option of the County, either (a) the insurer shall reduce or eliminate such deductible or self-insured retention; or (b) Lessee shall provide financial guarantee satisfactory to the County guaranteeing payment of any amounts which would be subject to the deductible.

**D.** **Policy Endorsements:** All insurance shall include an endorsement or an amendment to the policy of insurance:

**1.** Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds;

**2.** Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

**3.** Providing that the insurer waives all rights of subrogation against County;

**4.** Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

**5.** Providing broad-form contractual liability coverage insuring Lessee's indemnity obligations under this contract; and

**6.** Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

**16.** **Proof of Coverage:** At the time of execution of this Lease, Lessee shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Lease.

**17.** **Damage or Destruction of Premises, Site Improvements, Fixtures, or Structures.** As provided for in section 14 Lessee is required to maintain the Premises, Site Improvements, fixtures, and structures in good condition, order, and appearance. In the event of damage or destruction to the Premises, Site Improvements, or fixtures, any insurance proceeds obtained for such a covered loss shall be used to repair or replace the damaged or destroyed items to a state and condition equivalent to their status before the damage or destruction. Rent will not be abated or reduced as a result of any such damage or destruction.

**18.** **Assignment.** Lessee will not assign, hypothecate, encumber, sublease, allow the Premises to be subject to a lien, or in any manner transfer any interest in this Lease to any person or entity directly or indirectly, by operation of law or otherwise, without first securing County's express and written approval. Lessee will request approval for any such transfers in interest from the County at least 30 days prior to any contemplated transfer and provide the County with any reasonably requested information the County may need to evaluate the proposed transfer. Any attempt to assign, hypothecate,



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encumber or transfer an interest in this Lease, including transfers made at or after Lessee's death, without the express written approval of the County, shall be null and void and any purported assignee shall acquire no right or interest by reason of the attempted assignment or transfer. The County's approval of any such assignment, sublease, or transfer is conditioned on the County's determination that the assignee or transferee would be able to reasonably and adequately comply with the terms and conditions of this Lease. In any case, Lessee shall not be entitled to assign or transfer the property if it is in violation of any term or obligation of the Lease. In any case, the County will not unreasonably withhold consent for the assignment, transfer, or sublease of the Premises.

**19. Indemnity and County's Non-liability for Damages.** The County shall not be liable for damage for injury to persons, including Lessee, its agents, employees, customers, or invitees, or for property damage, from any cause, related to the lease of the Premises, including the public use areas. Lessee agrees to defend, indemnify, and hold harmless the County against all liability, loss or other damage claims or obligations arising out of or related to the lease of the Premises, Lessee's use of the Premises, negligence, violation of the law, or willful misconduct.

**20. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Colusa County Airport Manager
Colusa County Department of Public Works
1215 Market Street
Colusa, CA 95932

If to Lessee:
R. S. Gimblin
1955 Pheasant Drive
Yuba City, CA 95993

**21. Amendments.** This Lease may be modified or amended only by a written document executed by both parties and approved as to form by County Counsel.

**22. Waiver.** No failure on the part of either party to exercise any right or remedy provided for by this Lease shall operate as a waiver of any other right or remedy that party may have.

**23. Execution**: This Lease may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.



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**24.** **Termination**: This Lease may be terminated:

**A.** Immediately for cause if either party violates any term or provision of this Lease;

**B.** Upon abandonment of the Premises by Lessee; or

**C.** If during the Lease, Lessee becomes insolvent, declares bankruptcy or bankruptcy proceedings are started against Lessee, or a receiver or trustee is appointed for Lessee.

**25.** **Partial Invalidity.** If any provision of this Lease is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

**26.** **Storm Water Regulations.** Lessee agrees that its operations and uses involving the Premises or any other portion of the Airport will comply with the California State Storm Water Discharge Permit for the Airport which is incorporated by reference and available for inspection at the Colusa County Department of Public Works.

**27.** **Inspections and Access by County.** Lessee will permit the County, its agents, employees and contractors to enter all parts of the Premises for inspection following reasonable notice by the County.

**28.** **Surrender of the Premises.** Upon expiration or termination of this Lease, title and ownership of the Premises including all Site Improvements, structures, fixtures, or alterations constructed or purchased by Lessee or existing at the time of this Lease, will automatically vest in the County. Lessee shall leave the surrendered Premises and any other items as described in this section in a well maintained, sanitary, and clean condition, subject to Items 3(B) and 13 herein.

**COUNTY OF COLUSA**

_____
Gary J. Evans, Board Chair

**APPROVED AS TO FORM**

_____
Marcos A. Kropf, County Counsel

**R. S. Gimblin**

_____
Signature

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

By _____
Patricia Rodriguez, Deputy



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277-8716

COUNTY OF COLUSA

COLUSA COUNTY AIRPORT

AIRPORT LEASE AGREEMENT

**THIS LEASE** made and entered into this 1st day of July, 2011 by and between the COUNTY OF COLUSA, a political subdivision of the State of California, hereinafter designated "Lessor", and R.S. Gimblin, hereinafter called "Lessee."

**WITNESSETH**

**WHEREAS,** Lessor owns and operates the public airport facilities situated in the County of Colusa, California, hereinafter referred to as "Airport"; and

**WHEREAS,** said real property is devoted to and held for airport development; and

**WHEREAS,** pursuant to the provisions of Section 25536, Government Code, Lessor is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code; and

**WHEREAS**, Lessee desires to purchase a hangar on the real property owned by Lessor. Lessee would then, in turn, lease the ground on which the hangar is situated from Lessor. Lessee may desire to sell or sublease the rights to use of the hangar to third parties; and

**WHEREAS**, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary, to promote the welfare and convenience of the public using the Airport.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. LEASED PREMISES: Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hires from Lessor, all that certain real property situated in the County of Colusa, State of California, and more particularly described as follows: Colusa County Airport Hangar Area 4.
Attached to this Lease and marked "Exhibit A1&2" is the subject map showing the specific location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. TERM: The term of this Lease shall be five (5) years commencing on the 1st day of July, 2011. Lessee shall have the right to extend the lease for ~~each~~ an additional five (5) year term before the Lease has expired. If a hangar structure under the control of the lessee is sold to another individual, the county shall enter into a new lease agreement with the individual prior to the transfer of the rights to the hangar structure.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of $42.61 per month, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other



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places, as Lessor may designate in writing. The new monthly lease rate to be negotiated and shall not exceed the average of the Consumer Price Index (CPI) over the past twelve (12) months based on the monthly average as determined on the month of June for the preceding twelve (12) months. The West – B/C size class category for the Pacific Cities shall be used for determining the CPI averages. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a ten percent (10%) reduction of said rents.

B. Lessor shall have the right to have the leased ground, on which the lessee's hangar structure is located, appraised every ten (10) year period and adjust lease to within ninety (90) percent of market value on a square foot basis.

C. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term on this Lease.

4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. PENALTIES: In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of ten percent (10%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. LEASEHOLD IMPROVEMENTS:

A. The demised premises and the building constructed thereon shall be used exclusively for the storage of aircraft owned by Lessee or aircraft owned by other hangar Lessees or sub-lessees and for no other purpose.

B. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

7. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, or the term of this lease. Upon expiration or termination of this Lease, any alterations, additions, or improvements does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal

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shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property or trade fixtures that are not removed after a reasonable amount of time after the date of termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefore.

8. OPERATIONS: Lessee's approved operation at Airport is pursuant to the provisions of Part 91 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Aircraft operated may be owned by Lessee or others. Lessee shall at all times and at its own cost and expense have all it's owned or operated aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the Director of Airport Operations for the Airport. The Director shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Lessee in connection with its aircraft.

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Colusa County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirements are changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

9. USE OF COMMON AREAS:

A. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking designated by Lessor.

B. Lesser reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee and sub-lessees only for the purpose of conducting therein and thereon registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee and sub-lessees shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation or any insurance on the building, (ii) is prohibited by any insurance

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on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be in nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

11. INSURANCE: See "Exhibit B" attached hereto.

12. INDEMNITY: Lessee shall indemnify, defend, and hold harmless the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

13. MAINTENANCE AND REPAIR: During the term of this lease, Lessee shall be responsible for the maintenance, including exterior lights, and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease in the condition in which they are required to be kept, including reasonable wear, tear, and damage by the elements not caused by Lessee's negligence.

14. TAXES: Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to the property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

15. UTILITIES: Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees related thereto.

16. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangars constructed upon said premises without Lessor's written consent to assignment of this Lease, and the Lessor shall not unreasonably withhold its consent to assignment.

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Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the written approval of the Director of Airport Operations, but sub-lessees will be required to pay appropriate use and fees or charges as established from time-to-time by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

17. DEFAULT: In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

18. BANKRUPTCY: In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

19. FIRE DAMAGE: It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises is destroyed by fire and not covered by Lessee's insurance or contained herein, and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event such restoration can be made within ninety (90) days, County agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall not be the responsibility or obligation of Lessee.

20. BREACH OR NONCOMPLIANCE: The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

21. ATTORNEY'S FEES: In case Lessor, without fault on its part, is made a part to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

22. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on "Exhibit C", attached hereto and made a part hereof.

23. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall

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be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County at:
Director of Airport Operations
Colusa County Airport
100 Sunrise Blvd., Suite F.
Colusa, CA 95932

To Lessee At:
R.S. Gimblin
1955 Pheasant Drive
Yuba City, CA 95993

Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this paragraph. An affidavit of such mailing shall be executed under penalty of perjury by the person depositing such notice in the mail, and such affidavit shall set forth the date, time, and place of such mailing and be delivered to the other party within 48 hours of such mailing.

**IN WITNESS WHEREOF,** the parties have signed this Lease the day and year first above written.

By: R.S. Gimblin
R.S. Gimblin
"Lessee"

Mark D. Marshall, Chairman
Colusa County Board of Supervisors

ATTEST: Kathleen Moran
County Clerk and ex officio
Clerk to the Board of Supervisors

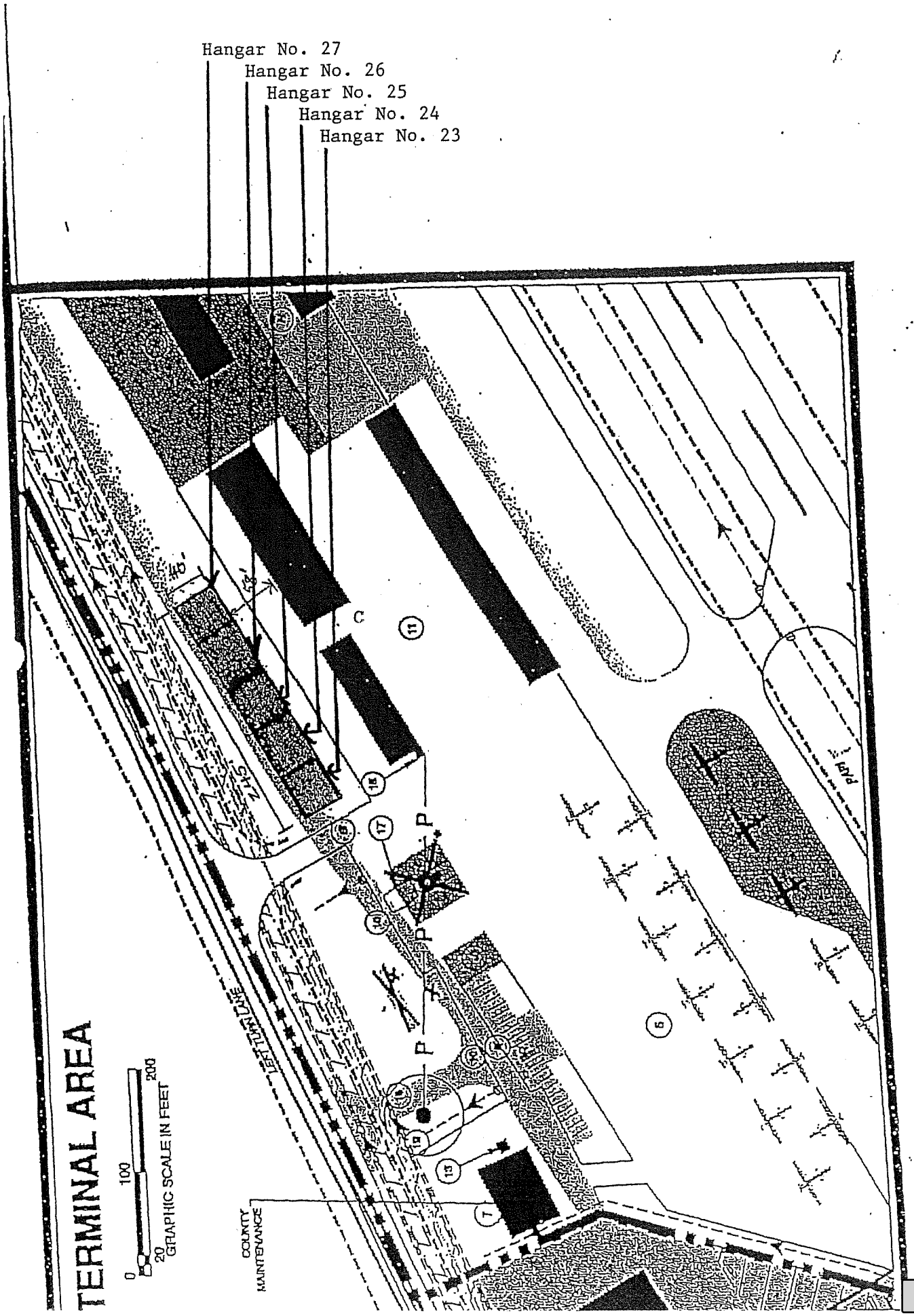
By _____, Deputy

APPROVED AS TO FORM:

Thomas R. Parker, County Counsel

Attachment: C11-174 R.S. Gimblin (6424 : Gimblin Airport Ground Lease)

EXHIBIT A




Attachment: C11-174 R.S. Gimblin (6424 : Gimblin Airport Ground Lease)

**COUNTY OF COLUSA, CA** **3.7**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **County Counsel**

**FROM:** **Marcos Kropf**

**SUBJECT:** **Professional Services Contract**

Ratify contract for professional services with **Downey Brand** effective March 2, 2021.

## Detailed Description/Background of request

On January 5, 2021 the Board adopted resolution 21-003 approving an amendment to the County's water contract with the United States under the WIIN Act to avoid having to pay infrastructure costs associated with the Central Valley Water Project upon expiration of the County's contract. (Contract Amendment C21-011) In an effort to facilitate our ability to sell water under our contract and as required by federal law, we are bringing a validation action related to the contract amendment approval. To that end, County Counsel retained the professional services of Downey Brand to represent the County in that action. Downey Brand has represented a number of water districts in similar actions and can provide these services in a cost effective manner.

## Prior Board Action

On January 5, 2021 the Board approved a resolution (21-003) and related amendment to its water contract with the Bureau of Reclamation (C21-011).

## Fiscal Impact/Funding Source

The cost of these services is estimated to not exceed $15,000. This item is budgeted as a professional service under the Water Resources budget.

## Action for the Clerk

Issue contract number and provide electronic copy to County Counsel

## ATTACHMENTS:

- Downey Brand Agreement (PDF)

DOWNEYBRAND

Rebecca R.A. Smith
rsmith@downeybrand.com
916.520.5281 Direct
916.520.5681 Fax

Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
916.444.1000 Main
downeybrand.com

March 2, 2021

Mr. Marcos Kropf
County Counsel
County of Colusa
1213 Market Street
Colusa, CA 95932

Re: Representation of the County of Colusa related to WIIN Act Validation Proceeding

Dear Mr. Kropf:

Thank you for engaging Downey Brand LLP ("Downey Brand") as counsel to represent the County of Colusa (hereinafter "Client") in regard to validation of your Central Valley Project Water Service Contract under the Water Infrastructure and Improvement for our Nation ("WIIN") Act (the "Matter"). The purpose of this engagement letter and the attached Terms of Engagement is to confirm the terms and conditions upon which Downey Brand will provide legal services to Client in regard to the Matter. A mutual understanding of the terms of our engagement from the beginning of any matter helps us to maintain a good and effective working relationship and is vital to our effective representation of Client.

Downey Brand will represent only Client as a public entity. Our services do not extend to the representation of any of the officers or directors of the public agency absent written agreement otherwise. Our receipt or use of confidential information from you or others during our representation of Client does not mean that Downey Brand will provide any advice or other legal services other than those described in this letter.

At Downey Brand, I will be primarily responsible for this Matter. We will seek to staff this matter in an effective and efficient manner, while best serving Client's needs. We currently anticipate that the following attorneys are likely to work on this Matter: Meredith Nikkel and Brian Hamilton. In addition, other attorneys, including junior associates, may be working with me on the Matter as the need arises. If you have any concerns about staffing, at any time, or about our billing statements, please contact me. My office telephone number and address are above.

Downey Brand charges fees on an hourly basis, and bills in tenths of an hour (.1 hour = 6 minutes). My current rate is $395 per hour. The rates of the people listed above is/are as follows: Meredith Nikkel ($405) and Brian Hamilton ($380). Billing rates are set based upon seniority and expertise, and are subject to annual firm-wide fee adjustments on January 1 of each

Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

year. Downey Brand also charges for costs and disbursements that the firm incurs in rendering its services, as described more fully in the attached Terms of Engagement Agreement.

Downey Brand customarily requests, as a condition of undertaking new representations, that the client provide us with an advance fee deposit. A required advance fee deposit is being waived in this case. However, we reserve the right to, and Client agrees we may, require a further advance fee deposit in the future by giving Client written notice that we require such a deposit, and if Client declines to provide such a deposit, we may withdraw from representing Client. Should we require an advance fee deposit in the future, that deposit will be handled and applied as described more specifically in the accompanying Terms of Engagement Agreement.

This engagement letter and the accompanying Terms of Engagement Agreement will be effective upon execution of this letter, but their effective date will be retroactive to the date Downey Brand first performed services related to the Matter. This engagement agreement may be executed in counterpart, and an electronically transmitted signature will be deemed to be the legal equivalent of an original signature.

If this letter, together with our attached Terms of Engagement Agreement, accurately reflects our agreement, please confirm by signing the attached Terms of Engagement Agreement and returning it to me.

If you have any questions regarding this agreement, please contact me. I encourage you to review this agreement with separate counsel, if you wish, to answer any questions or concerns you may have before signing this agreement.

Thank you again for this opportunity to assist you. I look forward to working with you.

Very truly yours,

DOWNEY BRAND LLP

Rebecca R.A. Smith

RAS:cg

Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

## TERMS OF ENGAGEMENT AGREEMENT

In order to avoid any misunderstandings, it is the Firm's policy to set out the terms of our engagement at the beginning of our relationship in our Terms of Engagement Agreement, which is incorporated into the Engagement Letter provided with this Agreement. This Agreement sets forth the terms, promises, and conditions of our representation and provision of legal services to the County of Colusa ("Client"). Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Downey Brand, the following provisions apply to the relationship between Downey Brand and Client.

### I. CLIENT

Our engagement is only on behalf of Client, as identified in the engagement letter accompanying these Terms of Engagement, and whose signature is set forth in this Agreement. Our representation of the Client does not extend to or encompass any other person or entity affiliated with Client, including, but not limited to, any business, corporation, subsidiary, officer, director, shareholder, manager, partner, member or employee of Client ("Client's Affiliates"). Accordingly, Client understands and agrees that any representation by Downey Brand of another client adverse to any of Client's Affiliates or other third parties does not constitute a conflict of interest and does not require the Client's consent.

### II. SCOPE OF LEGAL SERVICES

Downey Brand's services shall be limited to the scope identified in the accompanying engagement letter and upon conclusion of those services the representation shall be concluded. If Client desires that we provide additional services, Downey Brand's agreement to any expansion of the scope of its representation of the Client will be subject to, among other things, Downey Brand's approval and such additional conflict checks, consents/waivers, fee deposits, retainers, approvals, and other arrangements as Downey Brand may, in its professional judgment, deem necessary or appropriate. Unless otherwise provided in a written engagement letter between Downey Brand and Client (or written amendment of a prior engagement letter between them), the agreement reflected in these Terms of Engagement, and in the accompanying engagement letter, applies to Downey Brand's current representation of the Client and to any subsequent matters that Downey Brand agrees to undertake on the Client's behalf. Please note that unless specifically indicated otherwise, our engagement does not include representing the Client in any adversarial proceeding, such as a court action.

### III. FEES, COSTS AND DISBURSEMENTS

Our fees are based on the amount of time spent on the Matter, billed in 6-minute increments (tenths of one hour). Each attorney, legal assistant or other timekeeper assigned to any Matter at the firm has an hourly billable rate based on experience and seniority. Our billing rates are adjusted annually. The billing rates of attorneys assigned to this Matter are set forth in the attached engagement letter.

In addition to fees, Client also will be billed for costs and expenses we incur in connection with our representation of Client. Costs and expenses include, but are not limited to,



Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

filing fees, telephone charges, mileage at the Internal Revenue Service mileage rate, parking, document reproduction, computerized legal research, witness fees, transcript costs, consultant and expert witness fees, messenger services, out-of-town travel, and the like. Subject to our ethical obligations, certain of such items may be charged at more than Downey Brand's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information regarding our cost and disbursement policies is available upon request. We may, at times, for larger expenses (like transcript costs or consultant or expert fees), request that Client directly pay the specific payee involved.

If any claim or action is brought against Downey Brand or any of its personnel, which claim or action alleges negligence or wrongdoing of the Client or a third party, or if Downey Brand or any current or former attorney or employee of Downey Brand is asked or required by a third party to testify or produce documents as a result of Downey Brand's representation of the Client, the Client agrees to pay Downey Brand for any resulting costs or expenses, including Downey Brand's time, even if Downey Brand's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Downey Brand.

Although Downey Brand may already have provided Client, or may in the future provide Client, estimates of fees or costs that the firm anticipates will be incurred, any such estimates shall not be binding. Estimates are subject to unforeseen circumstances and are, as a matter of course, inexact. Actual fees or costs may vary significantly from any estimates provided.

## IV. BILLING AND PAYMENT

### A. Billing Statements

Downey Brand will bill the Client on a monthly basis for our services. Our billing statements are payable promptly upon receipt. Payment is required within 30 days following our invoice date. The duty to timely pay our billing statements is solely the Client's and is not contingent upon, nor shall payment due date be extended or otherwise affected by, any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from any other party.

Each statement is fully due and payable upon receipt, but in no event later than thirty (30) days of its issuance date. Any statement not paid within thirty (45) days of its issuance date will accrue interest on the principal balance (fees, costs and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .8333% per month (ten percent (10%) annual percentage rate). The unpaid balance will bear interest until paid. Our failure to charge Client interest on any particular statement will not constitute a waiver of our right to do so on future bills.

If the Client has any question, concern, or disagreement regarding any bill, the Client should notify us promptly, and must nevertheless promptly pay any portion of the bill that is not the subject of Client's question, concern or disagreement.



Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

Our policy is to discontinue work on pending matters for a client who has not paid a statement in full (or in full having deducted for any question, concern or disagreement, as set forth above) within 75 days of the billing statement's issuance, to the extent consistent with our obligations under the applicable rules of professional conduct. In addition, and notwithstanding the previous sentence, we reserve the right to withdraw from Client's representation and immediately cease performing all services if we do not receive full payment of amounts owed to us within thirty (30) days of issuance of any billing statement.

Billing statements are confidential communications to Client that, either individually or taken together, are reasonably apt to reveal the nature, strategy and status of our representation of Client, including information regarding legal opinions formed or advice given by us to Client in the course of our attorney-client relationship. We therefore consider billing statement to be confidential attorney-client communications, subject to the attorney client privilege, that may also contain attorney work product. Client agrees that billing statements reflect attorney-client communications, subject to the attorney client privilege, that may also contain attorney work product, and signifies that understanding and agreement by executing this Agreement.

### B. Advance Deposit

While we are not requiring an advance fee deposit from Client at this time, as set forth in the accompanying engagement letter, we reserve the right to do so. By signing below, Client agrees that Downey Brand may require an advance fee deposit in the future by giving Client written notice that we require such a deposit, and if Client declines to provide such a deposit, we may withdraw from representing Client. Should we require an advance fee deposit in the future, that deposit will be applied against attorney's fees and costs incurred in connection with the services we provide under this Agreement. This deposit amount will be applied against each statement, and Client agrees to make further payments toward Client's deposit in the amount necessary to replenish the original amount of the deposit. Such further amounts are due and payable under the same terms and conditions as Client's required payment of periodic statements. All further amounts paid to replenish Client's deposit shall be held and applied in the same manner as Client's initial deposit.

**Interest on Lawyers Trust Account (IOLTA) Trust Account:** Any deposit will be deposited in our client trust account in Client's name. The interest on that trust account is paid to the California State Bar in accordance with California law. Client authorizes the firm to withdraw the principal from the trust account to pay Client's bill for fees and costs as they are incurred. Any unused deposit remaining at the conclusion of our services will be refunded to Client.

## V. WAIVER CONCERNING INTERNAL DOWNEY BRAND LLP ATTORNEY-CLIENT PRIVILEGE

We may need to consult, at our own expense, with our own counsel (for example, our General Counsel, other firm lawyers who do not perform work for the Client on the Matter, or our own outside counsel) regarding our engagement with Client. To the extent that we are addressing our own rights and responsibilities, a conflict of interest could be considered to exist



Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

between us and Client as to any such consultation or resulting communications, particularly if a dispute were to arise between Downey Brand and the Client regarding the Matter.

By signing this Agreement, and as a condition of this engagement, Client consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of Client. By signing this Agreement, the Client so consents and waives any such claims of conflict. By signing this Agreement, Client further acknowledges and agrees that any such consulting and communications are protected from disclosure to the Client, by Downey Brand's own attorney-client privilege.

## VI. OUR RESPECTIVE RESPONSIBILITIES

### A. Downey Brand

Downey Brand will represent client as described in the scope of services set forth in the accompanying engagement letter and in this Agreement. Downey Brand will take reasonable steps to keep Client informed about significant developments relating to the representation.

By signing below, the Client agrees that it understands that Client should not, and will not, look to or rely upon Downey Brand for any investment, accounting, financial or other non-legal advice, including, without limitation, any advice regarding the character or credit of any person or entity with whom the Client may be dealing.

Although Downey Brand will, at times, communicate with the Client by email, letter, or written form, we may provide much of our counsel and assistance in person in meetings, or in telephone conversations with the Client. If the Client ever wishes for us to confirm any advice in writing, please be sure to let us know.

We also have a duty of confidentiality to the Client, and to each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Likewise, we cannot and will not disclose to the Client the confidences of any other client, even when such information relates to matters that might affect the Client.

### B. Client

Our effective representation of the Client requires accurate and complete information, and the necessary help of the Client. Client agrees to provide us with complete and candid information regarding the Matter, and to keep us informed of any relevant developments or changes in facts or circumstances. Client further agrees to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise provide us with the Client's reasonable assistance and cooperation during the course of this representation.

Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

## VII. INSURANCE COVERAGE

While the Client has not retained Downey Brand to represent the Client in connection with issues relating to insurance coverage, it is important that the Client consider notifying any relevant insurance carriers of the Matter, in order to determine whether there is insurance coverage for the Matter involved or any claim(s) asserted or anticipated in connection with the Matter.

## VIII. WAIVER OF FUTURE CONFLICTS OF INTEREST

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including current, former, and future clients, and including the Client's adversaries), and to take positions either adverse to the Client or an affiliate of the Client in any matters that do not involve the same or substantially related factual and legal issues, as matter for which the Client has retained us or may hereafter retain us, and where we have not obtained confidential information of the client material to the representation of that other client. Such representations may include, for example, appearance on behalf of another client adverse to the Client in litigation or arbitration, and can also, if necessary, involve examination or cross-examination of the Client's personnel on behalf of that other client in such proceedings or in other proceedings to which the Client is not a party, provided the other matter is not substantially related to our representation of the Client, and in the course of representing the Client, we have not obtained confidential information of the client material to the representation of that other client.

In agreeing to these conditions, the Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients, some of whom are or may be operating in the same area(s) of business in which the Client operates or may operate. A summary of our current practices and industries in which we represent clients is available on our website at www.downeybrand.com.

By consenting to this arrangement, the Client is waiving our obligation of loyalty to it so long as we maintain its confidentiality and adhere to the foregoing limitations. We seek this consent to allow our Firm to meet the needs of existing and future clients, and to remain available to those other clients, and to render legal services with vigor and competence.

We will, of course, hold in confidence the Client's secrets and confidences. Likewise, Client understands that, while Downey Brand may obtain confidential information from other clients that may be of interest to the Client, Downey Brand cannot and will not share such information with the Client.

## IX. TERMINATION OR END OF REPRESENTATION

### A. Termination by Client

The Client may terminate this representation at any time, with or without cause, but in the case of litigation (which is not currently anticipated in this Matter), court approval may be necessary.



Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

### B. Termination by Downey Brand

Subject to the application of the applicable rules of professional conduct, Downey Brand also reserves the right to withdraw if, among other things, the Client fails to timely pay our billing statements; the Client fails to cooperate for follow Downey Brand's advice on a material matter; or any fact or circumstances arise that, in Downey Brand's view, renders our representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to the applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) or tribunal(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

### C. End of Representation and Applicable Date

Unless otherwise agreed in writing, Client agrees, by signing this Agreement, that our representation will be considered to be complete, and to have ended, upon the earliest date of: (i) the Client's termination of the representation (if applicable); (ii) Downey Brand's withdrawal from the representation (if applicable); (iii) the substantial completion Downey Brand's substantive work for the Client; (iv) our sending you our final billing statement for services rendered in the Matter; or (vii) that date upon which Downey Brand has provided no services to client for a six-month period, except where we are awaiting an action or decision by a court, tribunal or governmental agency, or specific actions are necessary to complete the representation that extend beyond the six-month period. We may send you a letter to confirm the end of representation, but our failure to send such a letter shall not change the Agreement set forth in this paragraph, and shall not be considered to be an extension of our services.

When our representation ends, all unpaid charges for fees or costs shall be due and payable immediately.

## X. FILES

Unless otherwise required by outside counsel guidelines or specific client instruction, Downey Brand will retain all hardcopy and electronic records for a period consistent with its internal Record Retention policy. When that time expires, Downey Brand's policy is to destroy all records related to the Matter in a manner that preserves confidentiality. Downey Brand will make best efforts to contact Client, using the most up to date contact information in its possession, prior to the destruction of any records so that you may provide alternate retention instructions as necessary. Client understands, and agrees, that records related to the Matter will be destroyed in the absence of such alternate instruction or if Downey Brand is unable to establish contact with Client. If Client has a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Manager.

We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents



Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

from us, copies that we generate will be made at Client's expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any of our own files within a reasonable time after the engagement has concluded.

## XI. ARBITRATION

### A. Fee Disputes

Client has the right to have any fee dispute handled in accordance with the Mandatory Fee Arbitration Act set forth at Business and Professions Code §§6200, *et. seq.* Venue for any mandatory fee arbitration proceeding shall be the Sacramento County Bar Association's Mandatory Fee Arbitration Program. Any de novo proceeding following (or in lieu of) arbitration under the Mandatory Fee Arbitration Act shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.

### B. Other disputes

Any other dispute arising from this Agreement or services provided pursuant to this Agreement, including without limitation any claim for breach of contract, breach of fiduciary duty or of any duty to any of the parties hereto, or legal malpractice, also shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.

### C. Discovery

Pursuant to Code Civil Procedure §1283.1(b), the provisions Code of Civil Procedure, which addresses discovery in arbitration, are incorporated into and shall be applicable to a fee dispute arbitration conducted pursuant to this section E(1) of this Agreement, but not to an arbitration conducted pursuant to section E(3) of this agreement. *Client acknowledges that, by agreeing to binding arbitration, client waives any right to (1) engage in formal discovery pursuant to the Code of Civil Procedure (except as may be permitted within the arbitration proceeding as set forth above), (2) a jury trial, (3) a court trial, or (4) an appeal.*

## XII. CHOICE OF LAW, JURISDICTION, AND SEVERABILITY

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Venue of any action or proceeding arising out of this Agreement, or out of services performed pursuant to this agreement, shall be the Superior Court of the State of California, in and for the County of Sacramento. If any provision of this Agreement is held in whole or part to be unenforceable, the remainder of that provision and of the entire Agreement will be severable and remain valid, enforceable and in effect.



Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

## XIII. BINDING AGREEMENT

The accompanying engagement letter and this Terms of Engagement Agreement represent the entire understanding and agreement between the Client and Downey Brand with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the Client has carefully reviewed the accompanying engagement letter and these Terms of Engagement Agreement, understands their content, and agrees to be bound by all of the terms and conditions set forth in such documents. ***Furthermore, the Client acknowledges that Downey Brand has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. Downey Brand makes no such promises or guarantees.*** The provisions of the engagement letter and Terms of Engagement Agreement may only be amended in writing and signed by both parties.

DATED: 3/2/2021 BY: _____
Rebecca R.A. Smith

## ACCEPTANCE

The undersigned hereby accepts the terms and conditions set forth in this Agreement and the accompanying engagement letter pertaining to the engagement of Downey Brand LLP for the legal services described in this Agreement and the accompanying engagement letter. In doing so, the undersigned represents and warrants that he has read and understood the terms disclosures and provisions of this Agreement, and further warrants and represents that he is authorized and competent to execute this agreement.

DATED: 3/4/2021 BY: _____
Marcos Kropf, County Counsel
COUNTY OF COLUSA

1706034v1



Attachment: Downey Brand Agreement (6441 : Legal Services Contract)

**COUNTY OF COLUSA, CA** **3.8**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **Sheriff** |
| **FROM:** | **Mathew Purcell** |
| **SUBJECT:** | **2021/2022 Resolution for Off-Highway Vehicle Law Enforcement Grant Application** |

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 subject to Board approval.

## 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 2021/2022 OHV Law Enforcement grant in the amount of $46,070 with a 25% cost match of $18,998 for a total amount of $65,068.

## 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 20-004.

## Fiscal Impact/Funding Source

The fiscal impact is $65,068. Grant funds will account for $46,070. The County's cost match will be $18,998. 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:**

- Board of Resolution (DOCX)
- Location Map 2021 (DOCM)
- General Requirements (PDF)
- 2021-2022 Preliminary OHV Grant (PDF)

**RESOLUTION NO. 21-____**

**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 SUBJECT TO BOARD APPROVAL**

**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] (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

**PASSED AND ADOPTED** this 16th day of March, 2021 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:**

_____
Marcos A. Kropf, County Counsel



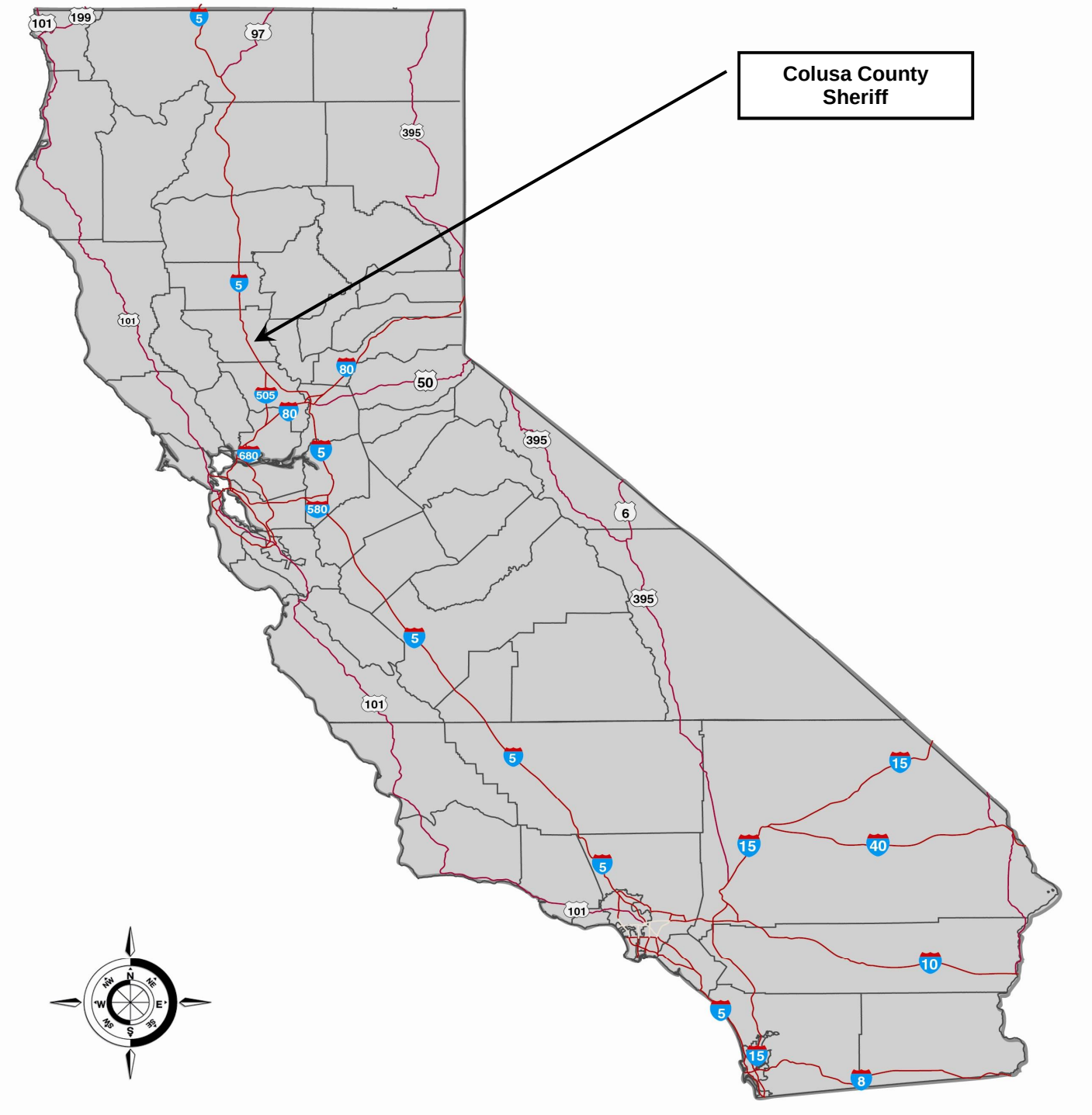
Attachment: Board of Resolution [Revision 1] (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

# LOCATION MAP

APPLICATION YEAR:
**2021**

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 2021 (6402 : Reso for 2021/2022 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:
c. Address: 929 Bridge St.
d. Address 2:
e. City: Colusa State CA Zip 95932
f. Federal ID Number: 94-6000508 Reference No.
g. Agency 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: $46,069.75 Project Cost $65,068.00

**Project Request(s) Summary**

| # | Project Type | Project Title | Grant Request | Match | Total Project Cost |
|---|---|---|---|---|---|
| 1 | G21-03-05-L01 | Law Enforcement | 46,070 | 18,998 | 65,068 |

Attachment: General Requirements (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

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**3. Contact**

a. 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 | | | | |

b. Project Administrator

| | | | | | |
|---|---|---|---|---|---|
| Name | Mathew Purcell | | | | |
| Title | Grants Administrator | | | | |
| Mailing Address | 929 Bridge St | | | | |
| City | Colusa | State | CA | Zip | 95932 |
| Telephone | (530) 458-0216 - 0215 | | | Fax | |
| E-mail Address | mpurcell@colusasheriff.com | | | | |

Attachment: General Requirements (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

## Location Map

| FOR OFFICE USE ONLY: | Version # _____ | APP # _____ |
|---|---|---|

**A. Location Map**

| Attachment Title | Attachment |
|---|---|
| | |

Attachment: General Requirements (6402 : Reso for 2021/2022 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 Truck | Dodge | Ram 2500 | 2,017 | 3C6TR5CT2JG276478 | G-16-03-05-L01 |
| 2 | 2019 Polaris RZR XP4 1000 | Polaris | RZR XP4 1000 | 2,019 | 3NSVFE99XKF421326 | G-17-03-05-L01 |

Attachment: General Requirements (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

## Habitat Management Program (HMP)

FOR OFFICE USE ONLY: Version # _____ APP # _____

**PART 1 - DETERMINE THE NEED FOR FULL HABITAT MANAGEMENT PROGRAM (HMP)**

**All Applicants submitting Projects involving Ground Disturbing Activities are subject to HMP requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities. Applicants submitting CEQA and/or NEPA documentation pursuant to Section 4970.06.1(b) as part of a funding request for a second Project phase that includes Ground Disturbing Activity shall also submit the HMP.**

**Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation 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 in areas open to legal OHV Recreation do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2.**

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. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities in areas open to legal OHV Recreation contain any risk factors to special-status species and/or sensitive habitats? (If you checked YES, stop here. If you checked NO, continue (complete HMP PART 2.) ○ 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 Requirements (6402 : Reso for 2021/2022 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) [2/11/2021]
- ☐ Published in local newspaper
- ☐ News release issued
- ☐ Public meeting(s)/hearing(s) held

**B. Public Comments**

No comments at this time.

**C. Application Development as a result of Public Comments**

a. Were changes mades to the Application as a result of public comments? ○ Yes ○ No

b. Describe how public comments affected the Application

Attachment: General Requirements (6402 : Reso for 2021/2022 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:

2. Describe how the Applicant is meeting the operations and maintenance needs of any existing OHV Recreation Facility under its jurisdiction:

### 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:

### 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: General Requirements (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

| Attachment Title | Attachment |
|---|---|
| | |

Attachment: General Requirements (6402 : Reso for 2021/2022 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 Requirements (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

List Of Attachments for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: General Application Requirements

## Attachments Index

FOR OFFICE USE ONLY: Version # _____ APP # _____

| # | Section | Title | File Name |
|---|---|---|---|
| 1 | Location Map | | |

Attachment: General Requirements (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

# Law Enforcement

## Law Enforcement Needs

FOR OFFICE USE ONLY: Version # _____ APP # _____

**ITEM 1. Proposed Project**

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 while operating our OHV designated truck purchased with past grant monies or our Polaris RZR purchased with past grant monies. In previous years, the program was extremely effective, with the deputies / sergeants conducting numerous enforcement activities, public assists and education, medical emergency response, and search and rescue operations.

This year we are asking for a slight increase in Grant Funding from previous years requests, specifically for more patrol hours. The need for a more patrol hours has been obvious with what we've seen over the past few years, especially this past year with Covid 19 and the increase in OHV riders in our county. We currently have 16 OHV Team members. Our team members consist of both Sergeants and Deputies who are eager to make our project area a fun and safe place to ride. With the increase in riders this past year due to Covid 19, we saw an increase in violations and an increase in problems. One of the biggest complaints I've heard from the community is inexperienced riders tearing up the trails and riding on the roadways. 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 rider and the public. M10 and Goat Mountain Road has many blind turns and becomes extremely narrow at times. Keeping riders in the designated riding areas will be a focus for our OHV Team this year. Some other reoccurring violations we've had issues with and will be focusing on are: Reckless driving, riding without a helmet, riding without spark arrestors, drinking and driving, improper PPE, and overcrowding issues. This past year we increased our patrol presence which helped us enhance the enforcement of applicable vehicle code sections, such as registration and equipment requirements (spark arresters, noise level), open container and driving under the influence, as well as other local, state, and federal laws. Our increased patrol efforts going forward would also 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.

We have a great working relationship with Forrest Service who does a great job working in the project area. In the past, Forrest Service has requested we be present on big weekends to assist with the increase in riders we've seen over the years. We try and read the OHV forums as much as possible and field questions from local riders and the feedback has been mostly positive. This year I'm asking for grant money to purchase an OHV dedicated Trailer so we don't have to use our current trailer which is supposed to be dedicated to OES and used for storing generators. Per the new regulations, we cannot maintenance a trailer that was not purchased with grant funds and have no way to maintain the trailer under the OES grant since it's being used for OHV activities. Last year we asked for money to purchase OHV dedicated uniforms due to the wear and tear from working OHV shifts. We are asking to purchase the same OHV uniforms for OHV as uniforms suffer significant wear and tear while working the OHV trails year to year.

Three years ago we used grant / matching fund monies to purchase a 2019 Polaris RZR 1000 XP4 4 seat UTV. In this year's grant we're asking for several upgrades to our UTV to better equip it for the terrain we are patrolling in. A roof is necessary to navigate the trails without causing injury to the riders and for the long term sustainability of the UTV. The project area is known to have trails with low hanging branches and we often work in inclimate weather conditions. A wench on the UTV would help us keep the trails safe for riders. Most of the downed trees and boulders are too large to simply push with a bumper or move by hand. A wench is the easiest and quickest way to move heavier objects. Although keeping the trails clear is not in our job description, it becomes part of our job description when we encounter an obstruction while patrolling because it's a safety issue for riders who are not aware of the obstruction. These are some of the upgrades to the UTV's we are asking for and we consider all of them necessary. This UTV will be used by this department for OHV patrol for at least the next ten years.

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

**ITEM 2. Project Coverage**

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 endure events. 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. We have received several citizen 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 trespassing and tearing up land. The creek bed system runs through Arbuckle and south to the Yolo County Line. Rider 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 can't be accessed with our patrol vehicles. This year 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. 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. The amount of hours has been needed but not asked for in previous grants. Our young team of deputies and sergeants are motivated to putting together a top notch OHV program that is dedicated to keeping our project area a fun and safe place to ride. We have had a lot of issues over this past year with overcrowding, riders tearing up the trails, OHV's on the roadways and riders not equipping spark arrestors. These are some of our reoccurring issues we plan on focusing on this year when going out on shifts this year.

We have seen an increase in OHV use in our county, specifically in the Fouts Springs-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 a year. Covid 19 has increased the popularity of recreational activities such as OHV. We saw a large increase in riders over the past twelve months. 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

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

OHV's trespassing.

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. OHV Team members will also be available for response or conduct patrols in areas were illegal OHV activities are occurring, such as on private property or public areas not open to OHV use.

**ITEM 4. Deployment of Personnel**

Currently the Colusa County Sheriff's Office OHV Law Enforcement Team consists of sixteen 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. I reached out to Scott Struckman and Callan McLaughlin about setting up a virtual training for our newer team members (due to Covid restrictions). We currently have something in the works with Scott and we sent him a list of questions our team members had.

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, issue warnings, issuing citations for OHV related infractions, making contacts, search and rescue for injured or lost riders, providing maps, OHV education, keeping riders off closed trails and roads and first aid to injured riders.

Two deputies 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 (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

| | | | | |
|---|---|---|---|---|
| ☐ State Senate 01 | ☐ State Senate 02 | ☐ State Senate 03 | ☑ State Senate 04 | ☐ State Senate 05 |
| ☐ State Senate 06 | ☐ State Senate 07 | ☐ State Senate 08 | ☐ State Senate 09 | ☐ State Senate 10 |
| ☐ State Senate 11 | ☐ State Senate 12 | ☐ State Senate 13 | ☐ State Senate 14 | ☐ State Senate 15 |
| ☐ State Senate 16 | ☐ State Senate 17 | ☐ State Senate 18 | ☐ State Senate 19 | ☐ State Senate 20 |
| ☐ State Senate 21 | ☐ State Senate 22 | ☐ State Senate 23 | ☐ State Senate 24 | ☐ State Senate 25 |
| ☐ State Senate 26 | ☐ State Senate 27 | ☐ State Senate 28 | ☐ State Senate 29 | ☐ State Senate 30 |
| ☐ State Senate 31 | ☐ State Senate 32 | ☐ State Senate 33 | ☐ State Senate 34 | ☐ State Senate 35 |
| ☐ State Senate 36 | ☐ State Senate 37 | ☐ State Senate 38 | ☐ State Senate 39 | ☐ State Senate 40 |

**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 (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

| | | | | |
|---|---|---|---|---|
| ☐ State Assembly 01 | ☐ State Assembly 02 | ☑ State Assembly 03 | ☑ State Assembly 04 | ☐ State Assembly 05 |
| ☐ State Assembly 06 | ☐ State Assembly 07 | ☐ State Assembly 08 | ☐ State Assembly 09 | ☐ State Assembly 10 |
| ☐ State Assembly 11 | ☐ State Assembly 12 | ☐ State Assembly 13 | ☐ State Assembly 14 | ☐ State Assembly 15 |
| ☐ State Assembly 16 | ☐ State Assembly 17 | ☐ State Assembly 18 | ☐ State Assembly 19 | ☐ State Assembly 20 |
| ☐ State Assembly 21 | ☐ State Assembly 22 | ☐ State Assembly 23 | ☐ State Assembly 24 | ☐ State Assembly 25 |
| ☐ State Assembly 26 | ☐ State Assembly 27 | ☐ State Assembly 28 | ☐ State Assembly 29 | ☐ State Assembly 30 |
| ☐ State Assembly 31 | ☐ State Assembly 32 | ☐ State Assembly 33 | ☐ State Assembly 34 | ☐ State Assembly 35 |

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☐ State Assembly 36 ☐ State Assembly 37 ☐ State Assembly 38 ☐ State Assembly 39 ☐ State Assembly 40
☐ State Assembly 41 ☐ State Assembly 42 ☐ State Assembly 43 ☐ State Assembly 44 ☐ State Assembly 45
☐ State Assembly 46 ☐ State Assembly 47 ☐ State Assembly 48 ☐ State Assembly 49 ☐ State Assembly 50
☐ State Assembly 51 ☐ State Assembly 52 ☐ State Assembly 53 ☐ State Assembly 54 ☐ State Assembly 55
☐ State Assembly 56 ☐ State Assembly 57 ☐ State Assembly 58 ☐ State Assembly 59 ☐ State Assembly 60
☐ State Assembly 61 ☐ State Assembly 62 ☐ State Assembly 63 ☐ State Assembly 64 ☐ State Assembly 65
☐ State Assembly 66 ☐ State Assembly 67 ☐ State Assembly 68 ☐ State Assembly 69 ☐ State Assembly 70
☐ State Assembly 71 ☐ State Assembly 72 ☐ State Assembly 73 ☐ State Assembly 74 ☐ State Assembly 75
☐ State Assembly 76 ☐ State Assembly 77 ☐ State Assembly 78 ☐ State Assembly 79 ☐ State Assembly 80

**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) in your browser to determine the Congressional district(s).

☐ Congressional District 1 ☐ Congressional District 2 ☑ Congressional District 3 ☐ Congressional District 4
☐ Congressional District 5 ☐ Congressional District 6 ☐ Congressional District 7 ☐ Congressional District 8
☐ Congressional District 9 ☐ Congressional District 10 ☐ Congressional District 11 ☐ Congressional District 12
☐ Congressional District 13 ☐ Congressional District 14 ☐ Congressional District 15 ☐ Congressional District 16
☐ Congressional District 17 ☐ Congressional District 18 ☐ Congressional District 19 ☐ Congressional District 20
☐ Congressional District 21 ☐ Congressional District 22 ☐ Congressional District 23 ☐ Congressional District 24
☐ Congressional District 25 ☐ Congressional District 26 ☐ Congressional District 27 ☐ Congressional District 28
☐ Congressional District 29 ☐ Congressional District 30 ☐ Congressional District 31 ☐ Congressional District 32
☐ Congressional District 33 ☐ Congressional District 34 ☐ Congressional District 35 ☐ Congressional District 36
☐ Congressional District 37 ☐ Congressional District 38 ☐ Congressional District 39 ☐ Congressional District 40
☐ Congressional District 41 ☐ Congressional District 42 ☐ Congressional District 43 ☐ Congressional District 44
☐ Congressional District 45 ☐ Congressional District 46 ☐ Congressional District 47 ☐ Congressional District 48
☐ Congressional District 49 ☐ Congressional District 50 ☐ Congressional District 51 ☐ Congressional District 52
☐ Congressional District 53

**D. County**

Select one or more of the California Counties where the proposed project activities will occur.

☐ Alameda ☐ Alpine ☐ Amador ☐ Butte ☐ Calaveras ☐ Colusa
☐ Contra Costa ☐ Del Norte ☐ El Dorado ☐ Fresno ☑ Glenn ☐ Humboldt

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| | | | | | |
|---|---|---|---|---|---|
| ☐ Imperial | ☐ Inyo | ☐ Kern | ☐ Kings | ☐ Lake | ☐ Lassen |
| ☐ Los Angeles | ☐ Madera | ☐ Marin | ☐ Mariposa | ☐ Mendocino | ☐ Merced |
| ☐ Modoc | ☐ Mono | ☐ Monterey | ☐ Napa | ☐ Nevada | ☐ Orange |
| ☐ Placer | ☐ Plumas | ☐ Riverside | ☐ Sacramento | ☐ San Benito | ☐ San Bernardino |
| ☐ San Diego | ☐ San Francisco | ☐ San Joaquin | ☐ San Luis Obispo | ☐ San Mateo | ☐ Santa Barbara |
| ☐ Santa Clara | ☐ Santa Cruz | ☐ Shasta | ☐ Sierra | ☐ Siskiyou | ☐ Solano |
| ☐ Sonoma | ☐ Stanislaus | ☐ Sutter | ☐ Tehama | ☐ Trinity | ☐ Tulare |
| ☐ Tuolumne | ☐ Ventura | ☐ Yolo | ☐ Yuba | | |

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# LE Certification

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**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 two OHV staging areas, the Davis Flat/Fouts Springs OHV staging area and the Little Stony OHV staging area. Both 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 of/• 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:

   The Colusa County Sheriff's Office works in cooperation with other local, state, and federal 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. Personnel are provided with the OHMVR Law Enforcement Booklet and have received training from the grants Law Enforcement Branch on OHV related laws. In addition to rider safety and ATV basics, team members are taught environmental awareness to address natural and cultural resource protection.

**Law Enforcement - Page 3**

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

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:

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: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 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) :** | G21-03-05-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 while operating our OHV designated truck purchased with past grant monies or our Polaris RZR purchased with past grant monies. In previous years, the program was extremely effective, with the deputies / sergeants conducting numerous enforcement activities, public assists and education, medical emergency response, and search and rescue operations.<br><br>This year we are asking for a slight increase in Grant Funding from previous years requests, specifically for more patrol hours. The need for a more patrol hours has been obvious with what we've seen over the past few years, especially this past year with Covid 19 and the increase in OHV riders in our county. We currently have 16 OHV Team members. Our team members consist of both Sergeants and Deputies who are eager to make our project area a fun and safe place to ride. With the increase in riders this past year due to Covid 19, we saw an increase in violations and an increase in problems. One of the biggest complaints I've heard from the community is inexperienced riders tearing up the trails and riding on the roadways. 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 rider and the public. M10 and Goat Mountain Road has many blind turns and becomes extremely narrow at times. Keeping riders in the designated riding areas will be a focus for our OHV Team this year. Some other reoccurring violations we've had issues with and will be focusing on are: Reckless driving, riding without a helmet, riding without spark arrestors, drinking and driving, improper PPE, and overcrowding issues. This past year we increased our patrol presence which helped us enhance the enforcement of applicable vehicle code sections, such as registration and equipment requirements (spark arresters, noise level), open container and driving under the influence, as well as other local, state, and federal laws. Our increased patrol efforts going forward would also 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>We have a great working relationship with Forrest Service who does a great job working in the project area. In the past, Forrest Service has requested we be present on big weekends to assist with the increase in riders we've seen over the years. We try and read the OHV forums as much as possible and field questions from local riders and the feedback has been mostly positive. This year I'm asking for grant money to purchase an OHV dedicated Trailer so we don't have to use our current trailer which is supposed to be dedicated to OES and used for storing generators. Per the new regulations, we cannot | | |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

| | |
|---|---|
| | maintenance a trailer that was not purchased with grant funds and have no way to maintain the trailer under the OES grant since it's being used for OHV activities. Last year we asked for money to purchase OHV dedicated uniforms due to the wear and tear from working OHV shifts. We are asking to purchase the same OHV uniforms for OHV as uniforms suffer significant wear and tear while working the OHV trails year to year.<br><br>Three years ago we used grant / matching fund monies to purchase a 2019 Polaris RZR 1000 XP4 4 seat UTV. In this year's grant we're asking for several upgrades to our UTV to better equip it for the terrain we are patrolling in. A roof is necessary to navigate the trails without causing injury to the riders and for the long term sustainability of the UTV. The project area is known to have trails with low hanging branches and we often work in inclimate weather conditions. A wench on the UTV would help us keep the trails safe for riders. Most of the downed trees and boulders are too large to simply push with a bumper or move by hand. A wench is the easiest and quickest way to move heavier objects. Although keeping the trails clear is not in our job description, it becomes part of our job description when we encounter an obstruction while patrolling because it's a safety issue for riders who are not aware of the obstruction. These are some of the upgrades to the UTV's we are asking for and we consider all of them necessary. This UTV will be used by this department for OHV patrol for at least the next ten years. |

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| **DIRECT EXPENSES** | | | | | | | |
| **Program Expenses** | | | | | | | |
| **1** | **Staff** | | | | | | |
| | 1. Staff-Law Enforcement Officers - Sergeant<br>Notes : Staff overtime requesting approximately 75% Grant Funds and 25% Matching Funds to fund Law Enforcement Officer overtime.<br><br>Sergeant Rate is approximately $75.00 at approximately 300 hours of OHV patrol.<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 | 75.000 | HRS | 22,500.00 | 16,875.00 | 5,625.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | * We're asking for a slight increase in grant funding for patrol hours this year compared to last year. This increase in hours has always been needed. We have an extremely large riding area that requires more shifts and added attention. Riding on the roadway between Davis Flats and Goat Mountain Road has become an increasingly bad problem and safety issue with the increase in riders over the past year. Covid 19 has made outdoor recreational activity pick up as people want to get out of their homes. | | | | | | |
| | 2. Staff-Law Enforcement Officers - Deputy<br>Notes : Staff overtime requesting approximately 75% Grant Funds and 25% Matching Funds to fund Law Enforcement Officer overtime.<br><br>Deputy Rate is approximately $65.00 at approximately 300 hours of OHV patrol.<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.<br><br>* We're asking for a slight increase in grant funding for patrol hours this year compared to last year. This increase in hours has always been needed. We have an extremely large riding area that requires more shifts and added | 300.0000 | 65.000 | HRS | 19,500.00 | 14,625.00 | 4,875.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

2/17/2021

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | attention. Riding on the roadway between Davis Flats and Goat Mountain Road has become an increasingly bad problem and safety issue with the increase in riders over the past year. Covid 19 has made outdoor recreational activity pick up as people want to get out of their homes. | | | | | | |
| **Total for Staff** | | | | | 42,000.00 | 31,500.00 | 10,500.00 |
| **2** | **Contracts** | | | | | | |
| **3** | **Materials / Supplies** | | | | | | |
| | 1. Materials / Supplies-Supplies-Safety Equipment<br>Notes : Four sets of Personal Protective Equipment (PPE) to replace old worn out equipment that is ten or more years old. Helmet, gloves and goggles. This equipment is to be used 100 percent of the time for OHV patrol. | 4.0000 | 400.000 | EA | 1,600.00 | 1,200.00 | 400.00 |
| | 2. Materials / Supplies-OHV Riding boots<br>Notes : OHV Riding Boots for the 16 members of our OHV Team. Per our policy we have to have proper PPE, which includes helmets, gloves, goggles and boots.<br><br>Bates GX-8 Gore-Tex side zip insulated boots $187.63 each. OHV dedicated boots that can get dirty without destroying your patrol boots. | 16.0000 | 183.630 | EA | 2,938.00 | 2,203.50 | 734.50 |
| **Total for Materials / Supplies** | | | | | 4,538.00 | 3,403.50 | 1,134.50 |
| **4** | **Equipment Use Expenses** | | | | | | |
| | 1. Equipment Use Expenses-Vehicle operations - Fuel<br>Notes : Fuel reimbursement at .58 cents per mile from the | 3750.0000 | 0.560 | MI | 2,100.00 | 1,575.00 | 525.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

2/17/2021

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | Colusa County Sheriff's Office to the project area at 75 % grant funding and 25 % match funding.<br><br>Fuel reimbursement at .58 cents per mile from the project area to the Colusa County Sheriff's Office at 75 % grant funding and 25 % match funding.<br><br>Fuel reimbursement at .58 cents per mile while operating within the project area at 75 % grant funding and 25 % match funding.<br><br>Vehicle: 2017 Dodge 2500 4X4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.<br><br>Vehicle: 2019 Polaris 1000 XP4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations. | | | | | | |
| | 2. Equipment Use Expenses-Spare Tire for OHV Truck<br>Notes : Spare tire for our 2018 Dodge Ram 2500 OHV Truck purchased previously with grant funds. The spare tire would be a Cooper off road tire purchased at 75 % grant funds and 25 % match funds.<br><br>The mountainous ruff terrain is a challenge for any type of tire and the risk of damage to our existing tires can happen | 1.0000 | 350.000 | EA | 350.00 | 262.50 | 87.50 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

2/17/2021

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | at any time. We need for a spare tire so we can replace a damaged or worn tire any time a problem occurs. By the end of the OHV year our OHV Truck tires will have extensive ware and tare and a replacement tire will be needed.<br><br>Vehicle: 2017 Dodge 2500 4X4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.<br><br>Vehicle: 2019 Polaris 1000 XP4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations. | | | | | | |
| | 3. Equipment Use Expenses-Spare Tire for OHV RZR<br>Notes : Spare tire for our 2019 Polaris 1000 XP4 purchased previously with grant funds. The spare tire would be a Terrabite Radial 30x10-14 Medium/Hard Terrain tire purchased at 75 % grant funds and 25 % match funds.<br><br>The mountainous ruff terrain is a challenge for any type of tire and the risk of damage to our existing tires can happen at any time. We need for a spare tire so we can replace a damaged or worn tire any time a problem occurs. By the end of the OHV year our OHV RZR tires will have extensive ware and tare and a replacement tire will be needed.<br><br>Vehicle: 2017 Dodge 2500 4X4 (Purchased with 75% Grant | 1.0000 | 200.000 | EA | 200.00 | 150.00 | 50.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations.<br><br>Vehicle: 2019 Polaris 1000 XP4 (Purchased with 75% Grant Fund / 25% Match Fund). Vehicle will be used 100% of the time for OHV Operations. | | | | | | |
| | 4. Equipment Use Expenses-Annual service-preventative maintenance<br>Notes : Annual service / preventative maintenance on our 2019 RZR XP4 1000 UTV. Per the manual, under the periodic maintenance chart our RZR requires an oil change every 50 hours, general lubrication maintenance such as lubricating fittings, pivots, cables, etc are required every 50 hours, front gearcase fluid is required to be changed every 100 hours, transmission oil is required to be changed every 100 hours. These are just some of the required maintenance required by Polaris not to count any general maintenance that comes up while patrolling during the OHV season.<br><br>Maintenance will be covered at 75 % grant funding and 25 % match funding. | 1.0000 | 400.000 | EA | 400.00 | 300.00 | 100.00 |
| | 5. Equipment Use Expenses-OHV Truck annual service / maintenance | 1.0000 | 400.000 | EA | 400.00 | 300.00 | 100.00 |
| **Total for Equipment Use Expenses** | | | | | 3,450.00 | 2,587.50 | 862.50 |
| **5** | **Equipment Purchases** | | | | | | |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | 1. Equipment Purchases-OHV Dedicated Trailer<br>Notes : An OHV dedicated trailer for our 2019 Polaris RZR 1000XP4 4 seat UTV. We are currently using an 8.5 by 20 foot trailer that was previously used and purchased with OES funds. This was a temporary fix until we could find a permanent solution for the OHV Team. We are no longer allowed to get grant funding for maintenance for a non grant funded piece of equipment and we cannot maintenance the trailer under the OES grant since we are using the trailer for OHV purposes.<br><br>Therefore, we are looking at purchasing a Continental Cargo 8.5 by 20 foot Tandem Axle Cargo Trailer. The approximate quote we received was for $6,500.00. | 1.0000 | 6500.000 | EA | 6,500.00 | 4,875.00 | 1,625.00 |
| **6** | **Others** | | | | | | |
| | 1. Windshield for RZR<br>Notes : Super ATV Hard Coated Flip Up Front Windshield - 2019-20 Polaris RZR XP4 1000. This item would be purchased at 75% grant funding and 25% match funding.<br><br>Our OHV area is open year round and can be extremely cold during the winter months. We have trails that go up towards Letts Lake and Snow mountain which can have high winds, rain and snow at times. A windshield can be helpful to help shield the weather. This particular windshield can flip up making it useful during any weather. The windshield is also hard coated on both sides for extreme | 1.0000 | 400.000 | EA | 400.00 | 300.00 | 100.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | durability. | | | | | | |
| | 2. Winch<br>Notes : A Polaris Pro HD 4500 LB Winch for our 2019 Polaris RZR 1000 XP4 4 Seat UTV. This UTV was purchased with past grant monies and is going to be used 100 percent of the time for OHV patrol. The winch is to be purchased using 75 % grand funds and 25 percent match funds.<br><br>We have attempted to purchase this item in past grants but had to cut it out due to grant funding amounts do to patrol needs in the project area. That being said, a winch attached to our UTV can prove important during OHV patrol shifts. For the safety of the OHV riders on the trails if we come across heavy obstructions on the trails we have to remove them. This is important to keep the riders from getting hurt. Most hazards can be moved by hand but larger boulders and trees require a winch. | 1.0000 | 850.000 | EA | 850.00 | 637.50 | 212.50 |
| | 3. Roof for UTV<br>Notes : 4 Seat Aluminum Roof for our 2019 Polaris RZR 1000 XPR 4 seat UTV. This UTV was purchased with past grant monies and is going to be used 100 percent of the time for OHV patrol. The roof is to be purchased using 75% grant funding and 25 % match funds.<br><br>We have attempted to purchase this item in past grants but had to cut it out due to grant funding amounts do to patrol | 1.0000 | 750.000 | EA | 750.00 | 562.50 | 187.50 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

2/17/2021

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | needs in the project area. That being said, A roof provides added protection from low hanging branches on narrow trails. A roof also gives us the opportunity to patrol in inclement weather such as light rain. OHV riders love to ride during light rain because it keeps the dust down. | | | | | | |
| | 4. Tool / utility box for UTV<br>Notes : 42 QT Rear Cargo Box for our 2019 Polaris RZR 1000 XP4 4 Seat UTV. This UTV was purchased with past grant monies and is going to be used 100 percent of the time for OHV patrol. The winch is to be purchased using 75 % grand funds and 25 percent match funds.<br><br>This cargo box would be utilized for carrying tools to repair our RZR incase it breaks down during a OHV patrol shift. We patrol in the mountainous areas of the Mendocino National Forrest and it's important for us to be able to repair our UTV by ourselves due to poor cell service and spotty radio reception areas. | 1.0000 | 250.000 | EA | 250.00 | 187.50 | 62.50 |
| | 5. Heavy Duty Universal Wrench<br>Notes : Heavy Duty Universal Wrench 100 percent dedicated for OHV Vehicles for tire changes. This tool will be 0 % grant funding and 100 % match funding. | 1.0000 | 15.000 | EA | 15.00 | 0.00 | 15.00 |
| | 6. Heavy Duty Arched Boxed Rear Radius Rods<br>Notes : Super ATV Heavy Duty Arched Boxed Rear Radius / Rods for our Polaris RZR XPR 1000 4 seat UTV. This item will be purchased at 75% grant funding and 25% match funding. | 1.0000 | 425.000 | EA | 425.00 | 318.75 | 106.25 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

2/17/2021

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | Our project area and OHV trails is considered rocky terrain with large rocks, boulders, tree limbs and branches often on the trails. We sometimes have to go off trail for OHV accidents or lost riders which provides even more challenging paths. Having raised or arched rear radius rods will provide a greater clearance and protection for our RZR. | | | | | | |
| | 7. Arched Lower A Arms for Polaris RZR<br>Notes : Super ATV Arched Lower A Arms for our Polaris RZR XPR 1000 4 seat UTV. This item will be purchased at 75% grant funding and 25% match funding.<br><br>Our project area and OHV trails is considered rocky terrain with large rocks, boulders, tree limbs and branches often on the trails. We sometimes have to go off trail for OHV accidents or lost riders which provides even more challenging paths. Having raised or arched rear radius rods will provide a greater clearance and protection for our RZR. | 1.0000 | 450.000 | EA | 450.00 | 337.50 | 112.50 |
| **Total for Others** | | | | | 3,140.00 | 2,343.75 | 796.25 |
| **Total Program Expenses** | | | | | 59,628.00 | 44,709.75 | 14,918.25 |
| **TOTAL DIRECT EXPENSES** | | | | | 59,628.00 | 44,709.75 | 14,918.25 |
| **INDIRECT EXPENSES** | | | | | | | |
| **Indirect Costs** | | | | | | | |
| **1** | **Indirect Costs** | | | | | | |
| | 1. Indirect Costs-OHV Uniforms | 16.0000 | 165.000 | EA | 2,640.00 | 660.00 | 1,980.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | Notes : OHV dedicated uniforms for our OHV Patrol Team. We currently have 16 members on our OHV Patrol Team. Those members are wearing their patrol uniforms which are all black and very difficult to stay clean. One or more shifts up in the project area can ruin the wool uniforms we're required to wear for patrol. On top of that our patrol uniforms can only be dry cleaned which is expensive. A dedicated OHV Patrol Uniform would be practical and dedicated strictly to OHV.<br><br>Under Armour Long Sleeve Tactical Performance Polo<br><br>$60.00, Sheriff's patches and OHV Team embroidery<br><br>$15.00 for above items, 5.11 Tactical Apex Pants $90.00.<br><br>* The embroidery is to add OHV Patrol to the uniform shirt. This is for the public to see we are patrolling for OHV purposes.<br><br>These items would be purchased at 25 percent grant funds and 75 percent match funds and would be used 100 percent of the time for OHV patrol. | | | | | | |
| | 2. Indirect Costs-Annual service-preventative maintenance<br>Notes : Annual service / preventative maintenance on our | 20.0000 | 65.000 | HRS | 1,300.00 | 325.00 | 975.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021 2/17/2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| | 2019 RZR XP4 1000 UTV. This service would be conducted by a deputy who has previous experience with UTV maintenance. The deputy rate is approximately 65 dollars per hour and were asking for 20 hours.<br><br>Per the manual, under the periodic maintenance chart our RZR requires an oil change every 50 hours, general lubrication maintenance such as lubricating fittings, pivots, cables, etc are required every 50 hours, front gearcase fluid is required to be changed every 100 hours, transmission oil is required to be changed every 100 hours. These are just some of the required maintenance required by Polaris not to count any general maintenance that comes up while patrolling during the OHV season.<br><br>Maintenance will be covered at 25% grant funding and 75% match funding. | | | | | | |
| | 3. Indirect Costs-Supervisor hours<br>Notes : Hours of time for payroll, logs, time sheets, reimbursement paperwork, stats and management of the grant.<br><br>Sergeant rate is approximately 75 dollars per hour and we're asking for 25 % grant funding and 75 & match funding. | 20.0000 | 75.000 | HRS | 1,500.00 | 375.00 | 1,125.00 |
| **Total for Indirect Costs** | | | | | 5,440.00 | 1,360.00 | 4,080.00 |
| **Total Indirect Costs** | | | | | 5,440.00 | 1,360.00 | 4,080.00 |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

2/17/2021

| | Line Item | Qty | Rate | UOM | Total | Grant Req. | Match |
|---|---|---|---|---|---|---|---|
| **TOTAL INDIRECT EXPENSES** | | | | | 5,440.00 | 1,360.00 | 4,080.00 |
| **TOTAL EXPENDITURES** | | | | | **65,068.00** | **46,069.75** | **18,998.25** |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

Project Cost Summary for Grants and Cooperative Agreements Program - 2021
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

2/17/2021

| | Category | Total | Grant Req. | Match | Narrative |
|---|---|---|---|---|---|
| **DIRECT EXPENSES** | | | | | |
| **Program Expenses** | | | | | |
| 1 | Staff | 42,000.00 | 31,500.00 | 10,500.00 | |
| 2 | Contracts | 0.00 | 0.00 | 0.00 | |
| 3 | Materials / Supplies | 4,538.00 | 3,403.50 | 1,134.50 | |
| 4 | Equipment Use Expenses | 3,450.00 | 2,587.50 | 862.50 | |
| 5 | Equipment Purchases | 6,500.00 | 4,875.00 | 1,625.00 | |
| 6 | Others | 3,140.00 | 2,343.75 | 796.25 | |
| **Total Program Expenses** | | 59,628.00 | 44,709.75 | 14,918.25 | |
| **TOTAL DIRECT EXPENSES** | | 59,628.00 | 44,709.75 | 14,918.25 | |
| **INDIRECT EXPENSES** | | | | | |
| **Indirect Costs** | | | | | |
| 1 | Indirect Costs | 5,440.00 | 1,360.00 | 4,080.00 | |
| **Total Indirect Costs** | | 5,440.00 | 1,360.00 | 4,080.00 | |
| **TOTAL INDIRECT EXPENSES** | | 5,440.00 | 1,360.00 | 4,080.00 | |
| **TOTAL EXPENDITURES** | | **65,068.00** | **46,069.75** | **18,998.25** | |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law

# Environmental Review Data Sheet (ERDS)

FOR OFFICE USE ONLY: Version # _____ APP # _____

**ITEM 1 and ITEM 2**

**ITEM 1**

a. ITEM 1 - Has a CEQA Notice of Determination (NOD) been filed for the Project? ○ Yes ○ No

**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**

c. ITEM 3 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378? ○ Yes ○ No

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. ○ 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. DO NOT complete ITEMS 4 – 10.

**ITEM 4 - Impact of this Project on wetlands, navigable waters, and sensitive habitats and species (including threatened and endangered species):**

**ITEM 5 - Cumulative Impacts of this Project**

**ITEM 6 - Soil Impacts**

**ITEM 7 - Damage to Scenic Resources**

**ITEM 8 - 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 9 - Potential for Adverse Impacts to Historical or Cultural Resources**

Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources? ○ Yes ○ No

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources:

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

**ITEM 10 - Indirect Significant Impacts**

**CEQA/NEPA Attachment**

| Attachment Title | Attachment |
|---|---|
| | |

Attachment: 2021-2022 Preliminary OHV Grant (6402 : Reso for 2021/2022 Off-Highway Vehicle Law Enforcement Grant)

**COUNTY OF COLUSA, CA** **3.9**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **Health and Human Services** |
| **FROM:** | **Kirill Obraztsov** |
| **SUBJECT:** | **Letter of Intent to transition to a County Organized Health System (COHS) Medi-Cal Managed Care Model with Partnership Health Plan.** |

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

## Detailed Description/Background of request

Over the past several decades, California has implemented a variety of Medicaid (in California called "Medi-Cal") managed care models, including the County Organized Health System (COHS), the Two-Plan Model and the Geographic Model. In 2013, Medi-Cal managed care was expanded to 28 California counties, including Colusa County. Many counties in Northern California sought to enter into the COHS model. The COHS model is generally regarded as offering counties the greatest amount of local control, with counties being directly responsible for governance of their respective plans, either alone or in combination with other counties. Prior to this expansion of managed care Partnership Health Plan, a COHS serving several Northern California counties, already had a strong reputation for superior quality, access, and collaboration with counties and medical providers. Prior to the 2013 managed care expansion, many Northern California counties sought to join the COHS model under Partnership Health Plan. However, at the time DHCS restricted the number of counties allowed to enter into a COHS model, and assigned the remaining counties to the Regional Model, in which the state contracts with two for-profit plans to administer Medi-Cal benefits in a county. Colusa County, along with most other counties in our region, was assigned to the Regional Model and Anthem Blue Cross and California Health and Wellness were selected as our 2 Medi-Cal managed care plans. Colusa County was not consulted by DHCS on its assignment to the Regional Model or on the procurement process that led to the selection of our 2 Medi-Cal managed care plans.

In 2018, Senator Jim Nielsen requested, and the Joint Legislative Audit Committee approved, a state audit of DHCS' oversight of managed health care in the 18 small and rural counties under the Regional Model. In August of 2019, the State Auditor released a report entitled "Department of Health Care Services: It Has Not Ensured That Medi-Cal Beneficiaries in Some Rural Counties Have Reasonable Access to Care" that found:

- DHCS did not enforce state requirements that limit distances health plans may direct their Medi-Cal beneficiaries to travel to receive health services.

- DHCS failed to hold Regional Model health plans accountable for improving beneficiaries' access to care.
- Regional Model beneficiaries have generally received a lower quality of care than beneficiaries in other areas of the state.
- DHCS did not adequately educate Regional Model counties about the options available to them regarding their transition to managed care.
- DHCS was found to not have assisted Regional Model counties that wanted to create or join a County-Organized Health System (COHS), which may have provided beneficiaries with better access to care.

In addition, the audit report recommended that DHCS assist counties desiring a transition to COHS model in making that change after their current contracts expire. All of the current 18 regional counties are actively pursuing letters of intent to transition to COHS plans.

Also in 2019, the California Health Care Foundation performed an independent evaluation of the Regional Model and found the following:

- Specialty care is somewhat more difficult for Medi-Cal enrollees in Regional Model counties compared to other rural areas of the state.
- The quality of care provided to Medi-Cal enrollees by Regional Model MCPs was worse, on average, when compared to MCPs in other rural counties.
- Overall, Medi-Cal enrollee satisfaction with MCP performance was lower in Regional Model counties relative to other rural areas of the state.

Pursuant to the State Auditor's recommendations, DHCS recently released information on the upcoming statewide procurement of commercial Medi-Cal MCPs and issued an instruction that all counties wishing to transition to a COHS should submit a letter of intent to DHCS by March 31, 2021. Colusa County DHHS has met with several counties in the region who are excited at the prospect of transitioning together into a COHS Medi-Cal Managed Care model with Partnership Health Plan. Additionally, Tehama, Butte, Placer, Plumas, Glenn, Sierra, Yuba, Sutter, and Nevada Counties are all planning to submit an LOI to transition to partnership.

## Prior Board Action

Board of Supervisors approved a Resolution Allowing Colusa County to Participate in the Partnership Health Plan on 10/31/2017.

## Fiscal Impact/Funding Source

A letter of intent would be non-binding and there is no anticipated fiscal impact to the County associated with submitting a letter to DHCS indicating Colusa County's intent to transition to a COHS model. An eventual transition to a COHS model is expected to streamline care coordination for Colusa County DHHS clients and may result in modest reductions in Department expenses.

## Action for the Clerk

Please have Gary J. Evans, the BOS Chair, sign the Letter of Intent.

**ATTACHMENTS:**

- LOI Final 3-8-2021 (PDF)

PARTNERSHIP HEALTHPLAN of CALIFORNIA
A Public Agency

March 31, 2021

Bambi Cisneros,
Assistant Deputy Director
California Department of Health Care Services

Ms. Cisneros,

In 2013, 18 counties formed the Regional Model of Medi-Cal managed care. Over the last few years, a subset of these counties have approached Partnership HealthPlan of California (PHC) about possible expansion of the plan to include 10 of these counties. With the support of the PHC Board of Commissioners, please accept this as our letter of intent for Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra, Sutter, Tehama, and Yuba counties to join PHC in 2024.

The counties have spent years of discussion with area hospitals, outpatient Medi-Cal providers, affected county departments and many area ancillary health providers regarding the change. Moving from the Regional Model to PHC would be in the best interest of the counties' residents. This decision was made after careful deliberation and extensive discussion with health care and community partners.

Many factors motivated the 10 counties to pursue a County Organized Health System (COHS) model of Medi-Cal managed care with PHC. Some of these included:

- The organization is non-profit;
- Each county in the service area appoints members to PHC's Board of Commissioners;
- PHC's reinvestment into important community programs and benefits for members and providers, in part due to the PHC's low administrative overhead;
- PHC's long established record of working collaboratively in the local communities it serves;
- The emphasis on quality and quality incentive programs, including accreditation by the National Committee on Quality Assurance (NCQA);
- High member and provider satisfaction scores; and
- PHC's experience with the challenges of health care delivery in rural California.

PHC and the counties understand this is a significant change for all parties, including Medi-Cal beneficiaries in these counties. We are committed to working diligently to respond to all questions and inquiries from DHCS, community partners, and beneficiaries. The counties and PHC have reviewed the readiness requirements and can attest:

1. PHC is in good financial standing and is able to assume financial risk for Medi-Cal managed care plan services for Medi-Cal beneficiaries in these 10 counties, assuming revenue rates for the expansion area are determined to be sufficient by PHC. PHC is able to meet all financial readiness requirements.
2. There are no health related financial sanctions or corrective action plans currently in place for PHC or the counties.
3. PHC will explore if direct contract or subcontract/delegation arrangements are needed for this transition.
4. PHC and counties will work together to self-fund all pre-implementation activities.
5. PHC and the counties will meet non-financial readiness requirements and timelines as provided by DHCS.
6. PHC will meet network capacity requirements for all of the eligible beneficiaries in these counties.
7. PHC will implement all applicable Medi-Cal managed care plan requirements.
8. PHC is committed to a robust network contracting strategy.
9. The Counties are not aware of any new state statute that would be required to enact a transition, but if at some point it is determined that new legislation is required, then all of our counties will work together with DHCS, PHC, the County Health Executives Association of California (CHEAC), the Health Officers Association of California (HOAC) and the Rural County Representatives of California (RCRC) to develop and enact such legislation.

Attachment: LOI Final 3-8-2021 [Revision 1] (6411 : Notice of Intent to join Partnership Health Plan)

10. All ten counties attest that each of our Board of Supervisors will consider enacting local ordinances by October 2021 authorizing the shift of our counties to Partnership HealthPlan of California.

PHC and the counties understand this is a non-binding letter of intent, and that an expansion of PHC's service area to include these counties is contingent upon DHCS and CMS approval. We acknowledge that under federal Medicaid rules, beneficiaries are required to have a choice of at least two managed care plans. An exception to this rule does apply for COHS plans, provided that total enrollment does not exceed 16 percent (16%) of the total Medi-Cal population. Further, Medi-Cal beneficiaries residing in rural areas are also exempted from federal managed care plan choice requirements. Currently, the number of beneficiaries falling under this provision appears to be below the cap. Based on PHC's initial legal review, it also appears that under current federal agreements for managed care operations that this federal enrollment cap may be waived. We note, however, that DHCS may have a different view of the application and impact of this enrollment cap. PHC and the counties will need to engage in further conversation with DHCS regarding the interpretation of this cap; and/or potential waivers needed for approval.

PHC and the counties acknowledge this is a large initiative for DHCS and appreciate the opportunity to improve the care our Medi-Cal members receive. We look forward to ongoing collaboration during this transition.

Thank you,

Liz Gibboney
CEO, Partnership HealthPlan of California

Bill Connelly
Chair, Board of Supervisors
Butte County

Jeff Engel
Chair, Board of Supervisors
Plumas County

Gary Evans
Chair, Board of Supervisors
Colusa County

Lee Adams
Chair, Board of Supervisors
Sierra County

Keith Corum
Chair, Board of Supervisors
Glenn County

Dan Flores
Chair, Board of Supervisors
Sutter County

Dan Miller
Chair, Board of Supervisors
Nevada County

Dennis Garton
Chair, Board of Supervisors
Tehama County

Robert Weygandt
Chair, Board of Supervisors
Placer County

Gary Bradford
Chair, Board of Supervisors
Yuba County

Enclosure (3):
1. Contact Information for PHC and Counties
2. Readiness Planning Document
3. PHC Financial Documents

Attachment: LOI Final 3-8-2021 [Revision 1] (6411 : Notice of Intent to join Partnership Health Plan)

## Enclosure 1: County and PHC Contact Information

| County/Name of Contacts | Contact type | Phone | Email | Address |
|---|---|---|---|---|
| **Butte County** | | | | |
| Danette York | Primary | (530) 552-3820 | DYork@buttecounty.net | Butte County Public Health, 202 Mira Loma Dr. Oroville, CA 95965 |
| Dr. Robert Berstein | Secondary | (530) 552-3902 | rbernstein@buttecounty.net | Butte County Public Health, 202 Mira Loma Dr. Oroville, CA 95965 |
| **Colusa County** | | | | |
| Elizabeth Kelly | Primary | (530) 458-0250 | Elizabeth.Kelly@colusadhhs.org | Colusa County HHS, 251 E. Webster St., Colusa, CA 95932 |
| Annie Mitchell | Secondary | (530) 458-0250 | annie.mitchell@countyofcolusa.com | Colusa County HHS, 251 E. Webster St., Colusa, CA 95932 |
| **Glenn County** | | | | |
| Brenda Enriquez | Primary | (530) 934-1496 | Benriquez@countyofglenn.net | Glenn County HHS, 420 E. Laurel St., Willows, CA 95988 |
| Nan DiLouie | Secondary | (530) 934-1439 | NDiLouie@countyofglenn.net | Glenn County HHS, 420 E. Laurel St., Willows, CA 95988 |
| Christine Zoppi | County Rep. | (530) 934-6683 | Czoppi@countyofglenn.net | Glenn County HHS, 420 E. Laurel St., Willows, CA 95988 |
| **Nevada** | | | | |
| Phebe Bell | Primary | (530) 470-2784 | Phebe.Bell@co.nevada.ca.us | Nevada County Behavioral Health, 500 Crown Point Circle, Grass Valley, CA 95945 |
| Ryan Gruver | Secondary | (530) 265-7226 | Ryan.Gruver@co.nevada.ca.us | Nevada County HHSA, 950 Maidu Ave, Suite 120, Nevada City, CA 95959 |
| **Placer** | | | | |
| Rob Oldham | Primary | (530) 745-3191 | roldham@placer.ca.gov | Placer County HHS, 3091 County Center Drive, Auburn, CA 95603 |
| Joe Arsenith | Secondary | (530) 889-7145 | jarsenith@placer.ca.gov | Placer County HHS/Public Health, 11484 B Avenue, Auburn, CA 95603 |
| **Plumas** | | | | |
| Tony Hobson | Primary | (530) 283-6307 ext 1007 | thobson@pcbh.services | Plumas County Public Health Agency, 270 County Hospital Road, Suite 109 Quincy, CA 95971 |
| Shelley Evans | Secondary | 530-283-6307 ext. 1038 | sevans@pcbh.services | Plumas County Public Health Agency, 270 County Hospital Road, Suite 109 Quincy, CA 95971 |
| **Sierra** | | | | |
| Vickie Clark | Primary | (530) 993-6707 | vclark@sierracounty.ca.gov | Sierra County Public Health and Social Services, 202 Front |

Attachment: LOI Final 3-8-2021 [Revision 1] (6411 : Notice of Intent to join Partnership Health Plan)

| County/Name of Contacts | Contact type | Phone | Email | Address |
|---|---|---|---|---|
| | | | | St., PO Box 1019, Loyalton, CA 96118 |
| Jamie Franceschini | Secondary | (530) 993-6770 | jfranceschini@sierracounty.ca.gov | Sierra County Public Health and Social Services, 202 Front St., PO Box 7, Loyalton, CA 96118 |
| **Sutter** | | | | |
| Nancy O'Hara | Primary | (530) 822-7327 | nohara@co.sutter.ca.us | Sutter County HHS, 1445 Veterans Memorial Circle, Yuba City, CA 95993 |
| Rick Bingham | Secondary | (530) 822-7327 | rbingham@co.sutter.ca.us | Sutter County HHS, 1445 Veterans Memorial Circle, Yuba City, CA 95993 |
| Leah Northrop | Secondary | (530) 822-7226 | lnorthrop@co.sutter.ca.us | Sutter County HHS, 1445 Veterans Memorial Circle, Yuba City, CA 95993 |
| **Tehama** | | | | |
| Valerie Lucero | Primary | (530) 528-3216 | Valerie.Lucero@tchsa.net | Tehama County Health Services Agency, P.O. Box 400/818 Main St. Red Bluff, CA 96080 |
| Jayme Bottke | Secondary | (530) 528-3275 | Jayme.Bottke@tchsa.net | Tehama County Health Services Agency, P.O. Box 400/818 Main St. Red Bluff, CA 96080 |
| **Yuba** | | | | |
| Homer Rice | Primary | (530) 749-6385 | hrice@co.yuba.ca.us | Yuba County HHS, 5730 Packard Ave, Marysville, CA 95901 |
| Jennifer Vasquez | Secondary | (530) 749-6380 | jvasquez@co.yuba.ca.us | Yuba County HHS, 5730 Packard Ave, Marysville, CA 95901 |
| | | | | |
| **Partnership HealthPlan of California** | | | | |
| Liz Gibboney | CEO | (707) 863-4232 | egibboney@partnershiphp.org | 4665 Business Center Dr. Fairfield, CA 94534 |
| Amy Turnipseed | Sr. Director External and Regulatory Affairs | (661) 203-7836 | aturnipseed@partnershiphp.org | 4665 Business Center Dr. Fairfield, CA 94534 |

Attachment: LOI Final 3-8-2021 [Revision 1] (6411 : Notice of Intent to join Partnership Health Plan)

## Enclosure 2: Readiness Planning Document

Partnership HealthPlan of California (PHC) was formed as a health insurance organization, and is legally a subdivision of the State of California, but is not part of any city, county or state government system. PHC began serving Medi-Cal eligible persons in Solano in May 1994. Napa County joined PHC in March of 1998, followed by Yolo in March of 2001, Sonoma in October 2009, and Marin and Mendocino in July 2011. PHC expanded to eight northern counties (Del Norte, Humboldt, Lake, Lassen, Modoc, Shasta, Siskiyou, and Trinity) in September 2013.

Today, PHC serves over 570,000 Medi-Cal beneficiaries in 14 counties. PHC is willing to produce supplemental information (policies, reports, etc.) needed to elaborate on our ability to meet readiness criteria; and are proud of our experience with five expansions.

### Service Utilization

PHC has systematic processes for monitoring for overutilization and underutilization of services (PHC policy MPUP 3006 and UM program description MPUD 3001, as approved by DHCS). The availability of primary care and specialty care providers and accessibility of primary care and specialty care services are evaluated as part of the network adequacy and availability requirements, following DHCS and NCQA standards.

### Network Adequacy

Per our contract with DHCS, PHC submits a complete Provider Network that is adequate to provide required covered services for eligible beneficiaries within PHC's service area.

Within PHC's service area, we ensure and monitor an appropriate network, including adult and pediatric primary care providers (PCPs), OB/GYN, adult and pediatric behavioral health providers, adult and pediatric specialists, professional, Allied Health Care Personnel, supportive paramedical personnel, hospitals, pharmacies, and an adequate number of accessible inpatient facilities and service sites. PHC's network includes American Indian Health Service Programs, Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs), and Freestanding Birthing Centers (FBCs), where available. In addition, we have a robust telemedicine program that offers adult and pediatric specialty health care services.

### Quality Monitoring

PHC's Quality and Performance Improvement (QI/PI) program provides a systematic process to monitor the quality of clinical care and health care service delivery to PHC members. It includes an organized framework to identify opportunities to improve the quality of health care services provided, promote efficient and effective use of health plan financial resources, and to partner with internal and external stakeholders to support performance improvement and to improve health outcomes. The program promotes consistency in application of quality assessment and improvement functions for the full scope of health care services while providing a mechanism to:

- Ensure integration with current community health priorities, standards, and goals that impact the health of the PHC member population
- Identify and act on opportunities to improve care and service
- Identify overuse, misuse, and underuse of health care services
- Identify and act on opportunities to improve processes to ensure patient safety
- Address potential or tangible quality issues
- Review trends that suggest variations in the process or outcomes of care

### Accessibility Standards

PHC is committed to ensuring that its members have access to providers to meet their health care needs. PHC has established standards that meet or exceed DHCS requirements for the numbers and types of clinicians and facilities, as well as for their geographic distribution, appointment accessibility and office and telephone availability. PHC monitors provider availability and accessibility on an annual basis by conducting various surveys. These includes verifying the third next available appointment ("the 3NA"), telephone access, and access to care outside of normal business hours. PHC policy MPNET 100 describes the plan's approach to full compliance with both DHCS and NCQA standards. PHC also ensures the provider network is educated on how our members can access the PHC 24/7 Advice Nurse program, transportation benefits, interpreter services and behavioral health services.

Attachment: LOI Final 3-8-2021 [Revision 1] (6411 : Notice of Intent to join Partnership Health Plan)

**COUNTY OF COLUSA, CA** **3.10**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Purchasing and Procurement**

**FROM:** **Ann Nordyke**

**SUBJECT:** **Approve 4th Modification to Skyway House**

Approve Fourth Modification to Contract C18-077 with **Skyway House, Inc.** for alcohol/drug abuse treatment residential treatment services.

## Detailed Description/Background of request

On July 1, 2018, the County entered into a new contract with Skyway House, Inc., based out of Chico, CA for alcohol/drug abuse treatment residential treatment services. Three previous modification were completed to extend the termination date, update rates and to add additional mandated requirements.

Behavioral Health is requesting a fourth modification to the existing contract by increasing the compensation from $80,000 per fiscal year to $120,000 per fiscal year.

Skyway House had clients that tested positive for COVID so they had to quarantine all the residents. We have no way of knowing if that will happen again, but we would rather have ample compensation. There has also been an increase in the number of clients utilizing this facility during the pandemic. Currently, Behavioral Health has five clients that are utilizing their services.

## Prior Board Action

C18-077; C19-104; C19-207; & C20-096

## Fiscal Impact/Funding Source

Budgeted in 00106-4013-55270

## Action for the Clerk

Skyway House, Inc.
Attention: David Deichler, Executive Director
392 Connors Court, Suite C
Chico, CA 95926

## ATTACHMENTS:

- C18-077 Skyway House Inc (PDF)
- C19-104 1st Mod. Skyway House (PDF)

- C19-207 2nd Mod Skyway House(PDF)
- C20-096 3rd Mod. Skyway House Inc (PDF)
- Fourth Modificaton to Skyway House (DOCX)

C 18 - 077

**Skyway House Residential Alcohol/Drug Treatment Services Contract**

This Alcohol/Drug Abuse Residential Treatment Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Skyway House, Inc., (Contractor), a California nonprofit corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with alcohol/drug abuse residential treatment services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2018 and shall terminate on July 1 2019.

3. **Compensation:** Compensation to be paid to Contractor shall be in accordance with the schedule set forth in Attachment "B" attached hereto and incorporated by this reference. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the Director of Behavioral Health. Contractor will provide County a completed IRS for W-9 before payments will issue from County. County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   **A. Invoices shall:**
   1) Be prepared on Contractor's letterhead.
   2) Bear Contractor's name as shown on the contract.
   3) Bear the contract number.
   4) Itemize the costs incurred.
   5) Include a summary of the services provided.
   6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   **A.** Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   **B.** Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

   **C.** Contractor shall provide properly skilled professional and technical personnel to



Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   **A.** Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   **B.** Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   **C.** Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the other party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C 18-077

less than A:VII:

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such insurance coverage shall have an effective date prior to or equal to the effective date of this Contract and continue coverage for a period of three (3) years after the expiration of this Contract and any extensions thereof. In lieu of maintaining post-contract expiration overage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after expiration of this Contract.

C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

10. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C18-077

12. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

| | |
|---|---|
| If to County: | Colusa County<br>Department of Behavioral Health<br>Attn: Director<br>162 E. Carson Street<br>Colusa, CA 95932 |
| If to Contractor: | Skyway House, Inc.<br>Attention: David Deichler, Executive Director<br>P.O. Box 632<br>Paradise, CA 95967 |

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such

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subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

19. **Termination**: This Contract may be terminated for the following reasons:

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

    **B.** By either party without cause upon fifteen (15) days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    **A.** Attachment "A" Scope of Services
    **B.** Attachment "B" Skyway House County Rates
    **C.** Attachment "C" Reasons for Termination
    **D.** Attachment "D" Additional Requirements
    **E.** Attachment "E" HIPAA Business Associate Addendum

**COUNTY OF COLUSA**

Gary J. Evans, Board Chair — Date: 5/29/18

**SKYWAY HOUSE, INC.**

Signature — Date: 6-11-18

David Dischler Executive Director
Printed Name and Title

**APPROVED AS TO FORM:**

Marcos A. Kropf, County Counsel

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

By Melissa Kitts
Melissa Kitts, Deputy

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

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# ATTACHMENT A

## SCOPE OF SERVICES

**Residential:**

Skyway House Residential Treatment facilities serve adult men and women ages 18 and up. All clients receive extensive, one-on-one case management tailored to their particular life situation and their needs. Clients participate in group and individual counseling, relapse-prevention, anger management, life skills classes, and transitional planning. Our core educational curriculum is evidenced based and is provided beyond all State licensing and certification requirements. Individual counseling is also provided on a weekly basis. Skyway House offers additional educational aspects based on the client's needs. These components may include but are not limited to; parenting education, behavioral health services, grief counseling, and HIV/AIDS, Hepatitis-C and nutrition education. When Skyway House is not able to offer these services on site, community referrals may be employed.

Services are provided 24 hours a day, 365 days a year. Skyway House residential facility is located in Chico and houses up to 20 adults.

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## ATTACHMENT B

## SKYWAY HOUSE, INC., COUNTY RATES
## FY 2018-2019

| | Daily Rate | Monthly Rate |
|---|---|---|
| **Residential Treatment** | | |
| Minimum 30 Days/ Maximum 6mths | $122.93 | $3,687.90 |

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C 18-077

# ATTACHMENT C

## REASONS FOR TERMINATION

### 1. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

### 2. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

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# ATTACHMENT D

## ADDITIONAL REQUIREMENTS

### 1. No Unlawful Use or Unlawful Use of Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol – related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol – related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

### 2. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

### 3. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

### 4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

Subcontractor must report any security incidents or breaches of unsecured PHI to the Contractor. In accordance with 45 CFR Section 164.504€(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall provide an opportunity for the subcontractor to cure the breach. If a breach of unsecured protected health information affects fewer than 500 individuals, Subcontractor must complete a notice for a breach within 60 days of the end of the calendar year in which the breach was discovered. If a breach of unsecured protected health information affects 500 or more individuals, Subcontractor must notify the Secretary of the breach without unreasonable delay and in no case later than 60 calendar days from the discovery of the breach. Additionally, subcontractor must submit the notice for a breach.

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C 18- 077

## ATTACHMENT E

## HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

**Definitions**

Catch-all definition:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Comfort Haven for the Elderly. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean [Colusa County Department of Behavioral Health].

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

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(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

**Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3)

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

**Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of Behavioral Health.

**Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions**

(a) Behavioral Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)Behavioral Health shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Behavioral Health shall notify Business Associate of any restriction on the use or disclosure of protected health information that Behavioral Health has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

**Permissible Requests by Behavioral Health**

Behavioral Health shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Behavioral Health, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

**Term and Termination**

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date Behavioral Health terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by Behavioral Health, if Behavioral Health determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Behavioral Health. Behavioral Health may in its discretion provide the Business Associate with an opportunity to cure a violation or breach

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from Behavioral Health, or created, maintained, or received by Business Associate on behalf of Behavioral Health, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of Behavioral Health transmit the protected health information to another Business Associate of the Behavioral Health at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

**Miscellaneous**

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

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C 18-077

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. Behavioral Health at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C18-077 Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-104

**First Modification of C18-077 for Resident Treatment Services**

This First Modification of Resident Treatment Services Contract C18-077 is between the County of Colusa (County), a political subdivision of the State of California, and Skyway House, Inc., (Contractor), a California nonprofit corporation.

**Background**

On July 1, 2018, the parties executed Contract C18-077 for alcohol/drug abuse residential treatment services.

The parties now want to modify the Contract to extend the termination date, increase the rates paid to Contractor, update the mailing address and add an Attachment "F". All other terms and conditions remain the same.

**Modification**

The parties agree to modify the Contract effective June 11, 2019, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2019 to June 30, 2020.
2. Section 13, Written Notification, is modified as follows:

   Skyway House, Inc.
   392 Connors Court, Suite C
   Chico, CA 95926
3. Attachment "B", Rates, is replaced with FY 2019/2020.
4. Add Attachment "F" - Requirements.

**COUNTY OF COLUSA**

Date 6/11/19

Kent S. Boes, Board Chair

**SKYWAY HOUSE, INC.**

Date: 6/20/19

Signature

David Dricker Executive Director

Printed Name and Title

**APPROVED AS TO FORM**

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy Clerk

Attachment: C19-104 1st Mod. Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-104

## ATTACHMENT B

## SKYWAY HOUSE, INC., COUNTY RATES
## FY 2019-2020

| | Daily Rate | Monthly Rate |
|---|---|---|
| **Residential Treatment** | | |
| Minimum 30 Days/ Maximum 6mths | $128.06 | $3,841.80 |

| | Total Cost | Monthly Rate |
|---|---|---|
| **Intensive Outpatient** | | |
| 90 Day Program | | |
| 36 Groups, 13 Individual Sessions | $2,055 | $685 |

| | Total Cost | Monthly Rate |
|---|---|---|
| **Outpatient** | | |
| 90 Day Program | | |
| 12 Groups, 13 Individual Sessions | $1,335 | $445 |

Not to exceed $80,000 per fiscal year.

Attachment: C19-104 1st Mod. Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-104

# ATTACHMENT F

## REQUIREMENTS

A. Additional Contract Restrictions

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

B. Debarment and Suspension

Contractor must comply with applicable federal disbarment and suspension regulations in addition to the requirements set forth in 42 CFR Part 1001.

C. Cultural and Linguistic Proficiency

To ensure equal access to quality of care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

D. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126 (e)).

E. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment by disseminating information through educational bulletins and technical assistance.

F. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into the Contract by reference and made a part hereto as if set forth in full, Contractor will not unlawfully discriminate against any person.

Attachment: C19-104 1st Mod. Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-104

G. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Ace of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101-6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and constitution contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patients Records (42 CFR Part 2, Subparts A-E).

H. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

Attachment: C19-104 1st Mod. Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-104

2. Title 2, Division 3, Article 9.5 of the Government Code commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

Attachment: C19-104 1st Mod. Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C 19-207

**Second Modification of C18-077 for Resident Treatment Services**

This Second Modification of Resident Treatment Services Contract C18-077 is between Colusa County (County), a political subdivision of the State of California, and Skyway House, Inc., (Contractor), a California nonprofit corporation.

**Background**

On July 1, 2018, the parties executed Contract C18-077 for alcohol/drug abuse treatment residential treatment services.

On June 11, 2019, the parties executed Contract C19-104 to modify the Contract to extend the termination date, rates paid to Contractor, updating mailing address and added an Attachment "F".

The parties now want to modify the Contract to replace Attachment "F", with a new Attachment "F" – Requirements. All other terms and conditions remain the same.

**Modification**

The parties agree to modify the Contract effective December 17, 2019, as follows:

1. Section 21, Attachments, replace Attachment "F" with a new Attachment "F" – Requirements.

**COUNTY OF COLUSA**

Date: 12/17/19

Kent S. Boes, Board Chair

**SKYWAY HOUSE, INC.**

Date: 12/27/19

Signature

**APPROVED AS TO FORM**

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C 19 207

ATTACHMENT F

REQUIREMENTS

## A. Additional Contract Restrictions

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

## B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

## C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

## D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

## E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

## F. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.
If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

**G. Restriction on Distribution of Sterile Needles**

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**H. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

## I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C 19-207

**J. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

**K. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

**L. Intravenous Drug Use (IVDU) Treatment**

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

**M. Tuberculosis Treatment**

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

**O. Tribal Communities and Organizations**

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-207

service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

**P. Participation of County Behavioral Health Director's Association of California.**

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

**R. Perinatal Practice Guidelines**

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

**S. Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-207

**T. Nondiscrimination in Employment and Services**

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

**U. Federal Law Requirements:**

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C19-207

## V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

## W. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

## X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Attachment: C19-207 2nd Mod Skyway House (6448 : Approve Fourth Modification to Skyway House, Inc)

C20-096

## Third Modification of C18-077 for Resident Treatment Services

This Third Modification of Resident Treatment Services Contract C18-077 is between County of Colusa (County), a political subdivision of the State of California, and Skyway House, Inc., (Contractor), a California nonprofit corporation.

### Background

On July 1, 2018, the parties executed Contract C18-077 for alcohol and drug abuse residential treatment services.

On June 11, 2019, the parties executed Contract C19-104 to modify the Contract to extend the termination date, update rates paid to Contractor and mailing address and added an Attachment "F".

On December 17, 2019, the parties executed Contract C19-207 to modify the Contract to replace Attachment "F".

The parties now want to modify the Contract to replace Attachment "B" – Rates, add a fifth paragraph to Attachment "D" and extend the termination date.

### Modification

The parties agree to modify the Contract effective June 2, 2020, as follows:

1. Section 2, Term, of the contract is modified to extend the term from June 30, 2020, through June 30, 2021.

2. Section 21, Attachments, of the contract is modified to replace Attachment "B" – Rates with updated Attachment "B" – Updated Rates for fiscal year 2020/21.

3. Section 21, Attachments, of the contract is modified to add paragraph 5 to Attachment "D" – Additional Requirements:

   5. Contractor shall submit an annual Performance Report to County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

Attachment: C20-096 3rd Mod. Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C20-096

**COUNTY OF COLUSA**

Date: 6/2/20

Denise J. Carter, Board Chair

**SKYWAY HOUSE, INC.**

Date: 6/11/20

David Deichler, Executive Director

**APPROVED AS TO FORM**

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy

Attachment: C20-096 3rd Mod. Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C20-096

ATTACHMENT B

**SKYWAY HOUSE COUNTY RATES**
**FY 2020/2021**

| | Daily Rate | Monthly Rate |
|---|---|---|
| **Residential Treatment** | | |
| Minimum 30 Days/ Maximum 6mths | $132.44 | $3,973.31 |

| **Intensive Outpatient** | **Total Cost** | **Per Unit** |
|---|---|---|
| 90 Day Program | | |
| 36 Groups, 13 Individual Sessions | $2,235 | $75/Individual, $35/Group |

| **Outpatient** | **Total Cost** | **Per Unit** |
|---|---|---|
| 90 Day Program | | |
| 12 Groups, 13 Individual Sessions | $1,395 | $75/Individual, $35/Group |

Not to exceed $80,000 per fiscal year.

Attachment: C20-096 3rd Mod. Skyway House Inc (6448 : Approve Fourth Modification to Skyway House, Inc)

C___-_____

**Fourth Modification of C18-077 for Resident Treatment Services**

This Fourth Modification of Resident Treatment Services Contract C18-077 is between County of Colusa (County), a political subdivision of the State of California, and Skyway House, Inc., (Contractor), a California nonprofit corporation.

**Background**

On July 1, 2018, the parties executed Contract C18-077 for alcohol and drug abuse residential treatment services.

On June 11, 2019, the parties executed Contract C19-104 to modify the Contract to extend the termination date, update rates paid to Contractor and mailing address and added an Attachment "F".

On December 17, 2019, the parties executed Contract C19-207 to modify the Contract to replace Attachment "F".

On June 2, 2020, the parties executed Contract C20-096 to replace Attachment "B" – Rates and add a paragraph to Attachment "D" and extend the termination date.

The parties now want to modify the Contract to increase compensation.

**Modification**

The parties agree to modify the Contract effective January 1, 2021, as follows:

1. Section 21, Attachments, Attachment "B" is modified to increase compensation from a not to exceed amount of $80,000 per fiscal year to $120,000.

**COUNTY OF COLUSA**

_____Date:_____
Gary J. Evans, Board Chair

**APPROVED AS TO FORM**

_____
Marcos A. Kropf, County Counsel

**SKYWAY HOUSE, INC.**

_____Date:_____
David Deichler, Executive Director

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

by _____
Deputy

Attachment: Fourth Modificaton to Skyway House [Revision 1] (6448 : Approve Fourth Modification to Skyway House, Inc)

**COUNTY OF COLUSA, CA** **3.11**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **Purchasing and Procurement** |
| **FROM:** | **Wendy Tyler** |
| **SUBJECT:** | **Approve Third Modification to Agreement with AirCon Energy, Inc. for installation of energy efficiency projects** |

Approve Third Modification to Agreement with **AirCon Energy, Inc.** for installation of energy efficiency projects at County facilities.

## Detailed Description/Background of request

On April 7, 2020, the County entered into a contract with Aircon Energy, Inc. for energy services design and installation. On November 24, 2020, a first modification to the contract was approved to increase the scope of work and compensation. On January 19, 2021, a second modification to the contract was approved for additional wiring at the Williams Road yard, and installation of a new HVAC control system at Behavioral Health.

The parties wish to again modify the agreement to provide for installation of an additional electrical distribution panel and transformer for future Electric Vehicle charging stations to be located at the Courthouse Annex. This most recent work has been requested by the Superior Court as the desire to install the charging stations in the near future. It is most cost effective to have the electrical work done at the time the solar installation is taking place.

This change order will increase the amount payable under the contract by $3,366, for a total maximum payable of $2,315,580.

## Prior Board Action

C20-057, C20-209, C21-014

## Fiscal Impact/Funding Source

Cost for this change order is $3,366 and is not included in the current project budget; however the Superior Court will be reimbursing the County for the full cost of this change order.

## Action for the Clerk

Obtain signature and send to:
Aircon Energy, Inc.
Attn: Jeff Wagner, President
830 West Stadium Lane
Sacramento, CA 95834

**ATTACHMENTS:**

- Third Mod to Contract C20-057 (DOCX)
- CC CO6 (PDF)
- C21-014 Aircon Energy, Inc. - 2nd Modification (PDF)
- C20-209 Aircon Energy, Inc. - 1st Modification (PDF)
- C20-057 Aircon Energy, Inc (PDF)

C___-_____

**Third Modification of Contract C20-057 for Energy Services Design and Installation**

This Third Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

**Background**

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract")**.**

The contract has been modified twice to extend the term, add to the scope of work and increase the compensation.

The parties now want to modify the Contract increase compensation and add to the Scope of Work.

**Modification**

The parties agree to modify the Contract effective March 16, 2021 as follows:

1. Section 7, Compensation, of the Contract is modified to increase compensation from $2,312,214.00 by $3,366.00 not to exceed $2,315,580.00 (Two million, three hundred fifteen thousand, five hundred eighty dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "A" to the Scope of Work.

| | |
|---|---|
| **COUNTY OF COLUSA** | **AIRCON ENERGY, INC.** |
| _____Date:_____ | _____Date:_____ |
| Gary J. Evans, Board Chair | Jeff Wagner, President |
| **APPROVED AS TO FORM** | **ATTEST:** Wendy G. Tyler, Clerk to the Board of Supervisors |
| _____ | by _____ |
| Marcos A. Kropf, County Counsel | Ann Nordyke, Deputy |

Attachment: Third Mod to Contract C20-057 (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 1of 1 | 2/17/21 | C/O#6 EV Charger platform | BD002 | $3,366.00 |

| CUSTOMER | | | | JOB SITE | | | |
|---|---|---|---|---|---|---|---|
| Contact: Wendy Tyler wtyler@countyofcolusa.co | | Ph.# 530-458-0737 Fax#: | | Job Description: Electric vehicle charging infrastructure at the County Courthouse Annex | | | |
| Customer Name: Colusa County | | | | Job Name: Colusa County Energy Project | | | |
| Address: 547 Market street | | | | Address 523 Oak street | | | |
| City: Colusa | State: CA | Zip Code: 95932 | | City: Colusa | State: CA | Zip Code: 95932 | |

## FINDINGS

*Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.*

While under construction on the Colusa County Energy Conservation Project it was determined that an electric vehicle charging station may be installed at the County Courthouse Annex. To prepare for this we offer this infrastructure improvement proposal.

We are recommending that Aircon make these additional improvements as part of the solar system installation at this site.

## SCOPE OF WORK

scope of proposal.

Inclusion:

1. All necessary labor and materials to install a new 125A distribution panel and transformer for the future EV chargers

Exclusions

1. Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: CC CO6 (6454 : 3rd Mod to AirCon Energy Contract)

# Proposal

| Page | Date: | Job Name: | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 2of 1 | 2/17/21 | C/O#6 EV Charger platform | BD002 | $3,366.00 |

| | |
|---|---|
| | |
| | |
| TERMS | Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal. |

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: _____ Date: _____

**Aircon Energy, Inc.:**

Authorized Signature: _____ Date: 2/17/21

Brent Dobson / Operation Manager

Scott Wagner

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: CC CO6 (6454 : 3rd Mod to AirCon Energy Contract)

C21-014

**Second Modification of Contract C20-057 for Energy Services Design and Installation**

This Second Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

**Background**

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract").

On November 24, 2020 the parties modified the contract (C20-209) to extend its term to end June 30, 2021, increase compensation by $18,827.00 and adding Attachment "A" to the Scope of Work.

The parties now want to modify the Contract to increase the Scope of Work and further increase compensation.

**Modification**

The parties agree to modify the Contract effective January 5, 2021, as follows:

1. Section 7, Compensation, of the Contract is modified to increase compensation from $2,232,786.00 by $79,428.00, not to exceed $2,312,214.00 (Two million, three hundred twelve thousand, two hundred and fourteen dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "B" to the Scope of Work.

**COUNTY OF COLUSA**

Date: 1/19/21

Gary J. Evans, Board Chair

**AIRCON ENERGY, INC.**

Date: 1/28/21

Jeff Wagner, President

**APPROVED AS TO FORM**

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6454 : 3rd Mod to AirCon Energy Contract)

# ATTACHMENT "B"
# SCOPE OF WORK

**Change Order #5 – Williams Roadworks Building**

Inclusion: Electrical code upgrade

- Disconnect wires from buses and insure they are connected and landed in a manner that is within the electrical code.

Exclusions:

- Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

**Change Order #6 – Provide & install (1) Pelican Control system at Behavioral Health**

Inclusion: Controls to be included

- Pelican Gateway
- (57) Pelican Zoning Thermostats
- (57) VVT Zone Damper Actuators
- (7) 8 Zone Modules
- (2) 24 Zone Modules
- (9) VVT Bypass Damper Actuators
- (8) Pelican Thermostats for Single Zone RTU
- Most of the existing wires can be reused and when it is not adequate, we will provide and install new.
- All necessary labor to ensure a proper installation is achieved.
- All work to be performed during normal business hours.
- Removal of the existing control system.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 1of 1 | 12/11/20 | C/O#5 Electrical code upgrade | BD001 | $2570.00 |

| CUSTOMER | | | | JOB SITE | | | |
|---|---|---|---|---|---|---|---|
| Contact: Wendy Tyler wtyler@countyofcolusa.co | | Ph.# 530-458-0737 Fax#: | | Job Description: Upgrade to current code electrical at Williams roadworks building | | | |
| Customer Name: Colusa County | | | | Job Name: Colusa County Energy Project | | | |
| Address: 547 Market street | | | | Address 162 E Carson street | | | |
| City: Colusa | State: CA | Zip Code: 95932 | | City: Colusa | State: CA | Zip Code: 95932 | |

**FINDINGS**

*Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.*

While under construction on the Colusa County Energy Conservation Project it was determined that the existing electrical at Williams roadworks building is out of code compliance. After a brief discussion it was determined that the electrical items within question be brought up to current code.

We are recommending that the AES has there electrician on staff make the small change necessary to ensure that the panel with the existing questionable items be brought up to da codes of today.

**SCOPE OF WORK**

Here is a list of items that will be addressed, scope of proposal.

Inclusion:

1. Disconnect wires from buses and insure they are connected and landed in a manner that is within the electrical code.

Exclusions

1. Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 2of 1 | 12/11/20 | C/O#5 Electrical code upgrade | BD001 | $2570.00 |

| | |
|---|---|
| | |
| | |
| TERMS | Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal. |

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 1/19/21

**Aircon Energy, Inc.:**

Authorized Signature: _____ Date: 1/28/21

Brent Dobson / Operation Manager Jeff Wynn President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6454 : 3rd Mod to AirCon Energy Contract)

C21-014

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #6 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 1of 1 | 12/21/20 | Provide and install (1) Pelican Control system at Behavioral health | BD001 | $76,858.00 |

| CUSTOMER | | | | JOB SITE | | | |
|---|---|---|---|---|---|---|---|
| Contact: Wendy Tyler wtyler@countyofcolusa.co | | Ph.# 530-458-0737 Fax#: | | Job Description: Provide and install (1) Pelican Control system at Behavioral health | | | |
| Customer Name: Colusa County | | | | Job Name: Colusa County Energy Project | | | |
| Address: 547 Market street | | | | Address 547 Market street | | | |
| City: Colusa | State: CA | Zip Code: 95932 | | City: Colusa | State: CA | Zip Code: 95932 | |

**FINDINGS**

*Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.*

During the construction of a County wide Energy Conservation project it was brought to Aircon's attention that the Behavioral Health building was struggling to maintain comfort for the occupants inside the building. It appeared that the problems is within the existing Carrier VVT control system and is failing rapidly.

Upon inspection of the existing controls system by a Carrier VVT specialist it was determined that portions of the system were starting to go into a complete failure and causing severe comfort issues.

830 West Stadium Lane, Sacramento, California, 95834
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CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6454 : 3rd Mod to AirCon Energy Contract)

C21-014

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #6 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 2of 1 | 12/21/20 | Provide and install (1) Pelican Control system at Behavioral health | BD001 | $76,858.00 |

**SCOPE OF WORK**

We are proposing the following as a resolution to provide a more modern and manufacture supported Pelican control system that will allow Colusa County to utilize the new equipment being installed as part of the energy project to its highest efficiency possible.

Inclusions.

Controls to be included:

- Pelican Gateway
- (57) Pelican Zoning Thermostats
- (57) VVT Zone Damper Actuators
- (7) 8 Zone Modules
- (2) 24 Zone Modules
- (9) VVT Bypass Damper Actuators
- (8) Pelican Thermostats for Single Zone RTU
- Most of the existing wires can be reused and when it is not adequate, we will provide and install new.
- All necessary labor to ensure a proper installation is achieved.
- All work to be performed during normal business hours.
- Removal of the existing control system.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

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CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #6 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 3of 1 | 12/21/20 | Provide and install (1) Pelican Control system at Behavioral health | BD001 | $76,858.00 |

**TERMS**

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 1/19/21

**Aircon Energy, Inc.:**

Authorized Signature: _____ Date: 1/28/21

Brent Dobson / Operation Manager Jeff Wagner President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C21-014 Aircon Energy, Inc. - 2nd Modification (6454 : 3rd Mod to AirCon Energy Contract)

C20-209

**First Modification of Contract C20-057 for Energy Services Design and Installation**

This First Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

**Background**

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract").

The parties now want to modify the Contract to extend the term, increase compensation and add to the Scope of Work.

**Modification**

The parties agree to modify the Contract effective November 24, 2020, as follows:

1. Section 1.1, Installation, of the Contract is modified to "The Company shall complete the design of and install the Equipment and implement the related procedures, if any, described in Schedule B within 449 calendar days (June 30, 2021) from the Notice to Proceed."

2. Section 7, Compensation, of the Contract is modified to increase compensation from $2,213,959.00 by $18,827.00, not to exceed $2,232,786.00 (Two million, two hundred thirty-two thousand, seven hundred eighty-six dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "A" to the Scope of Work.

**SIGNATURES FOLLOW ON PAGE 2**

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

C20-209

**COUNTY OF COLUSA**

Date: 11/24/20

Denise J. Carter, Board Chair

**AIRCON ENERGY, INC.**

Date: 12/6/20

Jeff Wagner, President

**APPROVED AS TO FORM**

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

# ATTACHMENT "A"
## SCOPE OF WORK

**Change Order #1 – BHS Rooftop & VVT Units**

Inclusion: Rooftop Units

- Confirm RTU's are communicating with associated zones
- Confirm each system is configured correctly
- Provide functional testing of each RTU
- Provide deficiency list of defected controls components

Inclusion: VVT Units

- Confirm VVT's are communicating with associated RTU's
- Confirm each system is configured correctly
- Provide functional testing of each system
- Provide deficiency list of defected controls components

**Change Order #2 – Ductless Heat Pump Split System for Judge's Chambers**

Inclusion:

- Provide and install one designed 2- ton heat pump ductless split system.
- Provide and install electrical as needed to insure proper operation.
- Provide and install refrigerant pipes necessary to connect the indoor unit to the outdoorunit.
- Provide and install all materials needed to run the condensate in an approved manner.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

**Change order #3 – Installation of Storm Windows and French Doors**

Inclusion:

- The inserts will be made of a commercial type acrylic.
- The acrylic type windows are designed to withstand the temperature changes without any shrinkage.
- Provide and install storm window type inserts on both (2) windows and the set of French doors.
- Provide and install necessary framework for storm windows to rest on and within.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #1 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 1of 1 | 10/13/20 | VVT Training and Assessment | BD001 | $2,456.00 |

| CUSTOMER | | | | JOB SITE | | | |
|---|---|---|---|---|---|---|---|
| Contact: Wendy Tyler wtyler@countyofcolusa.co | | Ph.# 530-458-0737 Fax#: | | Job Description: The provision of having a carrier specialized technician provide tutorial | | | |
| Customer Name: Colusa County | | | | Job Name: Colusa County Energy Project | | | |
| Address: 547 Market street | | | | Address 162 E Carson street | | | |
| City: Colusa | State: CA | Zip Code: 95932 | | City: Colusa | State: CA | Zip Code: 95932 | |

*Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.*

## FINDINGS

While under construction on the Colusa County Energy Conservation Project it was determined that the existing controls system at Behavioral Health is in operation but needs some fine tuning. We also feel that it would be in the counties best interest to get some training on this controls system to decrease the amount of time it might take to troubleshoot problems moving forward.

## SCOPE OF WORK

We are recommending that the technician from a Sacramento local preferred contractor who very versed on this controls system be tasked with the training and overall assessment of the existing controls platform. This should only take about a day and there is a couple of sensors that we currently think are not operating properly. We have asked that up to five of these room sensors be included within this work so there are hopefully no hidden charges after this.

Here is a list of items that will be addressed, scope of proposal.

Inclusion:

**ROOFTOP UNITS**

1. Confirm RTU's are communicating with associated zones

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Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #1 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 2of 1 | 10/13/20 | VVT Training and Assessment | BD001 | $2,456.00 |

2. Confirm each system is configured correctly
3. Provide functional testing of each RTU
4. Provide deficiency list of defected controls components

**VVT UNITS**

5. Confirm VVT's are communicating with associated RTU's
6. Confirm each system is configured correctly
7. Provide functional testing of each system
8. Provide deficiency list of defected controls components

**TERMS**

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

**Aircon Energy, Inc.:**

Authorized Signature: _____ Date: 12/6/20

Brent Dobson / Operation Manager

Jeff Wynn President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #2 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 1of 1 | 10/13/20 | The replacement of two split systems at Historical Courthouse is to be replaced with adding 1 Ductless Heat Pump split system for judge's chambers | BD001-2 | Difference in cost is $712.00 |

| CUSTOMER | | | | JOB SITE | | | |
|---|---|---|---|---|---|---|---|
| Contact: Wendy Tyler wtyler@countyofcolusa.co | | Ph.# 530-458-0737 Fax#: | | Job Description: Provide and install 2 ton ductless heat pump system | | | |
| Customer Name: Colusa County | | | | Job Name: Colusa County Energy Project | | | |
| Address: 547 Market street | | | | Address 547 Market street | | | |
| City: Colusa | State: CA | Zip Code: 95932 | | City: Colusa | State: CA | Zip Code: 95932 | |

*Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.*

## FINDINGS

It was determined once we started the project that the 2 split systems were no longer necessary as the area they served was being served by different equipment and this left some contract dollars open for other items. While under construction on the Colusa County Energy Conservation Project we (Aircon Energy) were asked to give a proposal for the installation of (1) stand-alone system for the judge's chambers area. After a brief conversation with the judge to better understand what he was hoping the end results would be. The area has been assessed and the following will describe what are proposing to provide to give the judge his own system, so he won't have to condition the entire courtroom if he is just in his chambers.

## SCOPE OF W

We are recommending that the judge's chambers have its own heating and cooling system as it currently shares a system with the courtroom and when he is not in court it is a waste to condition the courtroom because the judge is uncomfortable in his office.

The installation of (1) 2-ton ductless heat pump system seems to be the most direct system and is designed to provide comfort to individual spaces or offices. Since this a heat pump it will provide both heating and cooling to the space.

Here is a list of items that will be addressed, scope of proposal.

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Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #2 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 2of 1 | 10/13/20 | The replacement of two split systems at Historical Courthouse is to be replaced with adding 1 Ductless Heat Pump split system for judge's chambers | BD001-2 | Difference in cost is $712.00 |

**WORK**

Inclusion:

- Provide and install one designed 2- ton heat pump ductless split system.
- Provide and install electrical as needed to insure proper operation.
- Provide and install refrigerant pipes necessary to connect the indoor unit to the outdoor unit.
- Provide and install all materials needed to run the condensate in an approved manner.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

**TERMS**

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

**Aircon Energy, Inc.:**

Authorized Signature: _____ Date: 12/6/20

Brent Dobson / Operation Manager

Jeff Wagner President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

C20-209

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #3 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 1of 1 | 10/13/20 | The installation of storm window inserts. | BD001-2 | $15,659.00 |

| CUSTOMER | | | | JOB SITE | | | |
|---|---|---|---|---|---|---|---|
| Contact: Wendy Tyler wtyler@countyofcolusa.co | | Ph.# 530-458-0737 Fax#: | | Job Description: Provide and install (2) storm window inserts and (1) French door storm window insert. | | | |
| Customer Name: Colusa County | | | | Job Name: Colusa County Energy Project | | | |
| Address: 547 Market street | | | | Address 547 Market street | | | |
| City: Colusa | State: CA | Zip Code: 95932 | | City: Colusa | State: CA | Zip Code: 95932 | |

*Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.*

## FINDINGS

We were asked to investigate the provision of storm type windows for the law library at the Historical Courthouse to eliminate the draft from the existing historical windows and French doors. There is one set of French doors and two windows in the law library area and with original glass in the window they leak profusely, and I can see how ash could have got into the space from the recent fires in the area.

Upon inspection of the existing windows and door set we came up with the following scope of work for you to consider.

## SCOPE OF WOR

We feel that to install some additional storm window systems both on the (2) windows and the set of French doors on the second floor is the best way to not alter the building Historical appearance. This will also be the closest way to eliminate the draft and unwanted debris such as ashes from entering the space.

Here is a list of items that will be addressed, scope of proposal.

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Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

AIRCON ENERGY

# Proposal

| Page | Date: | Job Name: Change Order #3 | Quote #: | Proposal Amount: |
|---|---|---|---|---|
| 2of 1 | 10/13/20 | The installation of storm window inserts. | BD001-2 | $15,659.00 |

**K**

Inclusion:

- The inserts will be made of a commercial type acrylic.
- The acrylic type windows are designed to withstand the temperature changes without any shrinkage.
- Provide and install storm window type inserts on both (2) windows and the set of French doors.
- Provide and install necessary framework for storm windows to rest on and within.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

**TERMS**

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

**Aircon Energy, Inc.:**

Authorized Signature: _____ Date: 12/6/20

~~Brent Dobson / Operation Manager~~

Jeff Wagner President

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(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6454 : 3rd Mod to AirCon Energy Contract)

# ENERGY SERVICES DESIGN AND INSTALLATION AGREEMENT

*Between*

***AIRCON ENERGY, INC.***

*And*

***COUNTY OF COLUSA***

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

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Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

## ENERGY SERVICES DESIGN AND INSTALLATION AGREEMENT

This ENERGY SERVICES DESIGN AND INSTALLATION Agreement (the "Agreement") is made and entered into as of April 7, 2020, by and between Aircon Energy, Inc., a California corporation, having its principal offices at 830 West Stadium Lane, Sacramento, California, (the "Company") and COUNTY OF COLUSA, having its principal offices at 547 Market Street, Colusa, CA. (the "County") for the purpose of developing and implementing cost effective energy conservation measures (ECM's) and providing other services designed to reduce the County's energy consumption at buildings which are described in Schedule A attached hereto (the "Premises").

RECITALS:

WHEREAS, the Company provides a service for reducing energy consumption and costs through the use of engineering analyses which properly balances Energy Consumption, Personnel Comfort and Equipment Quality and, as applicable, through energy saving devices acquired, designed for installation, installed, operated, managed and maintained by the Company;

WHEREAS, the Company warrants that it has fully investigated all relevant site conditions including asbestos, lead paint and other potentially hazardous materials/substances which may be encountered in performance of the work, and that the County has provided full and complete access to all areas where work is to be performed, and that the Company knows these areas to contain significant amounts of asbestos and asbestos containing materials, and that the County accepts complete responsibility for the removal and/or remediation of asbestos, lead paint and other potentially hazardous materials as such relate to the work unless specifically addressed in Section B; and

WHEREAS, the County has retained the Company to acquire, design the installation and install the Equipment, and to provide other services, all as more fully set forth herein, subject to all the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the County and the Company agree as follows:

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

**Section 1 Equipment Installation**

*Section 1.1 Installation.* The Company shall complete the design of and install the Equipment and implement the related procedures, if any, described in Schedule B within 270 calendar days from the Notice to Proceed. The Company will be authorized to commence work on the project from the issuance of a Notice to Proceed from the County to the Company.

*Section 1.2 Installation Procedures.* During installation of the Equipment, the County agrees that it shall not in any manner modify, change, inhibit or otherwise tamper with the Equipment; provided, that in the case of an emergency and with telephonic or other oral or written notice to the Company, if feasible under the circumstances, the County may take such steps as it deems necessary under the circumstances and shall be entirely responsible for such steps.

*Section 1.3 Risk of Loss.* Until each item of Equipment has been physically installed into the proper County owned facility the County shall not be responsible for any damage, mutilation, destruction or other loss to the Equipment except for any such loss directly caused by the negligence or intentional acts of the County.

*Section 1.4 Change Orders.* The County and the Company agree that any material changes, modifications, supplements, or other adjustments to the Equipment, not mandated by an emergency, shall only be made pursuant to a writing executed by both parties hereto.

*Section 1.5 Permits.* The Company will obtain all required permits. The County will issue fee-exempt permits on County's-owned facilities.

**Section 2 Ownership of Property**

*Section 2.1 Ownership of Equipment.* Upon issuance of the Final Notice of Completion for Completion of Work by the County as provided herein, the County shall own the Equipment.

**Section 3 Equipment Location and Access**

The County shall provide without charge to the Company mutually satisfactory space for the installation and operation of the Equipment. The County shall provide access to the Premises for the Company and its contractors, subcontractors, agents, employees or other designees during regular business hours, or such other hours as may be requested by either the Company or the County and approved by the County, to provide the services specified herein. Such approval shall not be unreasonably withheld.

**Section 4 Equipment Service and Operation**

*Section 4.1 Actions by the Company.* The Company shall provide all routine and special services, including adjustments to the Equipment during the first year following completion of the program, as necessary to perform all work described in Schedule B.

a) The Company shall prepare Operating and Maintenance manuals for all the Equipment. These manuals shall specify parameters, within which the County personnel can operate, maintain, adjust and alter the equipment for optimum operation consistent with energy



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

conservation objectives and human comfort needs.

b) Individually bound Operating manuals shall be provided for all new equipment. The Company shall furnish to the County five (5) copies of all such manuals on or before the commencement of the training of the County's personnel which the Company will provide as described in Schedule D.

*Section 4.2 Malfunctions and Emergencies*. The County shall make its best efforts to notify the Company within five (5) hours if it knows of (a) any material malfunction in the operation of the Equipment or any other facility for which the Company has any responsibility under Schedule B, or (b) any interruption or alteration of existing electrical circuits. The Company will respond via computer link within two (2) hours, and if an immediate site visit is necessary, within (24) hours, following such notification. When the Company has responded to problems which are not related, directly or indirectly, to the equipment or systems installed under this Agreement for which Company continues to have ongoing responsibility, the County agrees to reimburse the Company for the cost to respond at the Company's then current published rates.

*Section 4.3 Actions by the County.* County's staff is expected to operate any controls or systems installed under this Agreement consistent with County needs. Any changes made to the controls or systems must be documented in a work order such that Company is aware of changes which were made. The County shall reasonably act to protect the Equipment, Premises, and Personnel from damage or injury if, due to an emergency, it is not possible to notify the Company before so acting.

*Section 4.4 Hazardous Waste and Asbestos*. Certain of the structures on which the work described herein will be performed contain hazardous waste and hazardous materials, including, but not limited to, asbestos, lead paint, or other materials (collectively, the "hazardous materials"). It shall be the joint responsibility of the County and Company to determine whether or not such hazardous materials need to be removed or otherwise remediated prior to or during, the implementation of any (ECM) listed in Schedule B. All costs associated with such investigation, removal and/or remediation shall be paid for by the County unless specifically mentioned in Schedule B to be the Company's responsibility. Further, the County shall be solely responsible for providing any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising out of or in connection with the removal and/or remediation of hazardous materials not covered by the Company in Schedule B.

a) The County and the Company do hereby acknowledge and agree that, in the course of installing the Equipment in accordance herewith, the Company shall remove from the ceiling of the Premises certain fluorescent lighting ballasts which may contain Polychlorinated Biphenyls (PCBs) and fluorescent lamps. The Company shall be solely responsible for undertaking any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising in connection with removal of the lighting ballasts and any PCBs and fluorescent lamps. The Company shall be solely responsible for undertaking any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising in connection with removal of the lighting ballasts and any PCBs and fluorescent lamps. The Company shall have all rights, duties, obligations and liabilities with respect to the receptacles into which such lighting ballasts and PCBs, if



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any, and fluorescent lamps are deposited and the ultimate removal from the Premises and disposition of such lighting ballasts and any PCBs and fluorescent lamps. The County shall have no obligation, duty or responsibility in connection therewith.

b) In no event shall the Company be deemed to be a generator of hazardous materials or PCBs removed from the Premises with regard to this Agreement. The County shall provide the Company with the necessary EPA and State Generator Numbers for Manifesting purposes and the Company shall comply with County regulations pertaining to such manifesting.

*Section 4.5 Rebates from Public Utilities*. Any rebate for energy savings or other payment to be claimed from or paid by any public utility is to be applied for by the County. The Company shall, in a timely manner, prepare and coordinate all rebate applications with the Project Manager. An appropriately licensed California Registered Professional Engineer employed by the Company or its subcontractor shall sign such applications on behalf of the County. The Company will provide ALL necessary documentation which utility companies may require to enable the County to obtain applicable rebates.

## Section 5 Responsibilities of the Company

*Section 5.1 Work by Company*. Without limitation the Company will design and install the Equipment in a manner that will conform to the standards described in Schedule C and perform all such other services and work as called for in this Agreement. To assure the applicability, economic viability and compliance of each ECM, the Company will perform a detailed review for each building listed in Schedule A, which will include as a minimum:

a) Interviews with the building management staff, maintenance personnel, and representative occupants in each building included in this Agreement.

b) Physical verification of existing equipment and conditions, and applicability of proposed modifications.

c) Utilizing spreadsheet energy models, an analysis of the heating and air conditioning system and its control operation, and an analysis of the energy usage considering factors such as the County load, working hours, building materials, etc.

d) A review of prior energy management efforts as discussed in information provided by the County.

e) Calculations of the estimated costs, savings, rebates and simple payback for each ECM.

For each individual ECM, the results of each of the foregoing activities with all relevant data, drawings and specifications are to be presented in written report form to the Project Manager before the specific ECM is implemented. The Company shall obtain written authorization from



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the Project Manager prior to proceeding with such ECM.

*Section 5.2 Approval of Equipment*. The Company shall submit to the County for approval, not less than thirty (30) days before the start of installation, all equipment to be installed under each ECM. Within fourteen (14) days after receiving the submittal, the County will inform the Company in writing whether the piece of equipment is approved or rejected. If rejected the Company shall re-submit alternate equipment until approved.

*Section 5.3 Subcontractors*. Company agrees that if it contracts with any other contractors or subcontractors to undertake any activities hereunder or otherwise in connection with the Equipment, it shall be solely responsible for the employment and work performed by such contractors/subcontractors and the County shall have no responsibility whatsoever therefore. In employing any such contractors/subcontractors hereunder, the Company agrees to comply with all laws, rules and regulations and other requirements concerning such employment of contractors/subcontractors and agrees that the County shall have no responsibility whatsoever therefore. Accordingly, any repairs, maintenance, damages or other acts caused by any such Contractors/subcontractor shall be the sole responsibility of the Company.

## Section 6 Acceptance of Equipment

*Section 6.1 Final Notice of Completion*. Following the completion of each ECM as listed in Schedule B, the Company shall obtain final inspection approval by the County, as necessary. Additionally, the Company and the County contract administrator and/or project manager will conduct a walk-through to verify the completeness and acceptability of the work. Deficiencies, if any, will be noted and the Company will provide a schedule for their correction. The County will provide timely responses to the corrective actions taken. Subsequent walk-through, as necessary, will verify proper corrective action has been taken. After the Company has demonstrated that the Equipment has satisfied or can reasonably be expected to satisfy the performance standards described in Schedule C, and upon completion of the training specified in Schedule D, and after the Company has furnished all reports and other documents called for herein, the Company shall request a Notice of Completion for that ECM. The County shall execute and deliver in not more than thirty (30) days after the request, a Notice of Completion as set forth in Schedule E. Upon completion of all ECMs the Company shall request a Final Notice of Completion. The County shall verify completion and execute and deliver in not more than thirty (30) days after the request, a Final Notice of Completion when the County deems the project to be complete as set forth in Schedule E.

## Section 7 Compensation

As compensation to the Company for its complete performance hereunder, including the installation of the Equipment and other described services, the County agrees to pay $2,213,959.00 (TWO MILLION, TWO HUNDRED THIRTEEN THOUSAND NINE HUNDRED AND FIFTY-NINE DOLLARS AND NO CENTS) in accordance with the billing and payment procedures set forth in Schedule F, Section 15 and Schedule G.

## Section 8 Casualty or Condemnation of Premises

If any fire, flood, other casualty, or condemnation renders a substantial portion of the Premises incapable of being occupied for a significant length of time and, in the case of a casualty, the



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affected portion is not designated to be reconstructed or restored within a reasonable period of time from the date of such casualty, the Company may terminate that portion of the Agreement which relates to the affected Premises, by delivery of a written notice to the County. Upon such termination, the Company shall be paid in full all amounts then due and payable to Company in accordance with the provisions of this agreement and shall have the rights specified in Section 10.

## Section 9 Events of Default

*Section 9.1 Events of Default by the County*. Each of the following events or conditions shall constitute an "Event of Default" by the County: Any failure by the County to perform or comply with the material terms and conditions of this Agreement, including, without limitation, breach of any covenant contained herein or failure to promptly pay the Company its compensation when due as required under paragraph 15.1 of Schedule F (General Conditions), provided that such failure continues for thirty (30) days after written notice to the County demanding that such failure to perform be cured.

*Section 9.2 Events of Default by the Company*. Each of the following events or conditions shall constitute an "Event of Default" by the Company:

a) Any representation or warranty furnished by the Company in this Agreement or pursuant to its performance hereunder that is or becomes false or misleading in any respect; or

b) Any failure of the Company to perform or comply with any of the material terms and conditions of this Agreement, including, without limitation, breach of any covenant contained herein, provided that such failure continues for thirty (30) days after delivery of written notice to the Company demanding that such failure to perform be cured.

## Section 10 Remedies upon Default by the County

In the event any Event of Default by the County occurs, the Company may, without an election of remedies: Exercise all remedies set forth in Schedule F (General Conditions) and available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the County, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable attorney's fees).

## Section 11 Remedies upon Default by the Company

In the event any Event of Default by the Company occurs, the County may, without an election of remedies: Exercise all remedies set forth in Schedule F (General Conditions) and available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the Company, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable attorney's fees). The County's right under this section shall be in addition to, and shall not affect or limit in any way, any termination rights granted to County under Schedule F.



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## Section 12 Representations and Warranties

Each party warrants and represents to the other that:

a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

b) Its execution, delivery, and performance of this Agreement have been duly authorized by, and is in accordance with, its organic instruments or statutes, this Agreement has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid and binding obligation;

c) Its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

## Section 13 Applicable Law

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

## Section 14 Compliance with Law and Standard Practices

*Section 14.1 Laws, Ordinances, Codes and Regulations*. The Company shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations including reasonable rules of the County relative to the services provided under this Agreement. All services performed by the Company must be in accordance with sound engineering practices and these laws, ordinances, codes, and regulations. The Company shall indemnify and save the County harmless from any and all liability, fines, penalties, and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations as related to the services provided under this Agreement.

*Section 14.2 Accidents*. If a death, personal injury or property damage occurs in connection with the performance of this agreement, the Company shall immediately notify the County and the County by telephone. The Company shall promptly submit to the County a written report, in such form as may be required by the County which must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of the Company's subcontractor, if any; (3) name and address of the Company's liability insurance carrier; and (4) a detailed description of accident and whether any of County equipment, tools, material, or staff were involved.



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**Section 15 Indemnity and Hold Harmless**

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), the Company shall indemnify and save harmless, the County, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments and expenses of every type and description (hereafter collectively referred to as "liability"), including any liability attributable to death, personal injury or property damage, to which any or all of them may be subjected, by reason of , or resulting from, directly or indirectly, any act or omission of the Company, its officers, employees or agents in connection with the performance or nonperformance of this Agreement, excepting only such liability as may be caused solely by the active negligence or willful misconduct of a party indemnified hereunder. The foregoing shall include, but shall not be limited to, any attorney fees reasonably incurred by County. Company shall, upon request, defend at its sole cost any action, claim or suit which asserts or alleges any claim that is allegedly based, in whole or in part, directly or indirectly, upon any act or omission of Company, its officers, employees or agents in connection with performance or nonperformance of this Agreement. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable solely to the County's active negligence or willful misconduct, the County shall pay the portion of damages which is allocated to the County's active negligence or willful misconduct.

**Section 16 Notices and Changes of Address**

All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to the Company:
Aircon Energy, Inc.
830 West Stadium Lane
Sacramento, CA 95834
Attention: Jeff Wagner, President

If to the County:
County of Colusa
547 Market Street,
Colusa, CA 95932
Attention: Wendy Tyler

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

**Section 17 No Waiver**

The failure of the Company or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of the Company or the County.



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**Section 18 Severability**

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

**Section 19 Approval of Subcontractors**

In the execution of this Agreement it may be necessary for the Company to subcontract part of the work to others; however, the Company shall not award any work to any subcontractor without prior written approval of the County.

**Section 20 Right-of-Way**

All rights-of-way, easements, licenses for entry or other access necessary for the installation to be performed by the Company hereunder will be obtained by the Company with the County assisting on an as needed basis.

**Section 21 Complete Agreement**

This Agreement, when executed, together with all Schedules attached hereto, including, without limitation:

| | |
|---|---|
| Schedule A | Description of The Premises |
| Schedule B | Scope of Work |
| Schedule C | Description of Performance Standards |
| Schedule D | Description of Training Program |
| Schedule E | Certificate of Acceptance |
| Schedule F | General Conditions |
| Schedule G | Payment Schedule |

which are fully incorporated by reference herein, shall constitute the entire Agreement between the parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

**Section 22 Limitation of Rights to Parties**

Except as may be provided in Section 15 above, nothing herein is intended or shall be construed to give any person other than the Company and the County any legal or equitable right, remedy or claim under or in respect of this Agreement, which is solely for the benefit of the Company and the County.

Section 23

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

**COUNTY OF COLUSA**

Approved as to Form:

BY: _____
Marcos Kropf, County Counsel

BY: _____
Denise J. Carter, Chair
Board of Supervisors

Approved by Board action on

April 7, 2020

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

By: _____
Patricia Rodriguez, Deputy Clerk

**AIRCON ENERGY, Inc.**

_____
Jeff Wagner
President

CORPORATE CERTIFICATE

I, Judy Lim certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract, that Jeff Wagner who signed said Contract on behalf of the Contractor, was then President of said Corporation, that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Secretary

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*SCHEDULE A Description of the Premises*

***INFRASTRUCTURE INCLUDED:***

WILLIAMS ROAD DEPARTMENT
Williams Library
Plaza
Colusa Library/Environmental Health
Historic Courthouse/Hall of Records
Courthouse Annex
Behavioral Health
Human Health

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*SCHEDULE B Scope of Work*

**PROJECT OVERVIEW**

Aircon Energy, Inc., with the assistance of the personnel at County of Colusa, has developed twenty (20) Energy Efficiency Measures, nineteen (19) of which, are to be implemented throughout the County as a part of this project. These nineteen measures include comprehensive lighting retrofits, HVAC system replacements, and the installation of renewable energy generation systems. This contract scope represents the complete energy efficiency work of the project totaling $2,213,959. A breakdown of costs and savings associated with each measure can be found on the Energy Efficiency Measure (EEM) Table.

**EEM #1: Road Department Comprehensive Lighting Retrofit**

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Road Department. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

**Table B1: Williams Road Department Comprehensive Lighting Retrofit**

| Existing | | | | New | |
|---|---|---|---|---|---|
| **Location** | **Fixture** | **Qty** | **W** | **Retrofit Code** | **W** |
| Shop | High Bay MH 400 | 15 | 465 | N-HB140W-LED | 140 |
| Office | 1x4x2 F032T8 | 14 | 59 | R-24-2T8-LED | 25 |
| Office | Keyless 60w screw-in | 1 | 60 | R-Scr LED 12W | 12 |
| Storage | Keyless 300w inc | 12 | 300 | R-Scr LED 20W | 20 |
| Shop | Exit sign | 1 | 20 | N-Exit-LEDBB | 3 |
| Office | 1x4x2 F032T8 - (1) WS | 3 | 59 | R-24-2T8-LED | 25 |
| RR | Drum 60w inc | 3 | 60 | R-Scr LED 12W | 12 |
| Office | 2x4x4 F032 - (1) WS | 2 | 118 | R-24-4T8-LED | 50 |
| Office | 1x4x2 F32 - (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| Exterior Shop | Flood MH 400 | 3 | 465 | N-FL150W-LED | 150 |
| Exterior Shop | Wallpack MH 250 w/Photo cell | 4 | 295 | N-WP70W-LED | 100 |
| Exterior Shop | Pole light 150 HPS | 2 | 188 | N-FL70W-LED | 70 |
| Exterior Storage | High Bay MH 400 | 4 | 465 | N-HB140W-LED | 140 |
| Exterior | Mini wallpack 26w CFL | 4 | 26 | N-WP15W-LED | 15 |
| Exterior | 1x8x2 F96T12HO | 4 | 160 | R-18-4T8-LED kit | 50 |

Scope of Work:

1) Wipe clean fixtures to be retrofitted.



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2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED high bay lighting fixtures shall be MaxLite or equivalent.

   D. LED exit signs shall be Hubbell or equivalent.

   E. LED flood lights shall be MaxLite or equivalent.

   F. LED wall packs shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.



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8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #1: Road Department Comprehensive Lighting Retrofit.

**EEM #2: Road Department Solar Project**

This measure is the installation of a 30-kW (DC) renewable energy generation system at the County of Colusa Road Department facility, in Williams. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the table, or equivalent.

**Table B2: Road Department Solar Project**

| Location | Mount | Size (DC) [kW] | Panel | | |
|---|---|---|---|---|---|
| | | | Make | Model | Qty |
| Williams Road Department | Roof | 29.62 | SunPower | SPR-P19-395-COM | 75 |
| Inverter | | | | Additional Equipment | |
| Make | Model | Qty | Size (AC) [kW] | Racking | Monitoring |
| SMA America | SB7.7-US | 4 | 7.7 | Unirac SolarMount Light Rail | SMA Sunny Portal |

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Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.

2) All work shall be in accordance with all local governing codes.

3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.

4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.

   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.

5) All equipment shall be installed in accordance with manufacturer's specifications.

   A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

   B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

   C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

   D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

   E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.



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F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

7) Notify the County Project Manager when this scope of work has been completed.

8) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

9) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

A. The County and contractor shall be present during startup to witness proper startup procedure.

10) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

12) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #2: Road Department Solar Project.

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**EEM #3: Williams Library Comprehensive Lighting Retrofit**

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Library, in Williams. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

**Table B3: Williams Library Comprehensive Lighting Retrofit**

| Existing | | | | New | |
|---|---|---|---|---|---|
| **Location** | **Fixture** | **Qty** | **W** | **Retrofit Code** | **W** |
| Hallway | 2x4x2 F32T8 | 2 | 59 | R-24-2T8-LED | 25 |
| Library | 1x4x2 F032 | 36 | 59 | R-24-2T8-LED | 25 |
| Library | Drum 26W CFL screw in | 2 | 52 | R-Scr LED 12W | 24 |
| RR | 2x4x2 F32T8 | 2 | 59 | R-24-2T8-LED | 25 |
| Storage | Keyless 60w | 2 | 60 | R-Scr LED 12W | 12 |
| Storage | 2x4x3 F32T8 | 2 | 89 | R-24-3T8-LED | 38 |
| Storage | 2x4x2 F32T8 | 2 | 59 | R-24-2T8-LED | 25 |
| Breakroom | 2x4x2 F32T8 | 6 | 59 | R-24-2T8-LED | 25 |
| RR | 1x4x2 F032 | 1 | 59 | R-24-2T8-LED | 25 |
| Office | 2x4x2 F32T8 | 2 | 59 | R-24-2T8-LED | 25 |
| RR | Drum 2L 60w | 2 | 120 | R-2Scr LED 12W | 24 |
| Open Area | 1x4x2 F032 | 12 | 59 | R-24-2T8-LED | 25 |
| Exterior | Square 150 HPS | 2 | 188 | N-CP30W-LED | 30 |
| Exterior | Mini Floods 26CFL | 2 | 26 | N-FL15W-LED | 15 |
| Exterior | mini wallpack 100 HPS | 2 | 138 | N-WP30W-LED | 30 |
| Exterior | Can Light Par 20 | 3 | 75 | R-CAN14W-LED | 14 |

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED canopy lighting fixtures shall be MaxLite or equivalent.



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D. LED flood lights shall be MaxLite or equivalent.

E. LED wall packs shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

1. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors.

7) Lighting manufacturer representative shall supervise startup of their equipment.

A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

13) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #3: Williams Library Comprehensive Lighting Retrofit.

**EEM #4: Plaza Comprehensive Lighting Retrofit**

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This measure is the retrofit/replacement of various lighting systems at the Plaza facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

**Table B4: Plaza Comprehensive Lighting Retrofit**

| Existing | | | | New | |
|---|---|---|---|---|---|
| **Location** | **Fixture** | **Qty** | **W** | **Retrofit Code** | **W** |
| Open Area | 1x4x2 F032 | 12 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| Hallway | Mini Wallpack 2pin 13w | 3 | 30 | N-WP15W-LED | 15 |
| Hallway | Mini Wallpack 2L 60w inc | 1 | 120 | N-WP15W-LED | 15 |
| County Coun. | Drum 1L 60w inc | 2 | 60 | R-Scr LED 12W | 12 |
| Office | 1x4x2 F032 (1) WS | 3 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 1 | 59 | R-24-2T8-LED | 25 |
| Open Area | 1x4x4 F032 | 4 | 118 | R-24-4T8-LED | 50 |
| 2nd Floor | 1x4x2 F032 | 6 | 59 | R-24-2T8-LED | 25 |
| RR | 1x2x1 F017 | 2 | 32 | R-12-2T8-LED | 14 |
| Hallway | Drum 1L 60w | 2 | 60 | R-Scr LED 12W | 12 |
| Copy Room | 1x4x2 F032 (1) WS | 3 | 59 | R-24-2T8-LED | 25 |
| Storage | 1x4x2 F032 (1) WS | 1 | 59 | R-24-2T8-LED | 25 |
| Open Area | 1x4x4 F032 | 4 | 118 | R-24-4T8-LED | 50 |
| Open Area | 1x4x2 F032 | 20 | 59 | R-24-2T8-LED | 25 |
| RR | 1x2x2 F017 | 2 | 32 | R-12-2T8-LED | 14 |
| Office | 1x4x2 F032 | 2 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 | 3 | 59 | R-24-2T8-LED | 25 |
| 2nd Floor | 1x4x2 F032 | 7 | 59 | R-24-2T8-LED | 25 |
| 2nd Floor | Recess Can PAR 30 | 1 | 60 | R-Scr LED 12W | 12 |
| Exterior | Mini Wallpack 26w screw in | 7 | 26 | N-WP15W-LED | 15 |
| Exterior | Mini Wallpack HPS 150 | 1 | 188 | N-WP30W-LED | 30 |
| Portable | 2x4x3 F032 | 12 | 89 | R-24-3T8-LED | 38 |
| Flag Light | Mini Flood 250 MH | 1 | 295 | N-FL100W-LED | 100 |

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

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II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

C. LED wall packs shall be MaxLite or equivalent.

D. LED flood lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

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10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #4: Plaza Comprehensive Lighting Retrofit.

**EEM #5: Plaza HVAC Replacement**

This measure is the replacement of various HVAC equipment at the Plaza facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

**Table B5: Plaza HVAC Replacement**

| Existing | | | | | | | |
|---|---|---|---|---|---|---|---|
| Make | Model | Capacity | | | Age | Curr Eff | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| American Standard | YCC030F1M0BE | 3.5 | 75 | 60 | 20 | 7.88 | 72.0% |
| American Standard | YCC030F1M0BE | 3.5 | 75 | 60 | 20 | 7.88 | 72.0% |
| American Standard | YCC030F1M0BE | 3.5 | 75 | 60 | 20 | 7.88 | 72.0% |
| Bard | WH421-A05VP4XXX | 3.5 | - | - | 18 | 8.46 | - |
| **New** | | | | | | | |
| Make | Model | Capacity | | | Efficiency | | |
| | | Tons | In [kbtuh] | Out [kbtuh] | EER | Thermal | |
| Trane | 4YCC4030A1070A | 3.5 | 70 | 58 | 12.0 | 81.0% | |
| Trane | 4YCC4030A1070A | 3.5 | 70 | 58 | 12.0 | 81.0% | |
| Trane | 4YCC4030A1070A | 3.5 | 70 | 58 | 12.0 | 81.0% | |
| Eubank | AVHA42ACA050NRA5EUB | 3.5 | - | - | 10.0 | - | |

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #5: Plaza HVAC Replacement.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

**EEM #6: Plaza R-410A Replacement**

This measure is the replacement of various HVAC equipment at the Plaza facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent, that utilizes R-410A. The following table details the equipment included in this measure.

**Table B6: Plaza R-410A Replacement**

| Existing | | | | | | | |
|---|---|---|---|---|---|---|---|
| Make | Model | Capacity | | | Age | Curr Eff | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Granaire | WCA3422GKR2 | 3.5 | - | - | 5 | 10.7 | - |
| Goodman | CAPF3642C6DB | | | | 17 | | |
| Tempstar | NTC6100GFA1 | - | 100 | 79 | 21 | - | 71.6% |
| **New** | | | | | | | |
| Make | Model | Capacity | | | | Efficiency | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Carrier | 4YCC4030A1070A | 3.5 | - | - | | 12.5 | - |
| Carrier | 4YCC4030A1070A | | | | | | |
| Carrier | AVHA42ACA050NRA5EUB | - | 100 | 97 | | - | 96.1% |

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.
   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.
   B. Connect new equipment to existing connections, where possible.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #6: Plaza R-410A Replacement.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

**EEM #7: Library/Environmental Health Comprehensive Lighting Retrofit**

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Library & Environmental Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

**Table B7: Library/Environmental Health Comprehensive Lighting Retrofit**

| Existing | | | | New | |
|---|---|---|---|---|---|
| Location | Fixture | Qty | W | Retrofit Code | W |
| Open Area | 1x4x2 F032 | 60 | 59 | R-24-2T8-LED | 25 |
| Open Area | 2x4x2 F032 | 6 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Open Area | 4x4x8 F032 | 9 | 236 | R-44-8T8-LED | 100 |
| Open Area | 2x2x2 F017 | 7 | 32 | R-12-2T8-LED | 14 |
| Open Area | 1x4x2 F032 | 56 | 59 | R-24-2T8-LED | 25 |
| Open Area | Can Lights PAR 38 | 20 | 60 | R-Scr LED 12W | 12 |
| RR | Drum 2L 60w | 2 | 120 | R-2Scr LED 12W | 24 |
| Storage | 1x4x2 F032 | 1 | 59 | R-22-2T8-LED | 25 |
| Morse Rm | 2x2x2 F017 | 6 | 32 | R-12-2T8-LED | 14 |
| Morse Rm | Can Lights PAR 38 | 6 | 75 | R-Scr LED 12W | 12 |
| Storage | Keyless 60w inc | 2 | 60 | R-Scr LED 12W | 12 |
| Hallway | 2x2x2 F017 | 1 | 32 | R-12-2T8-LED | 14 |
| Hallway | 1x4x2 F032 | 1 | 59 | R-24-2T8-LED | 25 |
| Hallway | 1x4x2 F032 | 6 | 59 | R-24-2T8-LED | 25 |
| Receptionist | 1x4x2 F032 | 11 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Closet | Keyless 60w inc | 2 | 60 | R-Scr LED 12W | 12 |
| Office | 1x4x2 F032 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 1 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| Storage | 1x4x2 F032 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| Exterior | 2x2x2 F017 | 2 | 59 | R-12-2T8-LED | 25 |
| Exterior | Globe 100w inc | 5 | 60 | R-Scr LED 12W | 12 |
| Exterior | Wallpack 175 MH | 1 | 215 | N-FL70W-LED | 70 |
| Exterior | Mini Wallpack 100 MH | 3 | 138 | N-WP30W-LED | 30 |
| Exterior | Mini Flood 100MH | 1 | 138 | N-FL30W-LED | 30 |

Scope of Work:

1) Wipe clean fixtures to be retrofitted.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED wall packs shall be MaxLite or equivalent.

   D. LED flood lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #7: Library/Environmental Health Comprehensive Lighting Retrofit.

**EEM #8: Library/Environmental Health HVAC Replacement**

This measure is the replacement of various HVAC equipment at the County of Colusa Library & Environmental Health facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

**Table B8: Library/Environmental Health HVAC Replacement**

| Existing | | | | | | | |
|---|---|---|---|---|---|---|---|
| Make | Model | Capacity | | | Age | Curr Eff | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| ICP | PGD090H200A | 7.5 | 200 | 160 | 21 | 8.06 | 71.6% |
| Lennox | GCS24-953-200-1Y | 7.5 | 200 | 160 | 24 | 8.80 | 70.4% |
| Amana | SPCG601153A | 5 | 115 | 92 | 29 | 8.81 | 68.4% |
| Lennox | GCS24-1353-270-1Y | 10 | 270 | 216 | 24 | 8.89 | 70.4% |
| ICP | PGD090H200A | 7.5 | 200 | 160 | 20 | 8.10 | 72.0% |
| New | | | | | | | |
| Make | Model | Capacity | | | | Efficiency | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Carrier | 48HCED08A2A5-0A0A0 | 7.5 | 180 | 148 | | 12.0 | 82.0% |
| Carrier | 48HCED08A2A5-0A0A0 | 7.5 | 180 | 148 | | 12.0 | 82.0% |
| Carrier | 48HCED06A2A5-0A0A0 | 5 | 115 | 90 | | 12.5 | 81.0% |
| Carrier | 48HCED12A2A5-0A0A0 | 10 | 224 | 184 | | 12.0 | 82.0% |
| Carrier | 48HCED08A2A5-0A0A0 | 7.5 | 180 | 148 | | 12.0 | 82.0% |

Scope of Work:

1) Turn off power to existing equipment.

2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

A. All existing connections to be reused where possible.

B. Valve & cap or properly terminate all abandoned utilities and connections.

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

7) New thermostat to be installed in place of existing thermostat.

    A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

            a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

    A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #8: Library/Environmental Health HVAC Replacement.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

## EEM #9: Historic Courthouse/Hall of Records Comprehensive Lighting Retrofit

This measure is the retrofit of various lighting systems at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

**Table B9: Courthouse/Records Comprehensive Lighting Retrofit**

| Existing | | | | New | |
|---|---|---|---|---|---|
| Location | Fixture | Qty | W | Retrofit Code | W |
| Hallway | Pendent | 5 | 138 | R-Scr LED 20W | 20 |
| Court Rm | Pendent | 10 | 138 | R-Scr LED 20W | 20 |
| Hallway | Pendent | 3 | 138 | R-Scr LED 20W | 20 |
| Atorney Office | Drum 200w inc | 1 | 200 | R-Scr LED 20W | 20 |
| Chamber | 1x4x2 F032 | 12 | 59 | R-24-2T8-LED | 25 |
| Chamber | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Assesor Office | 2x4x2 F032 | 10 | 59 | R-24-2T8-LED | 25 |
| Assesor Office | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 | 10 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Copy Room | 2x4x2 F032 | 1 | 59 | R-24-2T8-LED | 25 |
| Copy Room | 2x4x2 F032 | 10 | 59 | R-24-2T8-LED | 25 |
| RR | 1x4x2 F032 | 6 | 59 | R-24-2T8-LED | 25 |
| Electrical RM | 1x4x2 F032 | 1 | 59 | R-24-2T8-LED | 25 |
| Rm 111 | 1x4x2 F032 | 20 | 59 | R-24-2T8-LED | 25 |
| Rm 111 | 1x8x2 F96T12 | 6 | 128 | R-18-4T8-LED kit | 50 |
| Rm 111 | 1x8x1 F96T12 | 2 | 68 | R-18-2T8-LED kit | 25 |
| Rm 111 | 1x7x1 F72T12 | 2 | 128 | R-18-4T8-LED kit | 50 |
| Rm 111 | 1x4x1 F48T12 | 1 | 59 | R-24-2T8-LED | 25 |
| Mail Room | 2x4x2 F032 | 10 | 59 | R-24-2T8-LED | 25 |
| Storage | Keyless 60w inc | 1 | 60 | R-Scr LED 12W | 12 |
| Storage | 1x4x2 F032 | 5 | 59 | R-24-2T8-LED | 25 |
| Storage | 1x8x2 F96T12 | 2 | 128 | R-18-4T8-LED kit | 50 |
| Storage | 1x8x1 F96T12 | 2 | 68 | R-18-2T8-LED kit | 25 |
| Storage | 1x4x2 F032 | 1 | 59 | R-24-2T8-LED | 25 |
| Storage | Keyless 60w inc | 1 | 60 | R-Scr LED 12W | 12 |
| Storage | 1x8x2 F96T12 | 2 | 128 | R-18-4T8-LED kit | 50 |
| Storage | 1x3x1 F025 | 1 | 28 | R-13-1T8-LED | 12 |
| Storage | 1x2x2 F017 | 1 | 32 | R-12-2T8-LED | 14 |
| Storage | 1x7x1 F72T12 | 2 | 128 | R-18-4T8-LED kit | 50 |
| Storage | 1x4x1 F032 | 1 | 59 | R-24-2T8-LED | 25 |
| Break Rm | 1x2x2 F017 | 1 | 32 | R-12-2T8-LED | 14 |
| Hallway | 1x4x2 F032 | 2 | 59 | R-24-2T8-LED | 25 |
| Boiler | Keyless 60w inc | 6 | 60 | R-Scr LED 12W | 12 |
| Janitor | Keyless 60w inc | 1 | 60 | R-Scr LED 12W | 12 |
| Room 104 | 1x4x2 F032 | 4 | 59 | R-24-2T8-LED | 25 |
| Room 102 | 2x4x2 F032 (1) WS | 9 | 59 | R-24-2T8-LED | 25 |
| Room 102 | 2x4x2 F032 (1) WS | 6 | 59 | R-24-2T8-LED | 25 |
| Room 102 | 2x4x3 F032 | 12 | 89 | R-24-3T8-LED | 38 |
| Room 102 | 2x4x2 F032 (1) WS | 5 | 59 | R-24-2T8-LED | 25 |
| Room 108 | 1x4x2 F032 | 22 | 59 | R-24-2T8-LED | 25 |
| RR | Keyless 60w | 1 | 60 | R-Scr LED 12W | 12 |
| Records | 1x4x2 F032 (25' high) | 144 | 59 | R-24-2T8-LED | 25 |
| Records | 1x4x2 F032 | 14 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 F032 | 2 | 59 | R-24-2T8-LED | 25 |
| Storage | Keyless 26w. | 3 | 60 | R-Scr LED 12W | 12 |
| Hallway | 2x4x2 F032 | 6 | 59 | R-24-2T8-LED | 25 |
| Jurry | 2x4x2 F032 | 8 | 59 | R-24-2T8-LED | 25 |
| RR | Keyless 60 inc | 4 | 60 | R-Scr LED 12W | 12 |
| Janitor | Keyless 60 inc | 1 | 60 | R-Scr LED 12W | 12 |
| PayRuzz | 1x4x2 F032 | 11 | 59 | R-24-2T8-LED | 25 |
| Room 202 | 1x4x4 F032 | 26 | 59 | R-24-4T8-LED | 25 |
| Room 202 | 1x2x2 F017 | 2 | 32 | R-12-2T8-LED | 14 |
| Room 202 | 1x3x1 F025 | 2 | 32 | R-12-2T8-LED | 14 |

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

Scope of Work:

1) Wipe clean fixtures to be retrofitted.
2) Install new equipment according to manufacturer recommendations.
    A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.
        I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.
        II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.
    B. A-19 screw-in LED lamps shall be MaxLite or equivalent.
3) Dispose of existing lamps/fixtures per code and or EPA requirements.
4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.
5) Notify the County Project Manager when this scope of work has been completed.
6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.
    A. All items on the punch list shall be completed.
        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.
        II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.
7) Lighting manufacturer representative shall supervise startup of their equipment.
    A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.
8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #9: Historic Courthouse/Hall of Records Comprehensive Lighting Retrofit.

**EEM #10: Historic Courthouse/Hall of Records HVAC Replacement**

This measure is the replacement of various HVAC equipment at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

**Table B10: Courthouse/Records HVAC Replacement**

| Existing | | | | | | | |
|---|---|---|---|---|---|---|---|
| Make | Model | Capacity | | | Age | Curr Eff | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Trane | YCD049C3L0BE | 4 | 90 | 73 | 22 | 9.61 | 72.1% |
| Trane | YCD037C3L0BE | 3 | 80 | 65 | 22 | 9.61 | 72.1% |
| Trane | YCD037C3L0BE | 3 | 80 | 65 | 22 | 9.61 | 72.1% |
| **New** | | | | | | | |
| Make | Model | Capacity | | | | Efficiency | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Trane | YHC048E3E0H | 4 | 120 | 96 | | 14.2 | 81.0% |
| Trane | YHC036E3E0M | 3 | 80 | 64 | | 12.4 | 80.0% |
| Trane | YCH036E3E0M | 3 | 80 | 64 | | 12.4 | 80.0% |

Scope of Work:

1) Turn off power to existing equipment.

2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

   A. All existing connections to be reused where possible.

   B. Valve & cap or properly terminate all abandoned utilities and connections.



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3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

   B. Connect new equipment to existing connections, where possible.

      I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

         a. Condensate to drain to acceptable location per code requirements.

      II. Connect new unit to existing ductwork.

      III. Connect electrical wiring to new unit.

         a. Extend or shorten conductors and conduit as required to connect to new unit.

         b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

            i. All outdoor conduits shall be provided with liquid tight fittings.

            ii. Maximum whip length is 6'-0".

      IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

      V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

   A. Thermostat to meet 2016 Title 24 guidelines.



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8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

            a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

    A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #10: Historic Courthouse/Hall of Records HVAC Replacement.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

**EEM #11: Historic Courthouse/Hall of Records R-410A Replacement**

This measure is the replacement of various HVAC equipment at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent, that utilizes R-410A. The following table details the equipment included in this measure.

**Table B11: Courthouse/Records R-410A Replacement**

| Existing | | | | | | | |
|---|---|---|---|---|---|---|---|
| Make | Model | Capacity | | | Age | Curr Eff | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Tempstar | T2AS360GKBA100 | 5 | - | - | 12 | 11.00 | - |
| Tempstar | NTC6100KJ | - | 100 | 79 | 12 | - | 75.2% |
| ICP | PGE120H250AA-- | 10 | 250 | 200 | 12 | 9.49 | 75.2% |
| ICP | PGF330060K01A1 | 2.5 | 60 | 48 | 13 | 8.37 | 74.8% |
| ICP | PGF42080K01A1 | 3.5 | 80 | 64 | 13 | 8.37 | 74.8% |
| ICP | PGF330060K01A1 | 2.5 | 60 | 48 | 13 | 8.37 | 74.8% |
| New | | | | | | | |
| Make | Model | Capacity | | | | Efficiency | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Carrier | 24APB/CNPV | 5 | - | - | | 12.5 | - |
| Carrier | 59TP6A080E211120 | - | 80 | 78 | | - | 96.5% |
| Carrier | 48HCFD12 | 10 | 250 | 205 | | 11.5 | 80.0% |
| Carrier | 48VLNC3006030 | 2.5 | 60 | 49 | | 11.5 | 81.0% |
| Carrier | 48VLNC4209030 | 3.5 | 90 | 74 | | 11.5 | 81.0% |
| Carrier | 48VLNC3006030 | 2.5 | 60 | 49 | | 11.5 | 81.0% |

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.

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A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

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A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #11: Historic Courthouse/Hall of Records R-410A Replacement.

**EEM #12: Courthouse Annex Comprehensive Lighting Retrofit**

This measure is the retrofit of various lighting systems at the Courthouse Annex facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure. (Due to the length of the table it has been included as the following page.)

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## Table B12: Courthouse Annex Comprehensive Lighting Retrofit

| Existing | | | | New | |
|---|---|---|---|---|---|
| Location | Fixture | Qty | W | Retrofit Code | W |
| Entrance | 2x4x2 | 6 | 59 | R-24-2T8-LED | 25 |
| Entrance | 2x2x2 F017 | 3 | 32 | R-22-2T8-LED | 14 |
| RR | 1x4x2 | 10 | 59 | R-24-2T8-LED | 25 |
| Elevator | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Court Rm | 2x4x3 | 14 | 89 | R-24-3T8-LED | 38 |
| Court Rm | Recess Can | 7 | 60 | R-Scr LED 12W | 12 |
| Probation Officer | 2x4x3 | 12 | 89 | R-24-3T8-LED | 38 |
| Copy Room | 1x4x2 | 4 | 59 | R-24-2T8-LED | 25 |
| Office A | 2x4x4 | 2 | 118 | R-24-4T8-LED | 50 |
| Hallway | 2x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Hallway | 2x2x2 | 8 | 32 | R-22-2T8-LED | 14 |
| Clerck Office | 2x4x3 (3) WS | 18 | 89 | R-24-3T8-LED | 38 |
| Clerck Office | PAR 30 | 3 | 60 | R-Scr LED 12W | 12 |
| Clerck Office | 2x2x2 F017 | 2 | 32 | R-22-2T8-LED | 14 |
| Office | 2x4x4 | 4 | 118 | R-24-4T8-LED | 50 |
| Records | 2x4x3 | 4 | 89 | R-24-3T8-LED | 38 |
| Judge | 2x4x3 | 8 | 89 | R-24-3T8-LED | 38 |
| Break room | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| Hallway | 2x2x2 F017 | 3 | 32 | R-22-2T8-LED | 14 |
| Janitor | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 3 | 59 | R-24-2T8-LED | 25 |
| RR | 1x4x2 | 4 | 59 | R-24-2T8-LED | 25 |
| Hallway | 2x2x2 F017 | 1 | 32 | R-22-2T8-LED | 14 |
| Hallway | 1x2x2 | 1 | 32 | R-12-2T8-LED | 14 |
| Electrical RM | 1x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Open Area | 1x4x2 | 8 | 59 | R-24-2T8-LED | 25 |
| Exterior | Pole 12' 175 MH | 2 | 215 | N-SB70W-LED | 70 |
| Exterior | Recess Can 8" 100w | 8 | 100 | R-Scr LED 12W | 12 |
| Exterior | 100w wallpack | 1 | 138 | N-WP30W-LED | 30 |
| Phone Rm | 1x4x2 | 6 | 59 | R-24-2T8-LED | 25 |
| Court RM | 2x4x3 | 3 | 89 | R-24-3T8-LED | 38 |
| Civil Unit | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Civil Unit | 2x4x3 | 5 | 89 | R-24-3T8-LED | 38 |
| Civil Unit | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Civil Unit | 1x4x2 | 6 | 59 | R-24-2T8-LED | 25 |
| Civil Unit | 1x4x2 | 3 | 59 | R-24-2T8-LED | 25 |
| Civil Unit | 1x4x2 | 3 | 59 | R-24-2T8-LED | 25 |
| Pole Light | Shoe Box Brown LU250 | 5 | 295 | N-SB100W-LED | 100 |
| Office | 2x4x3 (3) WS | 6 | 89 | R-24-3T8-LED | 38 |
| Hallway | 2x2x3 F017 | 2 | 48 | R-24-3T8-LED | 21 |
| Copy Room | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 5 | 89 | R-24-3T8-LED | 38 |
| Room 202 | 2x4x3 | 6 | 89 | R-24-3T8-LED | 38 |
| Room 102 | 2x4x3 | 6 | 89 | R-24-3T8-LED | 38 |
| Exterior Wall | MH250 | 4 | 295 | N-WP90W-LED | 90 |
| Pole Light | Shoe Box 250 square | 16 | 295 | N-SB100W-LED | 100 |

Scope of Work

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1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

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9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #12: Courthouse Annex Comprehensive Lighting Retrofit.

**EEM #13: Courthouse Annex Boiler System Replacement**

This measure is the replacement of a boiler system on the roof of the County of Colusa Courthouse Annex facility, in Colusa. This measure replaces the existing boiler system, sized to supply heating hot water (HHW) to both floors of the building, with a system that has been sized to supply HHW to only the first floor. The following table details the equipment involved in this measure.

**Table B13: Courthouse Annex Boiler System Replacement**

| Existing | | | | | |
|---|---|---|---|---|---|
| Make | Model | Capacity | | Age | Thermal Efficiency |
| | | In [kbtuh] | Out [kbtuh] | | |
| Raypak | H1-926C-BCAHCAA | 926 | 759.32 | 26 | 62.8% |
| **New** | | | | | |
| Make | Model | Capacity | | | Thermal Efficiency |
| | | In [kbtuh] | Out [kbtuh] | | |
| Laars | MT2H 500 | 500 | 425 | | 85.0% |

Scope of Work:

1) Demolition work shall include removal of one (1) existing boiler on the roof of the Courthouse Annex.

   A. Disconnect the electrical connection and terminate in a safe manner for use by the new equipment.



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B. Disconnect the gas connection and cap and terminate in a safe manner for use by the new equipment.

C. Isolate the heating water piping to the boiler from the main system.

D. Disconnect or isolate domestic cold-water make-up when piping requires.

E. Remove anchor bolts in the base to the support frame.

F. Remove the boiler from the roof.

2) Install non-condensing boiler in the location of the first boiler removed.

A. No disruption to the building occupants is permitted without prior written approval of the County Project Manager.

3) Provide the following item in the cold-water make-up to the system:

A. Install Watts Regulator ½" reduced pressure backflow preventer Series 009 with quarter turn ball valves model 009QT-½ (or equivalent) in the cold-water makeup, if there is not one already installed. Verify existing conditions.

I. Provide air gap fitting at back flow preventer as required by field conditions. Watts Regulator Model No. 909AGA (or equivalent).

B. Include new bronze pressure reducing valve Watts Regulator adjustable from 25 to 75 PSI (or equivalent)

I. Do not reuse the existing pressure reducing valve.

II. Set to 28 PSI.

III. Similar to model number N55BUM1.

IV. Provide 3½" pressure gauge similar to Ashcroft 1005PH with range of 0 to 60 PSI (or equivalent)

a. Install isolation valve at base of gauge for ease of replacement.

b. Valve shall be quarter turn stainless steel ball type with bronze or brass body similar to Milwaukee Valve Model No. BA-475B-¼ threaded body. (or equivalent)

4) Connect the heating water supply line from the existing piping to the new modulating style boiler.

A. New piping shall be schedule 40 black steel pipe with cast iron fittings or,

B. Copper type 'L' with wrought copper fittings and silver solder.

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C. No dissimilar metals permitted. If the existing piping is copper, the use of steel piping is unacceptable, and the installation shall be changed at no additional cost to the County.

5) The boiler shall be a Laars Mighty Therm 2 MT2H 500 or equal rated at 500,000 BTU/Hr, input.

A. Connect the heating water return line from the existing piping to the new boiler.

B. Install tangential air separator, 2 1/2" inch on the return line near the cold-water make-up connection to the system.

C. Install line size isolation valves at each boiler for future service and repair without isolating both boilers.

I. Valve shall be quarter turn stainless steel ball type with bronze or brass body similar to Milwaukee Valve Model No. BA-475B threaded body for lines 2" and smaller (or equivalent).

II. Over 2" isolation valves shall be Milwaukee Valve quarter turn butterfly wafer style valves placed between two flanges (or equivalent) or equal. Verify size for actual valve selection.

6) Reconnect the existing electrical service to the new boiler.

A. Include J-box as required for a clean installation.

B. Whip shall not exceed 6'-0".

7) Reconnect the existing gas piping to the new boiler connection.

8) Install the load circulating pump to operate the building heating coils.

A. One Grundfos MAGNA 3 Centrifugal Smart Circulator, 115V, 1 ph, 60Hz w/VFD or equal.

I. Pump is suitable for use with 30% propylene.

9) Remove existing expansion tank and install new bladder type ASME expansion tank. Connect to the existing piping – no isolation valve is permitted between the water service to the boiler and the expansion tank. Should one be included for future maintenance purposes, the handle must be removed to avoid unintentional isolation during regular operation.

A. Extrol 10.9 gal (ASME) Vertical 125# or equal.

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10) Install thermometer wells and isolation valves at the branch (primary) service to the new boiler piping connections to the load loop.

A. Wells and sensors provided and installed by mechanical contractor.

B. Thermometers provided by mechanical contractor.

I. Install minimum of two Weiss Industrial Glass type Thermometers Model No. A9VU35-240 with a range of 30 to 240°F in 2° increments. (or equivalent)

a. Locate one in the heating return water line and one in the heating supply water line.

11) The boiler venting will be supplied by the boiler manufacturer as an outdoor venting kit and installed as required by manufacturer's recommendations.

12) Electrically connect new boiler when they are installed by contractor.

13) Electrically connect new building load pump as required by the mechanical scope of work.

A. Install additional line voltage wiring as required for controls – time clock and relays. Coordinate with mechanical contractor.

14) Controls wiring and conduit by controls contractor. Control of the new boiler shall be electrical controls only. No direct digital controls system is included within this scope of work.

A. Controls contractor shall mount and install the digital time clock similar to the Intermatic 7-day programmable model number 1NA92 or equal.

I. Provide additional contacts as required to control pump motors, boiler start and stop, etc.

15) The system shall be started up utilizing the manufacturers recommended procedures.

16) After the boiler has the startup documentation completed:

A. Report completion of the project measure so a review by the County and by Aircon Energy Inc. can be completed and a punch list can be generated.

B. Upon completion of the punch list item(s), submit a notice of completion to Aircon Energy Inc.

C. Aircon Energy Inc. shall submit a notice of completion to the County.

I. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.



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17) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #13: Courthouse Annex Boiler System Replacement.

**EEM #14: Courthouse Annex Solar Project**

This measure is the installation of a 94-kW (DC) renewable energy generation system at the County of Colusa Courthouse Annex facility, in Colusa. The proposed solar array shall be a carport mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

**Table B14: Courthouse Annex Solar Project**

| Location | Mount | Size (DC) [kW] | Panel | | |
|---|---|---|---|---|---|
| | | | Make | Model | Qty |
| Courthouse Annex | Carport | 93.96 | SunPower | SPR-E20-435-COM | 216 |
| Inverter | | | | Additional Equipment | |
| Make | Model | Qty | Size (AC) [kW] | Racking | Monitoring |
| SunPower (Delta Electronics) | M80U-121 | 1 | 83 | Baja Construction SSS-BSP | Deck/Also Energy |

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.
2) All work shall be in accordance with all local governing codes.
3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.
4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.
   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.
5) All equipment shall be installed in accordance with manufacturer's specifications.



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A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

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8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

   A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #14: Courthouse Annex Solar Project.

**EEM #15: Behavioral Health Comprehensive Lighting Retrofit**

This measure is the retrofit/replacement of various lighting systems at the Behavioral Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

## Table B15: Behavioral Health Comprehensive Lighting Retrofit

| Existing | | | | New | |
|---|---|---|---|---|---|
| Location | Fixture | Qty | W | Retrofit Code | W |
| Exterior | Mini WP 100 MH | 2 | 138 | N-WP30W-LED | 30 |
| Exterior | Wall Pack MH250 | 7 | 295 | N-WP90W-LED | 90 |
| Exterior | Shoe Box 250W | 16 | 295 | N-SB100W-LED | 100 |
| Waiting Room | 2x4x3 (1) WS | 4 | 89 | R-24-3T8-LED | 38 |
| Hallway | 2x2x3 | 20 | 89 | R-22-3T8-LED | 38 |
| Office | 2x2x3 | 3 | 89 | R-22-3T8-LED | 38 |
| Office | 2x2x3 (1) WS | 2 | 89 | R-22-3T8-LED | 38 |
| Computer Rm | 2x2x3 (1) WS | 3 | 89 | R-22-3T8-LED | 38 |
| Room 304 | 2x2x3 | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| Ocffice | 2x4x3 | 3 | 89 | R-24-3T8-LED | 38 |
| Confrence Rm | 2x4x3 (1) WS | 4 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 12 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Janitor | 1x4x2 (1) WS | 1 | 59 | R-24-2T8-LED | 25 |
| RR | 1x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Back Office | 2x4x3 (1) WS | 4 | 89 | R-24-3T8-LED | 38 |
| Ofice | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Room 319 | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 3 | 89 | R-24-3T8-LED | 38 |
| Breakroom | 2x4x3 | 4 | 89 | R-24-3T8-LED | 38 |
| Open Area | 2x4x3 | 6 | 89 | R-24-3T8-LED | 38 |
| office | 2x4x3 | 3 | 89 | R-24-3T8-LED | 38 |
| Room 103 | 2x4x3 | 12 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 4 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 4 | 89 | R-24-3T8-LED | 38 |
| AOD | 2x4x3 | 6 | 89 | R-24-3T8-LED | 38 |
| Main Hallway | 2x2x3 F017 | 2 | 89 | R-22-3T8-LED | 38 |
| Main Hallway | 2x4x3 | 14 | 89 | R-24-3T8-LED | 38 |
| Hallway | 2x4x3 | 6 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1)WS | 2 | 89 | R-24-3T8-LED | 38 |
| RR | 1x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Breakroom | 2x4x3 (1) WS | 4 | 89 | R-24-3T8-LED | 38 |
| Janitor | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Room 334 | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (3) WS | 9 | 89 | R-24-3T8-LED | 38 |
| Hallway | 2x4x3 | 10 | 89 | R-24-3T8-LED | 38 |
| Offices | 2x4x3 (9) WS | 30 | 89 | R-24-3T8-LED | 38 |
| Office | 1x4x2 | 3 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |

Scope of Work

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

    A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

        I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

        II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

    B. LED wall packs shall be MaxLite or equivalent.

    C. LED cobra heads shall be NLS Lighting or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

        II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

    A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #15: Behavioral Health Comprehensive Lighting Retrofit.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

## EEM #16: Behavioral Health HVAC Replacement

This measure is the replacement of various HVAC equipment at the Behavioral Health facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

**Table B16: Behavioral Health HVAC Replacement**

| Existing | | | | | | | |
|---|---|---|---|---|---|---|---|
| Make | Model | Capacity | | | Age | Curr Eff | |
| | | Tons | In [kbtuh] | Out [kbtuh] | | EER | Thermal |
| Carrier | 48HJD007G--541-- | 6 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48HJD006G--541-- | 5 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48HJD006G--541-- | 5 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48GX-036060501AD | 3 | 60 | 47.20 | 17 | 9.88 | 72.0% |
| Carrier | 48HJD006G--541-- | 5 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48GX-024040301AD | 2 | 40 | 32.00 | 17 | 9.88 | 73.3% |
| Carrier | 48GX-042060501AD | 3.5 | 60 | 47.20 | 18 | 9.83 | 71.6% |
| Carrier | 48HJD006G--541-- | 5 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48GX-024040301AD | 2 | 40 | 32.00 | 17 | 9.88 | 73.3% |
| Carrier | 48HJD005G--551-- | 4 | 72 | 59.04 | 17 | 10.11 | 75.0% |
| Carrier | 48GX-042060501AD | 3.5 | 60 | 47.20 | 18 | 9.83 | 71.6% |
| Carrier | 48HJD006G--541-- | 5 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48HJD007G--551-- | 6 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48HJD007G--541-- | 6 | 72 | 59.04 | 17 | 10.07 | 75.0% |
| Carrier | 48GX-024040301AD | 2 | 40 | 32.00 | 17 | 9.88 | 73.3% |
| Carrier | 48GX-036060501AD | 3 | 60 | 47.20 | 17 | 9.88 | 72.0% |
| New | | | | | | | |
| Make | Model | Capacity | | | Efficiency | | |
| | | Tons | In [kbtuh] | Out [kbtuh] | EER | Thermal | |
| Carrier | 48HCDA07_5_ | 6 | 72 | 59.04 | 12.0 | 82.0% | |
| Carrier | 48HCDA06_5_ | 5 | 72 | 59.04 | 12.5 | 82.0% | |
| Carrier | 48HCDA06_5_ | 5 | 72 | 59.04 | 12.5 | 82.0% | |
| Carrier | 48VL360605_ | 3 | 60 | 48.00 | 12.0 | 80.0% | |
| Carrier | 48HCDA06_5_ | 5 | 72 | 59.04 | 12.5 | 82.0% | |
| Carrier | 48VL24040_3_ | 2 | 40 | 32.40 | 12.0 | 81.0% | |
| Carrier | 48VL42060_5_ | 3.5 | 60 | 47.10 | 12.0 | 78.5% | |
| Carrier | 48HCDA06_5_ | 5 | 72 | 59.04 | 12.5 | 82.0% | |
| Carrier | 48VL24040_3_ | 2 | 40 | 32.40 | 12.0 | 81.0% | |
| Carrier | 48HCDA05_5_ | 4 | 72 | 59.04 | 13.0 | 82.0% | |
| Carrier | 48VL42060_5_ | 3.5 | 60 | 47.10 | 12.0 | 78.5% | |
| Carrier | 48HCDA06_5_ | 5 | 72 | 59.04 | 12.5 | 82.0% | |
| Carrier | 48HCDA07_5_ | 6 | 72 | 59.04 | 12.0 | 82.0% | |
| Carrier | 48HCDA07_5_ | 6 | 72 | 59.04 | 12.0 | 82.0% | |
| Carrier | 48VL24040_3_ | 2 | 40 | 32.40 | 12.0 | 81.0% | |
| Carrier | 48VL360605_ | 3 | 60 | 48.00 | 12.0 | 80.0% | |

Scope of Work:

1) Turn off power to existing equipment.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

   A. All existing connections to be reused where possible.

   B. Valve & cap or properly terminate all abandoned utilities and connections.

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

   B. Connect new equipment to existing connections, where possible.

      I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

         a. Condensate to drain to acceptable location per code requirements.

      II. Connect new unit to existing ductwork.

      III. Connect electrical wiring to new unit.

         a. Extend or shorten conductors and conduit as required to connect to new unit.

         b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

            i. All outdoor conduits shall be provided with liquid tight fittings.

            ii. Maximum whip length is 6'-0".

      IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

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V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #16: Behavioral Health HVAC Replacement.

**EEM #17: Behavioral Health Carport Solar Project**

This measure was not selected for inclusion in the scope of this final project. Instead the following measure, EEM #18, was selected for inclusion in this project.

**EEM #18: Behavioral Health Solar Project**



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

This measure is the installation of an 81-kW (DC) renewable energy generation system at the County of Colusa Behavioral Health facility, in Colusa. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

**Table B18: Behavioral Health Solar Project**

| Location | Mount | Size (DC) [kW] | Panel | | |
|---|---|---|---|---|---|
| | | | Make | Model | Qty |
| Behavioral Health | Roof | 81.4 | SunPower | SPR-P19-395-COM | 206 |
| Inverter | | | | Additional Equipment | |
| Make | Model | Qty | Size (AC) [kW] | Racking | Monitoring |
| SunPower (Delta Electronics) | M60U-121 | 1 | 66 | SunPower Helix ST | Deck/Also Energy |

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.
2) All work shall be in accordance with all local governing codes.
3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.
4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.
    A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.
5) All equipment shall be installed in accordance with manufacturer's specifications.
    A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.



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10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #18: Behavioral Health Solar Project.

**Optional Measure: Behavioral Health Roof Restoration**

This measure is a multi-process restoration of the roof at the County of Colusa Behavioral Health facility, Colusa. The existing roof is a typical speculative grade built-up roof (BUR) with a mineral surfaced modified cap sheet. The roof is suffering from the effects of exposure to environmental conditions over the course of the past 20 years. This measure proposes to rectify various existing issues and reseal the roof such that roof life may be extended for an additional 15+ years.

Scope of Work:

1) The roof is to be examined to locate any areas of concern, in addition to those identified during the IGA, and assess the level of severity.

   A. The main BUR surface shall be inspected to identify areas of granule deterioration, alligatoring, blistering, and splits.

   B. Any additional preexisting conditions determined to be outside of the scope of this measure shall be brought to the attention of the County Project Manager, to determine further course of action.

   C. All roof penetrations and jack flashings shall be inspected to identify areas that pose the potential for leaks.

   D. All base and wall flashings shall be inspected to identify areas of granule deterioration and slippage.

   E. Parapet walls shall be inspected to locate any hairline cracks in the stucco.



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F. The coping atop the parapet walls shall be inspected to identify areas of overlap seal deterioration.

2) All areas of concern in the BUR surface and penetration, base, and wall flashings are to be resealed using the three-course method.

A. Locations that require spudding will have gravel removed no less than 4" around the area to be resealed.

I. Prevent further propagation of splits and cracks by perpendicular termination and secure termination on both sides, where possible.

B. Clean repair side surface in preparation of mending.

C. Measure and cut strips of reinforcement fabric that are to be used to strengthen the seal.

D. A base layer of plastic cement is to be laid down over the repair site, no less than 4" around.

E. Embed reinforcement fabric in base layer of plastic cement.

F. A top layer of plastic cement shall be laid to completely seal the repair site.

G. Gravel (if spud) or granules shall be generously spread over the repair site to prevent exposure of repair site to UV rays.

3) All hairline cracks in parapet wall are to be seal with Garland Tuff Coat, or equivalent.

4) Coping to be resealed with industry approved sealant in any area where the overlap seal is deteriorating.

5) The Aircon Energy, Garland Roofing Products Representative and County project managers shall perform a walkthrough, with the building inspector, and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer, inspector, or product representative directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

applicable governing codes; or in this case, Garland Roofing to insure the new warranty is upheld.

6) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

6) All items NOT included are specifically excluded.

This concludes the Scope of Work for Optional Measure: Behavioral Health Roof Restoration.

**EEM #19: Human Health Comprehensive Lighting Retrofit**

This measure is the retrofit/replacement of various lighting systems at the Human Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

## Table B19: Human Health Comprehensive Lighting Retrofit

| Existing | | | | New | |
|---|---|---|---|---|---|
| Location | Fixture | Qty | W | Retrofit Code | W |
| Exterior | Flood 250W | 1 | 295 | N-SB100W-LED | 100 |
| Exterior | Barn Light 175 MH | 4 | 215 | N-BL45W-LED | 45 |
| Exterior | PT Globe | 4 | 138 | R-Kit30W-LED | 38 |
| Entrance | 2x4x3 | 1 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Open Area | 2x4x3 | 20 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 (1) WS | 1 | 89 | R-24-3T8-LED | 38 |
| Breakroom | 2x4x3 (1) WS | 2 | 89 | R-24-3T8-LED | 38 |
| RR | 2x4x3 | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 | 2 | 89 | R-24-3T8-LED | 38 |
| Office | 2x4x3 | 5 | 89 | R-24-3T8-LED | 38 |
| Storage | 1x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Main Hallway | 1x4x2 | 5 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Breakroom | 1x4x2 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| RR | A19 | 3 | 60 | R-Scr LED 12W | 12 |
| RR | 1x1x2 F017 | 2 | 32 | R-12-2T8-LED | 14 |
| Office | 1x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Open Area | 1x4x2 | 27 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 4 | 59 | R-24-2T8-LED | 25 |
| Open Area | 1x4x2 (1) WS | 18 | 59 | R-24-2T8-LED | 25 |
| Office | 2x4x2 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| IT Room | 2x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Electrical RM | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Office | 2x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 1 | 59 | R-24-2T8-LED | 25 |
| Lobby | 2x2x2 F017 | 6 | 32 | R-22-2T8-LED | 14 |
| Hallway | 1x4x2 | 3 | 59 | R-24-2T8-LED | 25 |
| RR | 1x1x1 F017 | 2 | 32 | R-12-2T8-LED | 14 |
| RR | Recess can PAR 30 | 2 | 60 | R-Scr LED 12W | 12 |
| Public Health | 1x4x2 | 3 | 59 | R-24-2T8-LED | 25 |
| Hallway | 1x4x2 | 6 | 59 | R-24-2T8-LED | 25 |
| Breakroom | 1x4x2 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 3 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 2 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 | 6 | 59 | R-24-2T8-LED | 25 |
| Office | 1x4x2 (1) WS | 4 | 59 | R-24-2T8-LED | 25 |
| Storage | Keyless 60w | 1 | 60 | R-Scr LED 12W | 12 |
| Janitor | Keyless 60w | 1 | 60 | R-Scr LED 12W | 12 |
| Office | 2x4x2 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| Office | 2x4x2 (1) WS | 2 | 59 | R-24-2T8-LED | 25 |
| RR | 1x1x2 F017 | 2 | 32 | R-12-2T8-LED | 14 |
| Open | 1x4x2 (1) WS | 17 | 59 | R-24-2T8-LED | 25 |

Scope of Work:

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

    A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

        I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

        II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

    B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

    C. LED flood lights shall be MaxLite or equivalent.

    D. LED barn lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

        II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

    A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

1) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #19: Human Health Comprehensive Lighting Retrofit.

**EEM #20: Human Health Solar Project**

This measure is the installation of a 71-kW (DC) renewable energy generation system at the County of Colusa Human Health facility, in Colusa. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

**Table B20: Human Health Solar Project**

| Location | Mount | Size (DC) [kW] | Panel | | |
|---|---|---|---|---|---|
| | | | Make | Model | Qty |
| Human Health | Roof | 71.1 | SunPower | SPR-P19-395-COM | 180 |
| Inverter | | | | Additional Equipment | |
| Make | Model | Qty | Size (AC) [kW] | Racking | Monitoring |
| SunPower (Delta Electronics) | M60U-121 | 1 | 66 | Unirac SolarMount Light Rail | Deck/Also Energy |

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.

2) All work shall be in accordance with all local governing codes.

3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.



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4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.

   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.

5) All equipment shall be installed in accordance with manufacturer's specifications.

   A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

   B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

   C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

   D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

   E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

   F. Only high-quality fasteners shall be used (stainless steel is preferred).

   G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

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A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

6) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #20: Human Health Solar Project.

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## Supplemental General Conditions to the Scopes of Work

This project shall be conducted under the direction of Aircon Energy Inc. and reviewed by the County of Colusa. All work shall satisfy the requirements of the 2016 California Mechanical Code, 2016 California Electrical Code, 2016 California Building Code and NFPA requirements. No building permits shall be obtained, and no fees related to building permits shall be assessed. However, this does not allow the installing contractor to take shortcuts that are not common practice or are in violation of the building codes. Additional standards of excellence include SMACNA Sheet Metal Installation Manual, ASHRAE Standards, and rules and regulations adopted by the County at the time this project contract is issued. In all cases, the manufacturer's installation standards shall be followed and submitted to the County at the time of submittal review.

If there are any existing conditions that are in violation of the standards mentioned above, it is the contractor's responsibility to bring it to the attention of the County's Project Manager's attention. If these scopes call for work in excess of the code standards, the scopes shall prevail since the Codes represent "minimum" standards of excellence.

**Startup & Training:**

Each piece of equipment installed will include measure specific training, up to a full-day training course (for large mechanical equipment), for up to six attendees, which will cover all one needs to know in order to properly use and maintain all of the installed equipment. Staff will be trained on the architecture of the new equipment and shown how to properly service each item, when necessary. Proper start and stop procedures will be covered, as improper use could potentially shorten a piece of equipment's lifespan. Factory representative startup is included for all lighting measures. On top of the training course, equipment product data, Owner/User's Manual, warranty contact information, warranty log sheets, and maintenance log sheet will be provided in a binder for the successful utilization and maintenance of the installed equipment.

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**Warranty:**

Aircon Energy shall provide a limited "parts and labor" warranty for a minimum of 12 months from the date of equipment startup or 18 months from the date of original equipment shipment from the factory, whichever is less. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided manufacturer's written instructions for installation, operation and maintenance have been followed.

Warranty excludes parts associated with routine maintenance. Where manufacturer's warranty periods are greater than 12 months an extended "parts only" warranty will be provided.

**Safety Concerns:**

Safety at the project sites is first and foremost important to the County, Aircon Energy Inc., and to the installing subcontractors. There shall be a mandatory safety meeting conducted under the direction of the Aircon Energy Project Manager and/or Safety Officer. Safety is the responsibility of all workers during the course of the project.

1) All injuries, regardless how small, shall be reported to the project manager and shall be attended to immediately.
2) If any employee observes violation of any known safety guidelines, they are to report infractions to the project manager immediately.
3) Work space cleanup is required at the end of each workday.
    A. Failure by any subcontractor to keep the work area clean will result in the space being cleaned by someone else and the contractor will be charged for the services provided.
    B. Weekly safety meetings to be conducted.

**Exclusions:**

1) ASBUILTS.
2) Structural modifications, supports or structural engineering are not included unless new equipment weight exceeds existing equipment per limits as defined in Title 24 CBC.
3) Pre-existing conditions of any kind.
4) No provision is included in this scope for asbestos or lead testing and/or removal or delays associated with the remediation process.



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5) There will be no building permit fees regarding this project as there are no charges by the County for work related to County projects.
6) Title 24 and Energy Star Related Documentation
    A. The work related to this project is an energy project. No Title 24 energy documentation shall be included as part of this work.
    B. No equipment compliance documentation shall be included since the equipment provided under this scope of work is of the highest efficiency available.
    C. No Energy Star documentation shall be included within this scope of work.
7) Overtime. Any and all work that is specified by building owner or tenant, to be performed after regular business hours shall be charged the overtime rates that apply, which range from time-and-a-half to double time.
8) Any additional work that may be necessary, either by request of owner/tenant, or upon discovery while on the job, or as a result of additional requirements by the inspector, may be subject to additional cost beyond the above quoted measure/project cost. The additional work, if any, will be addressed with a "change order." No additional work shall be performed without agreement and signature of the change order by both parties.

**Engineering:**

1) Aircon Energy shall provide engineering services for the development of plans.
    A. The equipment and materials specified in the scope of work are recommended by the Company and the County has agreed upon to implement as part of this Project with the intention of providing:
        I. Improved technologies
        II. Reduced operating costs to the customer
        III. Reduced first cost to the contractor
        IV. Quieter operation
        V. Simplify installation
        VI. Reduce maintenance requirements
        VII. Reduced greenhouse gas emissions

**Greenhouse Gas Emission Considerations:**



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1) This project is being undertaken and funded due, in part, to consideration to greenhouse gas emissions.
    A. The contractor shall consider the effect of disposal of old equipment, evacuation of the refrigerant and oil, reuse of old piping and materials, in-as-much as it keeps these items out of the landfills and disposal sites.
2) If materials can be recycled, obtain weight of products that can be recycled.

**County Responsibility:**

1) The County shall provide the following at no additional cost to the company:
    A. Use of electrical power
    B. Access to the building during after-hours for the construction crews where installation of the new work is required. This shall include County personnel as required to satisfy the requirements of the County.

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## *SCHEDULE C Description of Performance Standards*

1. All installation engineering designs are to be documented as being in compliance with all applicable codes, laws, rules and regulations.

2. All Equipment is to be installed in a workmanlike manner and in compliance with all applicable codes, laws, rules, and regulations. All Equipment shall be fully warranted against defects, including malfunction, for a minimum one (1) year period from the date of the Notice of Completion for each ECM. Extended manufacturers' warranties (e.g., electronic ballasts) shall be passed through to County for the County's benefit.

3. The Equipment shall be demonstrated to be performing in a manner that satisfies manufacturer's specifications and the application requirements. Satisfactory operation of both the new and modified equipment must be demonstrated before the Final Notice of Completion.

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*SCHEDULE D* *Description of Training Program*

***Energy Services Project Training***

Aircon Energy will work closely with the County's building maintenance staff to provide initial training to all operation and maintenance personnel.

The initial training, which will occur during the implementation of the project, will consist of an overview of the project. The intent of the project and how the operations of the buildings will change will be explained. The emphasis will be on achieving the energy savings of the project while maintaining or improving the comfort of the occupants. Two (8) hour training sessions will be provided by Company for County staff.

*SCHEDULE E* *Certificate of Acceptance*

# Certificate of Acceptance

## COMPLETION OF WORK

The undersigned, a duly authorized officer of County of Colusa, does hereby execute and deliver this Certificate of Acceptance for completion of all work associated with the phase of the _____ building to Aircon Energy, Inc. under and pursuant to Section 6 of the Energy Services and Design Installation Agreement between Aircon Energy, Inc. and County of Colusa.

The County does hereby agree to pay in full, for the above described work all amounts due and owing to the Company in accordance with the agreement.

By: _____
Authorized Officer
County of Colusa

Date: _____, 2020



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*SCHEDULE F General Conditions*

1. INTENT:

1.1 It is the intent of this Agreement that the Company furnish a job complete in all respects, and that the Company shall do and finish everything called for, implied or indicated as necessary to properly complete the job.

2. DEFINITIONS:

2.1 Except as otherwise provided in this Schedule F, all the terms defined in the Energy Services Design and Installation Agreement between Aircon Energy, Inc. and County of Colusa, of which this Schedule F is a part, are incorporated by reference herein.

2.2 County: The term "County" or pronouns in place of the same where used herein shall mean County of Colusa.

2.3 Board: The term "Board" shall mean County of Colusa Board of Supervisors or its designated representatives.

2.4 County Representatives:

A. Contract Administrator. The term "Contract Administrator" shall mean the authorized personnel chosen to represent the County.

B. Project Manager: The term "Project Manager" shall mean the Facility Manager of the County who shall be the County's person responsible for the coordination and supervision of the Project.

2.5 Company: The term "Company" or pronouns in place of the same where used herein shall mean the company to whom the Agreement for the work described and specified herein has been awarded by the County Board of Supervisors.

2.6 Change Order: The term "Change Order" shall mean a County-approved authorization document that alters, adds to or deducts from the Agreement work.

2.7 Inspector: The term "Inspector" shall mean the Project Manager or his or her designee who shall review, inspect and approve all work performed by the Company before it is accepted by the County.

2.8 Days: The term "Days" shall mean calendar days.

3. BONDS REQUIRED:

3.1 Before commencing any work under the Agreement, the Company shall file a Performance Bond and a Payment Bond, each for a sum equal to 100% of the Agreement Price, with the County. These bonds shall be subject to the approval of the County Board of



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Supervisors . They shall be surety bonds; shall be issued by corporations duly and legally licensed and admitted to transact business in the State of California as a surety insurer, shall be issued at the expense of the Company; and shall be maintained by it and at its expense until the issuance of a Final Notice of Completion and release of final payment to Company by the County, or later as specified in section 5.1 hereof.

4. INSURANCE REQUIREMENTS:

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. The Contractor shall obtain, and maintain, at his own expense, all the insurance required by this section. The insurance requirements must be met within the time period allowed for contract execution as defined in the 00300 BID FORM herein.

The Notice to Proceed with the work under this contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the County. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the work and until the final completion and acceptance thereof.

4.1 Commercial General Liability (CGL)

Contractor shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with the following coverage(s).

(a) Personal Injury and Bodily Injury, including death resulting there from.
(b) Property Damage.
(c) Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of $5,000,000.00.

The following endorsements must be provided in the policy:
If the insurance policy covers an "accident" basis, it must be changed to "occurrence".

A. The policy must cover personal injury as well as bodily injury.

B. Blanket contractual liability must be afforded, and the policy must be afforded, and the policy must contain a cross liability or severability of interest endorsement.

C. County of Colusa, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.



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Nothing contained in this contract shall be construed to require Contractor's insurance to indemnify the County in contravention of Insurance Code 11580.04.

4.2 Workers' Compensation and Employer's Liability Insurance: In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor will be required to secure the payment of compensation to his employees.

The Contractor shall sign and file with the Owner the following certification:

**"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."**

Notwithstanding the foregoing provision, before the Contract is executed on behalf of the Owner, a bidder to whom a contract has been awarded shall furnish certificate of insurance or certificate of permission to self-insure. Said certificates shall provide that 30 days' notice of cancellation or change shall be afforded Owner.

4.3 The following requirements apply to all insurance to be provided by Contractor:

A. A certificate of insurance shall be furnished to the County prior to commencement of work. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) work days.

B. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

C. Approval of the insurance by the County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this contract.

4.4 The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

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GUARANTEE FOR TOTAL WORK:

5.1 Prior to acceptance of the Work by the County, the Contractor shall submit a guarantee in the form of a written warranty on Contractor's own letterhead as follows:

WARRANTY FOR _____

This work has been constructed in accordance with the Contract Documents, and the work as installed will fulfill the requirements of this warranty, and any other warranty therefore, included in the Contract Documents. We agree to repair or replace any and all of our work together with any other adjacent work which may be displaced by so doing, that prove to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned structure by Owner, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and filing of the Notice of Completion by the County Council.

In the event of our failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefore on demand.

Signed: _____ 962305
Contractor License Number

5.2 ADDITIONAL GUARANTEES

Additional guarantees shall be provided as required in the technical sections of the Contract Documents.

6. PAYMENT OF FEDERAL, STATE OR COUNTY TAXES:

6.1 Any federal, state or County tax payable on articles furnished by the Company, under the Agreement, shall be included in the Agreement price and paid for by the Company.

7. ASSIGNMENT OF AGREEMENT:

7.1 Neither party to the Agreement shall assign the Agreement without the written consent of the other party, nor may the Company assign any moneys due or to become due it thereunder without the written consent of the County.

8. SEPARATE AGREEMENTS:

8.1 The County reserves the right to make other agreements in connection with this work. The Company shall afford all such other contractors reasonable opportunity for storage of their materials; shall provide that the execution of their work properly connects and coordinates with the Company's work; and shall fully cooperate with them to the end of facilitating the work.



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9. ALTERATIONS, ADDITIONS OR DEDUCTIONS/CHANGE OF AGREEMENT:

9.1 All specifications shall be subject to approval of the Project Manager. No modification or deviation from the specifications will be permitted. However, within the limits allowed by law, the County without invalidating the Agreement, may request extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly. Such modification of the Agreement (Agreement Change Order) shall be signed by the Company and approved by the County in accordance with its established procedures and specifications for public works contract modifications.

9.2 All Change Order work shall be executed under the conditions of the original Agreement except that any claim for extension of time caused thereby shall be addressed at the time of such Change Order.

9.3 The County shall have the authority to order changes in an emergency endangering life or property. Requests for all other modifications shall be in the form of a written order from the County. Change orders executed by all parties shall be the only basis of a claim for an addition to the Agreement sum.

9.4 Both parties agree that either credit to or charges against the County shall be determined as follows:

A. If the Agreement change is deductive, the County shall be given credit equal to the actual value of such labor and material plus 15% for associated overhead.

B. If the Agreement change is additive, the County shall pay the Company:

(1) The value of additional labor, material and equipment.

(2) 15% for overhead and 10% for profit.

C. If the Agreement change is both deductive and additive, the Company's percentage for overhead and profit shall be added to the net additive amount only. Likewise, the percentage for associated indirects will be added to the net deductive amount only.

9.5 If the Company claims that any instruction by drawings or otherwise involves extra cost under the agreement, it shall give the Contract Administrator and Project Manager written notice thereof within ten (10) days after receipt of such instructions, and in any event before proceeding to execute the work except in emergencies endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

9.6 When the County and Company are unable to agree upon the cost or time change of any change, the County's estimate of such cost or time change shall be used unless the Company presents proof to the County's satisfaction that the County's estimate is in error prior to the final payment.



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9.7 Documents Issued After Contract Award

A. Cost Request Bulletins: The Owner may, from time to time during the course of the Work, issue Cost Request Bulletins describing additional Work that may be desirable to include or delete from the Contract, by subsequent Change Order. The Contractor shall respond to Cost Request Bulletins in a thorough and timely manner, identifying separately and fully the costs of the proposed additional or deleted work as described in the Change Order provisions. Failure by the Contractor to respond in a timely manner or adequately describe the costs fully to Cost Request Bulletins and as a result, delaying the timely performance of the Contract shall not constitute justification for time extension.

B. Field Orders: The County shall retain the right to issue Field Orders to the Contractor describing changes necessary or desirable to the work that may not involve additional cost or extension of the Contract time. Field Orders shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Should the Contractor determine that there is cost or time impact to the Work due to the Field Order, he shall immediately notify that fact in writing to the County describing the anticipated impacts, and request issuance of a Change Order. Each Field Order shall receive a written response from the Contractor, acknowledging receipt, describing the action and time of completion for the work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required by the Field Order stating that the work is complete and ready for inspection.

C. Change Orders: The Owner reserves the right to require the Contractor to process and implement Change Orders in a timely fashion to add to or delete from the Work of the Contract.

D. County Directives: The County reserves the right to issue County Directives to require correction or repairs to the Work, or to require the contractor to bring into conformity with any laws, codes, ordinances, safety orders or practices determined to be deficient at the work site and surrounding areas affected by the Work, or to correct deficiencies in the Work in regard to compliance with the Contract Documents. County Directives shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Each County Directive shall receive a written response from the Contractor, acknowledging receipt, describing the action and the time of completion for the Work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required stating that the Work is complete and ready for inspection.

E. Requests for Information: The Contractor will address all Requests for Information (RFI) and questions to the project manager. The County will respond with clarifications in a reasonable time. It is incumbent upon the Contractor to submit RFIs in a timely manner. RFIs shall not constitute justification for time extension to the contract.



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10. DELAYS IN COMPLETION:

10.1 The Company shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) delays in work being completed by the County, delays in approval of plans, specifications, submittals, by the County and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Company, or if prevented by conditions directly resulting from the execution of agreements or the placing of orders by the federal government or its authorized agencies or representatives, which are required by law to be given priority but provided that whenever the Company shall claim that delays are due to any or all of the above-named causes, it shall within five (5) days after the occurrence of such cause or causes of delay notify the County in writing of the cause(s) for delay, the expected length of such delay(s), and shall request an extension of time. If the County finds that such cause or causes of delay exist, it shall grant the Company an extension of time equal to the delay resulting from such cause or causes or the County may, at its option, rescind said Agreement and pay the Company the reasonable value of the work completed. No claim for extra compensation due to any delay shall be submitted by the Company or granted by the County.

11. TERMINATION FOR CONVENIENCE:

11.1 County may, for its convenience and without cause, terminate the work in whole or in part at any time by written notice to Company stating the extent and effective date of such termination, whereupon Company shall (1) stop all Work and place no further orders or sub-agreements for materials, services, equipment, or supplies, except as may be necessary to complete portions of the Work not terminated; (2) assign to County, in the manner and to the extent directed by County, work orders, purchase orders and sub-agreements outstanding; (3) terminate work orders, purchase orders, and sub-agreements outstanding to the extent that they relate to the terminated portion of Work and are not assigned to County; (4) take any necessary action to protect property in Company's possession in which County has or may acquire an interest; (5) complete performance of the un-terminated portion of the Work; and (6) take any other action toward termination of the Work which County may direct.

11.2 County's Right to Carry Out the Work: If the County determines that the Contractor, without just cause, fails or refuses to employ an adequate working force, or to employ them for the maximum number of hours per day as permitted by law or by shifts of his working forces as would be sufficient, in the opinion of the County to complete the Work in accordance with the approved project schedule or within the time previously approved by the County for extension thereto, then after formal notice to the Contractor, the County shall have right to complete the Work or have the Work completed by such means and in such manner, by contract or otherwise as permitted by law, as the County may deem necessary and deduct the actual costs, including additional administrative cost, from the Contract by Change Order.



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11.3 After receipt of a notice of termination, Company shall submit to County a written termination claim setting Company's claim for final compensation due, if any, in the form and with the certification which County may prescribe. Such claim shall be submitted promptly, but in no event more than thirty (30) days after the effective date of termination. County shall compensate Company for the reasonable value of all work performed by Company prior to the effective date of termination as determined by County. The parties shall use their best efforts to resolve any dispute over the amount of such final compensation.

12. TERMINATION OF THE AGREEMENT; LIQUIDATED DAMAGES:
:

12.1 Each of the cited conditions in this Agreement, whether preceding or following this paragraph, is to be considered material and failure to comply with any of such conditions by the Company will be deemed a breach of the Agreement.

12.2 Should the Company fail to perform any of the provisions of the Agreement, the County shall have the right, whether or not an alternative right is provided, to declare the Agreement terminated.

12.3 On the Agreement being so terminated, the Company shall immediately remove from the premises all or any materials and personal property belonging to it which has not been used in the construction of the work.

12.4 **The** time limit specified in Section 1 is of the essence of this Contract. Company shall complete the Project by the Completion Date specified in Section 1 unless County agrees in writing to an extension of time. Failure to complete the work within the time and in the manner provided for by this Agreement shall subject Company to liquidated damages. The actual occurrence of damages and the actual amount of the damages which County would suffer if the work were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages which County would suffer in the event of delay include, but are not limited to, loss of the use of the facilities costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Company to complete the work within the time specified. Company agrees that the liquidated damages are not manifestly unreasonable under the circumstances and agrees that such sum is not intended as a penalty against the Company. The amount of liquidated damages to be paid by Company to County for failure to complete the work as specified in this Agreement will be two hundred dollars ($200) for each day by which completion of the work is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to County resulting from Company's default. In the event Company shall become liable for liquidated damages under this Section, County, in addition to all other remedies provided by law, shall have the right to withhold all or any part of the Retention which would otherwise be or become due Company, until the liability of Company under this Section has been fully satisfied. If the Retention is not sufficient to discharge all



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liabilities of Company incurred under this Section, Company and Company's sureties shall continue to remain liable to County until all such liabilities are fully satisfied.

13. OWNERSHIP OF DATA:

13.1 The ownership of all data collected for use by Company under this Agreement, together with working papers, drawings, and other material necessary to a complete understanding of the plans and necessary for the practical use of plans shall be vested in County following compensation to Company for services. Company may retain a copy of all work for his own use.

Company shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to County as part of this Agreement.

13.2 The Company shall perform the work required under this Agreement with the assistance of Computer Aided Design and Drafting (CADD) Technology. At any time, the Company shall deliver to the County, on request, the diskette or CD that contains the files in ".dwg format" (minimum R14 AutoCAD), and the supplier of the software and hardware necessary to use the design files.

15. PAYMENT AND COMPLETION:

15.1 PAYMENTS:

A. Schedule of Major Parts: Before any payment under this Contract becomes due, Company shall prepare a schedule of the estimated values of each of the various major parts of the job and the total of all parts which shall equal the contract sum. Said schedule shall be on a Payment Request Form supplied by the County and shall be subject to County's approval. The values in said schedule shall then be used by the County for verifying the amount of each progress payment.

B. Application for Payment: Once each month, Company shall prepare and forward to County a statement in writing, updating the approved Schedule of Major Parts, indicating the total amount of the work done and the acceptable materials furnished and delivered by Company on the ground and not used, or acceptable materials furnished and stored (if such storage is subject to or under the control of the County), for use in the performance of this Contract to the time of such statement and the value thereof. Payment of undisputed contract amounts is contingent upon the Company furnishing the County with a release of all claims against the County arising by virtue of this contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the question of the release as provided upon the Schedule of Major Parts.

C. Per section 20104.50 of the Public Contract Code:



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(1) Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than fourteen days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement.
A "progress payment" includes all payment due contractors, except the portion of the final payment designated by the contract as "Security."

D. Retaining Five Percent As Security: County shall retain five percent (5%) of the value of the work done, and five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of this Contract by Company (Retention).

Upon the County's written approval of Company's statement, the County shall, within 30 days of receipt, pay to Company, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of law or of this Contract. No such statement or payment shall be construed to be an acceptance of any defective work or improper materials.

E. Correction of Statement and Withholding of Payment: No inaccuracy or error in said statement shall operate to release Company or any surety from damages arising from such work or from enforcing each and every provision of this Contract. The County shall have the right to adjust any payment request, or to recover any payment made for work performed, so long as any lawful or proper direction concerning the Work, or any portion thereof given by The County shall remain uncompleted.

F. Withholding Additional Amounts: In addition to the amounts which the County may retain as provided hereinabove, the County may withhold a sufficient amount or amounts of any payment or payments otherwise due to Company as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Company or any subcontractor for labor or materials furnished in or about the performance of the work on the project under this Contract;



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2. For defective work not remedied;

3. For failure of Company to make proper payments to any of his subcontractors; and

4. Reasonable doubt that the contract can be completed for the balance then unpaid.

G. Disbursement of Withheld Amounts: County may apply such withheld amount or amounts to the payment of such claims, in its discretion. In so doing, County shall be deemed the agent of Company and any payment so made by County shall be considered as a payment made under this Contract by County to Company, and County shall not be liable to Company for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. County will render to Contractor a proper accounting of such funds disbursed on behalf of Company.

H. Liens and Stop Notices:

1. Should Stop Notices be filed with the County Board of Supervisors or County Auditor/Controller, the County shall withhold the amount required from payments until such claims shall have been resolved pursuant to law, (Civil Code Section 3179, et seq). The County will not be responsible for the filing of Stop Notice on behalf of any Claimant.

2. Upon filing a Stop Notice, the Claimants shall provide a certified copy of the copy of the Stop Notice to the County as prescribed in General Conditions Section 10.2, Notices. Failure to provide a copy to the County may impact the effectiveness of the ability of the County to withhold funds in a timely or effective manner.

At the election of the County, Company shall provide, within ten (10) days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Company and each of its subcontractors and materials suppliers, in the form established therefor by Section 3262 of the Civil Code of the State of California.

15.2 PROJECT COMPLETION

Substantial Completion: The Company shall, in writing, submit a request for an inspection for Substantial Completion of the Work when he feels that the Work is substantially complete and at least 30 days prior to the completion date established in the Notice to Proceed plus any extensions granted in approved Change Orders. The County shall determine the validity of the request and respond stating a time and date of the inspection, including for attendance by any consultants responsible for review of the Work and other parties as the County may desire in attendance. A Punch List of items to be completed and/or corrected shall be prepared by the Company and presented to the County with the request for inspection. The Company shall certify that the remaining items of work shall be completed within 30 days and that the



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remaining items of work do not in any way negatively impact the Company's full and complete use of the Work. Failure to include any items on the punch lists shall not alter the responsibility of the Company to complete all the Work in accordance with the Contract Documents.

Prior to the Substantial Completion Inspection and within sufficient time for review by the County and his consultants, the Company shall submit all record drawings, catalog data, complete operating and maintenance instructions, certificates, warranties, written guarantees and related documents as required by the Contract. The County and his consultants shall review the submittals, and if the request for the inspection is valid, conduct an inspection of the Work. The County shall review the Punch List, incorporating additional comments from the inspection for completion and/or correction by the Company for a Final Punch List.

Within 30 days of the request for inspection and upon completion of all of the Final Punch List items, the Company shall submit a "Contractor's Notice of Final Completion" in conformance with the Final Close Out Procedures within the Contract Documents. Failure by the Company to complete any items on the Final Punch List within 30 days of the request for Substantial Completion Inspection enables the County to require performance of same by the Company's Surety or otherwise arrange for completion of those items of work and to deduct all costs thereof, as well as any liquidated damages or actual damages incurred from the Final Payment by means of deductive Change Order.

The County, upon agreeing that the Work is complete after completion of all Final Punch List items, and upon receipt of the fully executed Affidavit of Final Payment and the required Maintenance Bond and in accordance with all other provisions for project close out described in 9.2B. Final Completion and Acceptance, shall issue a Certificate of Completion to the Company and present a recommendation for acceptance and filing of a Notice of Completion at the next regularly scheduled meeting of the Board of Supervisors.

15.3. FINAL COMPLETION AND ACCEPTANCE OF THE WORK: Final Completion and acceptance of the Work shall be made in accordance with the following steps and conditions:

1. Contractor's Notice of Final Completion: Contractor shall submit to County written notice that the Work is complete and ready for final inspection and acceptance.

2. Final Inspection: Upon receipt of "Contractor's Notice of Final Completion" the County shall promptly make final inspection.

3. Company Submittals: Company shall submit the following to the County before final inspection and after required corrections and/or repairs have been made:

A. Affidavit for Final Payment: After the completion of the work of this Contract, the Company shall file with the County his affidavit sworn to before a notary public stating that all workmen and persons employed, all firms supplying the materials and all subcontractors upon the project have been paid in full and that



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there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in connection with which notices to withhold have been filed under the statutes of the State of California. The filing of such affidavits by the Company shall be condition precedent to Company's receipt of the final payment on this Contract.

B. Guarantees: Company shall submit a guarantee in accordance with Division 00600 Guarantee for Total Work of these Contract Documents, and any additional Guarantees required by the technical provisions of the Contract Documents.

1. County's Final Certificate of Completion: Following completion of the above the County shall file a certificate, over the County signature, stating the Work has been given a final inspection and approval by him, that the above required documents have been submitted, and that the Work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof.

2. Notice of Completion and Acceptance: This notice shall be submitted by the County for approval by the Board of Supervisors stating the substantial completion date and defining the project and the parties of the project Agreement. The notice will then be submitted to the County Board of Supervisors for acceptance of the Work by the Board of Supervisors in regular session.

3. Resolution Authorizing Execution of Notice of Completion and Acceptance of Contract by County: Acceptance of the Work by County, and the recording of the "Resolution Authorizing Execution of Notice of Completion and Acceptance of Contract by County", provided the Work shall be then fully completed and the provisions of this Contract fully performed in all completed respects will be made only by action of the County Board of Supervisors in regular session.

4. Certificate of Final Payment: Thirty-five (35) days after the filing of the above described resolution, the County shall present a "Certificate of Payment" to the stating that the entire balance found to be due Company, and noted in said certificate, is due and payable.

5. Approval of Final Payment: Following receipt of said "Certificate of Final Payment" by the Office of the County Manager, said Auditor will issue final payment to be paid on account thereof to the Company.

16. PAYMENT OF WITHHELD FUNDS:

16.1 In accordance with the provisions of Section 22300 of the Public Contract Code, the Company will be permitted to substitute securities for any moneys withheld by the County to insure performance under the agreement. This section shall not apply to money withheld by the County in response to claims filed pursuant to Civil Code 3179, et. seq. or as liquidated



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damages.

17. INSPECTION AND PAYMENTS/DEFECTIVE WORK:

17.1 The fact that the work and materials have been inspected from time to time and payments on account have been made, does not relieve the Company from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Company and issuance of a Final Notice of Completion by the County.

18. COMPLIANCE WITH LAWS AND REGULATIONS:

18.1 Compliance with Laws and Regulations - Indemnity: Contractor shall keep himself fully informed of the ordinances and regulations of County, and of all Federal and State laws in any manner affecting the performance of this Contract or those engaged therein, and any and all orders and decrees of governmental bodies or officials having any authority or jurisdiction over the same. Company shall himself observe and comply with and shall cause all his agents, employees and subcontractors to observe and comply with all such ordinances, regulations, laws, orders, and decrees. Company shall save harmless and indemnify County and all its officers and employees against any liability or claim arising from or based upon the violation of any such ordinance, regulation, law, order, or decree, whether by himself, his agents, employees, or his subcontractors.

18.2 Federal and State Laws and Regulations: The scope of work on project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, without limitation, the following:

A. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.

B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.

C. Title 19 of the California Administrative Code entitled "Public Safety" 1, State Fire Marshall, Sub-Chapter 1, "General Fire and Panic Safety".

D. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Administrative Code bearing upon safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.

E. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest substantive rules and regulations of the State Fire Marshall, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State



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Laws or Regulations. Nothing in these plans and specifications is to be construed to permit work not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the Work of this Contract, but the substantive provisions do apply.

All of the above laws and regulations, though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

18.3 LAW; VENUE: This agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in County of Colusa and such County shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PATENT RIGHTS, COPYRIGHTS, TRADE NAMES AND ROYALTIES:

19.1 The Company shall indemnify and save harmless County of Colusa and all persons acting under it for all liability on account of any patent rights, copyrights or trade names which may affect the articles or materials or their application under the specifications. The Company shall pay all royalties or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment and shall hold the County harmless from any charges whatsoever which may arise and shall furnish written assurance satisfactory to the County that such charges have been paid.

20. QUALITY OF MATERIALS AND LABOR:

20.1 All materials used on this Agreement shall be new and the best market quality unless otherwise approved in writing by the County. All labor used on this Agreement shall be competent and skilled for the work. All work executed under this Agreement shall be done in the best, most thorough, substantial and worker like manner and in accordance with all applicable codes. All material and labor shall be subject to the approval of the County as to its quality and fitness and shall be immediately removed if it does not meet with approval. The County may refuse to issue any Notice of Completion until all defective materials or work have been removed and other material of proper quality substituted therefore.

21. USE OF OLD MATERIAL:

21.1 Old material removed from buildings in the execution of this Agreement may be used provided that it be put in first class condition and appearance and is fully equal to new. But no old material shall be so used until it has been specifically examined and approved in writing by the County.

22. STAKES AND BENCHMARKS:

22.1 All stakes, boundary lines, benchmarks or survey marks, etc., which have been or



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may be established in the building, or in any part of the site, shall be carefully preserved and respected by the Company.

23. LAYING OUT WORK:

23.1 All work pertaining to this Agreement shall be laid out on the premises by the Company who shall be held responsible for its correctness.

24. CARE OF EXISTING BUILDINGS, SITES, WORK AREAS, AND PUBLIC PROPERTY:

24.1 The Company shall take all actions and previsions necessary to prevent and preserve all existing structures and facilities. The Company shall be held responsible for the care and preservation of adjacent premises and coterminous property. Any parts of them injured, damaged, or disturbed because of its work, shall be repaired, replaced or cleaned by the Company at its expense to the original or better condition.

24.2 The Company and/or its subcontractors are solely responsible for the protection of existing equipment (desk, chairs, computers, etc.) in the area where work is being performed. Broken or damaged equipment, articles, etc. shall be recorded and notification given to the Project Manager. The Company and/or its subcontractors shall be solely responsible for the cost and/or replacement of any damaged or broken equipment, articles, etc.

24.3 Protection of the Public and Adjacent Public Property: All laws and ordinances for the protection of the public shall be complied with. The Company shall be responsible for any damage of any kind to adjacent property. The County may reject any means, methods, techniques, sequences or procedures proposed by the Company which might constitute or create a hazard to the Work or to persons or property, or which will not provide Work in accordance with the Contract Documents. However, neither the acceptance nor the failure to reject any means, techniques, sequences and procedures by the County shall relieve the Company of his responsibilities to safely and properly complete the Work.

24.4 Safety Precaution and Programs: The Company expressly undertakes, both directly and through his subcontractors, to take every precaution at all times for the protection of persons, including employees, and property. The Company shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

24.5 Emergency Safety Action: In an emergency affecting the safety of life or property, including adjoining property, Company, without special instructions or authorization from County, is authorized to act at Company's discretion to prevent such threatened loss or injury. Contractor shall also so act if instructed to do so by County.

24.6 Use of Streets and Sidewalks

A. Obstruction or Interference with Travel: Company shall not unnecessarily, in the judgment of County, obstruct or otherwise interfere with travel over any public streets, way or sidewalk, nor shall Company store, stockpile or place



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thereon any equipment, materials or supplies without first obtaining the authorization of County, and then only within such limits as County may designate.

B. Vacate for Public Use: Those parts of public streets, ways and sidewalks that are occupied by Company shall be immediately vacated by Company and returned to public use when Company's use thereof is no longer necessary for the prosecution of the Work.

25. MAINTENANCE OF EXISTING STRUCTURES AND CONDUITS:

25.1 The Company shall take all actions and precautions necessary to protect and preserve all existing structures and facilities. The removal and/or replacing of any existing structures, pipes, conduits, pavements, etc., necessary for the proper completion of any work herein specified shall be performed by the Company and no claim for extra work shall be made for such removal and replacement.

25.2 In case it shall be necessary to remove any telephone, telegraph or electric power transmission poles, water pipes, electrical conduits, or underground structures of any character or any portions thereof, the owner or owners or their agents or superintendents shall be notified by the Company and the Company shall make the necessary arrangements for such removal. The right is reserved to the County and to the gas, water, telephone, telegraph and electrical power transmission companies to enter upon the work for the purpose of making repairs and changes that have become necessary by reason of the work specified herein.

26. DECISIONS:

26.1 The Contract Administrator shall, in all cases, determine whether the amount and quality of the several kinds of work which are to be paid for under this Agreement are in accordance with this Agreement.

26.2 The County, through the Contract Administrator and/or Project Manager, shall have power to cause all or any part of the work to be pushed with greater diligence when delayed or stopped. Such power shall include requesting overtime work as necessary to make up for delayed work at the Company's expense.

27. INSPECTION OF WORK:

27.1 The Company shall provide sufficient safe and proper facilities at all times for the full inspection of the work by the representatives of the County, both at the building and at various shops where it may be going on.

27.2 All work shall be inspected and approved by the County Project Manager or other designated County's representative before it is covered up in such a manner as to prevent proper inspection. The Company shall give the County adequate notice to conduct inspections. Failure



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by the Company to provide adequate notice shall not constitute a cause for delay.

28. CONFERENCES:

28.1 At any time during the progress of the work, the Contract Administrator or Project Manager shall have authority to require the Company to attend a conference of any or all of the contractors engaged in the work; and any notice of such conference shall be duly observed and complied with by the Company.

28.2 Weekly conferences between the Company and the County shall be held to review the project status. This will also review the work projected to be completed before the next meeting. The conferences may be held at different intervals if requested by either the Company or the County and agreed to by both parties. The Company will take minutes of each meeting and distribute them as appropriate within five (5) days of the meeting.

29. SUBCONTRACTORS:

29.1 The Company shall be solely responsible for any and all of the work done by its subcontractors or other employees.

29.2 The Company shall be solely responsible to assure that the work performed by its subcontractors conforms to all applicable laws, rules, codes and regulations -with respect to design, installations, safety, etc. The Company shall be solely responsible for its subcontractors to minimize interference's and disruptions to the building owner and tenants, to perform their work in a worker-like manner, and to properly protect the surroundings from damage while they are working.

29.3 It shall be the Company's duty to see that all of its subcontractors commence their work properly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or materials; and that all damage caused by them or their workers is properly made good by them or by the Company at no cost to the County.

29.4 Contractor's License: A Contractor is required to be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code.

Pursuant to Section 3300, of the Public Contract Code, the classification of the bidder's Company's License shall be "C-20".
Failure of the Company to obtain adequate licensing for contract work shall constitute a failure to execute the contract and shall result in the forfeiture of the project Bond.

29.5
Payment of General Prevailing Rate: Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the work to be done. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as



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provided in Section 1771 of the Labor Code, shall be paid to all workmen employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing wage rate determination is on file with the Clerk of the County Council and is available for public inspection and is considered a part of this Specification.

29.6 Classification Not Covered by Prevailing Rate: Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information shall be referred for determination to the County Council or to any official designated by the County Council, whose decision on the question shall be conclusive on the parties to this contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

29.7 Overtime, Sundays, and Holidays: Not less than one and one-half (1-1/2) times the basic hourly rate plus applicable employer payments. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the project.

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30. VIOLATIONS OF PROVISIONS OF THE WORK/NOTICE TO DISCONTINUE:

30.1 Should the Company abandon the work called for under this Agreement, or assign its Agreement other than as specified herein, or if at any time the Contract Administrator shall be of the opinion that the said Company is unnecessarily and unreasonably delaying the work, or that the Company is willfully violating any of the conditions or provisions of this agreement, or is performing this work in bad faith, the Contract Administrator shall have the power to notify the Company to discontinue all work or any part thereof under its agreement. Thereupon the Company shall cease to continue said work or such part thereof as the Contract Administrator may designate, and the Contract Administrator shall thereupon have the power to place such and so many persons, and to obtain by agreement, purchase, or hire, such vehicles, equipment, implements, tools, material or materials by Agreement or otherwise, as said Contract Administrator may deem advisable, to work at and be used to complete the work herein described, or such part thereof as the Contract Administrator shall certify has not been completed, and to use such material as it may find upon the line of said work and to charge the expense of such labor and material, vehicles, equipment, implements and tools to the Company. The expense so charged shall be deducted and paid by the Contract Administrator out of such moneys as may be either due or may at any time thereafter become due to the Company under and by virtue of this Agreement or any part thereof.

30.2 In case such expense is less than the sum which would have been payable under this Agreement, if the same had been completed by the Company, the Company shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Company or its sureties shall pay the amount of such excess to the County.

31. PREVENTION OF ACCIDENTS:

31.1 The Company shall furnish and place proper guards for the prevention of accidents. It shall provide and maintain any other necessary construction required to secure safety of life or property. It shall maintain during all night hours sufficient lights to prevent accidents or damage to life or property.

32. INSPECTION OF MATERIALS BY THE COMPANY:

32.1 The Company shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Project Manager or Inspector(s).

33. STORAGE OF MATERIALS, TOOLS AND EQUIPMENT:

33.1 During the progress of the work, materials, tools and equipment shall be neatly stacked at such points as the Project Manager may direct and shall be properly cared for and protected from the weather. In the case where there are several contractors operating at one time, the Company must make arrangements to allow the joint use of storage space so that the progress of the work will be expedited, and other contractors/subcontractors not delayed or inconvenienced unnecessarily. Regardless of the storage space provided to the Company by the County, the Company shall be solely responsible for the safety and security of the materials,



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tools and equipment stored therein by the Company or its subcontractors. The Company may, at its option and expense, elect to provide vans or other means for the storage of its materials, tools, and equipment.

33.2 Contractor's Use of Site: Contractor shall confine all apparatus, material, and equipment required in the performance of this Contract to the limits indicated by law, ordinances, permits, or directions of Owner, and shall not unreasonably encumber the premises therewith. Material and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas for regular use of the public and employees of Owner.

34. SAMPLES:

34.1 When so required by the Project Manager, the Company shall submit for approval samples of the various materials, together with the finish thereon, as specified for and intended to be used in the work. All materials, and workmanship shall be equal in every respect to that of the samples so submitted and approved. These samples shall be sent to the office of the Project Manager or to the building site, as the Project Manager may direct. In all cases, carriage must be prepaid. These samples will be returned to the Company, if requested, carriage collect.

35. TESTS:

35.1 The Company shall furnish to the Project Manager, in triplicate, certified copies of all required factory and mill test reports. Any test required by the County and not otherwise provided for or specified, shall be made under the supervision of the Project Manager or his designee and at the Company's expense.

36. CUTTING AND FITTING:

36.1 The Company shall do all cutting, fitting and patching of its work that may be required to make its several parts come together properly and prepare it to join or be joined by the work of other contractors/subcontractors and the Company shall correct to the County's satisfaction. The Company shall not endanger any work by cutting. digging, or otherwise; and shall not cut or alter the work of any other contractor/subcontractor without the written consent of the Project Manager.

36.2 No beam, timber or support of any kind shall be cut without the consent of the Project Manager, and under no circumstances shall any principal brace, timber, truss, support or other structural member be cut or in any way structurally weakened.

37. CONNECTING WITH AND MATCHING EXISTING WORK:

37.1 Where the construction provided for herein or shown on the drawings is to join with or match existing work, it shall be finished exactly similar to the existing work so as to form a complete, unified and finished job.

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38. TOOLS, APPLIANCES, SCAFFOLDING, ETC.:

38.1 The Company shall furnish at its own cost and expense all tools, and appliances, materials, scaffolding, etc., necessary for the entire completion of the work and shall be responsible for their care and guarding of the same.

38.2 The Company shall erect and maintain, where necessary to the progress and completion of the work, all exterior and interior scaffolding, which scaffolding shall be erected in accordance with the safety rules of the State of California.

39. PROTECTION OF WORK:

39.1 The Company shall amply protect all work set in the building from any possible damage; and shall furnish all necessary building paper, tarps, rough boarding or other materials necessary to accomplish this result.

40. SUPERVISION AND CONSTRUCTION PROCEDURES:

40.1 Unless personally present on the premises where the work is to be done Company shall designate and keep a Superintendent on the Work at all times during its progress. The Superintendent shall not be changed except with the consent of the County, acting through the County unless the Superintendent proves to be unsatisfactory to the Company and ceases to be in his employ. The Superintendent shall represent the Company in his absence and all directions given to him shall be as binding as if given to the Company. Important decisions shall be confirmed in writing to the Company. If the Superintendent proves to be unsatisfactory to the County, he shall be replaced within ten (10) days after written notice from the County to the Company.

The Company shall supervise and direct the Work, using the best skill and attention. He shall be solely responsible for all construction, methods, techniques, sequences and procedures and for coordinating all portions of Work under the Contract.

41. RIGHT TO OCCUPY OR USE:

41.1 The County reserves the right to occupy or use any part or parts, or the entirety of the building and/or grounds when the Project Manager deems the same may be safe for use or occupancy. The exercising of this right shall in no way constitute an acceptance of such parts, or any part of the work, nor shall it in any way affect the dates and times when payments shall become due from the County, nor shall it in any way prejudice the County's rights in the Agreement or any bonds guaranteeing the same.

42. REMOVAL OF RUBBISH, CLEANING, ETC.:

42.1 From time to time, and as directed by the Project Manager, the Company shall clean the building, windows, premises, streets and adjacent property of accumulated rubbish, debris, unnecessary appliances, or any other unused rubbish or material which may constitute an obstruction to the progress or completion of the work, whether the same was caused by its work



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or the work of other crafts. At the completion of the work, and as one of the requisites thereof, the Company shall remove any and all tools, appliances, rubbish, packing or debris, etc., of any kind from the building, premises, sidewalks, streets or adjacent premises; it shall go over all of its work and put the same in perfect order and condition, and in strict accordance with the terms of this Agreement; and shall repair or replace all damaged, broken or stained parts of its work, whether so injured by its workers or by anybody else.

42.2 Cleaning Up: If a dispute arise between separate contractors as to their responsibility for cleaning up, or the Company fails to maintain the Work in a clean and safe manner in the opinion of the County, the County may clean up and charge the cost thereof to the Contractor.

43. COMMENCEMENT OF WORK:

43.1 The Company shall begin work within ten (10) days of the date of the County's Notice to Proceed.

44. SEQUENCE OF WORK:

44.1 Commencement of work shall begin with a job conference between the Company and the County representatives and any other administratively involved person for the purpose of compliance with the Agreement; also, for determination of an agreement to the work schedule and its progress so as to minimize misunderstandings, disruptions and delays.

45. CONSTRUCTION SCHEDULE:

45.1 The Company shall prepare and submit to the Project Manager for approval a master project schedule within 10 days after the date of the Notice to Proceed with the work. This schedule will identify the major work packages for each building and will indicate the time phase relationships to assure design, installation, completion, check-out, and acceptance by the required dates. The schedule will be used to coordinate Company activities with the staff of each building to minimize work disruptions. The Company shall modify the schedule as required to obtain Project Manager approval.

45.2 Schedule updates will be prepared monthly or more frequently as required by the status of the work in process. Changes, modifications, etc. which impact the then current schedule shall be immediately communicated to the Project Manager.

45.3 Work-arounds or adjustments to other scheduled activities to maintain the completion schedule shall be provided by the Company subject to approval by the Project Manager.

45.4 The Company shall keep the County and building tenants informed of upcoming work scheduled in their area. This coordination shall be enough in advance to develop work-arounds if a conflict is discovered.



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46. NOTIFICATION:

46.1 All correspondence from the Company shall be directed to the County in accordance with Section 16 of Energy Services and Design Installation Agreement. All communications to or from the subcontractors shall be directed through the Company.

46.2 The Company shall make notification forty-eight (48) hours prior to commencement of work.

46.3 The Company shall make notification forty-eight (48) hours prior to shut downs or requested inspections.

47. DRUG-FREE WORKPLACE:

47.1 It is the policy of the Company to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include the County's facilities and premises where the County's employees may visit in the execution of their job duties such as homes, schools, hospitals, etc.

48. EQUAL OPPORTUNITY:

48.1 During the performance of this Agreement, Company, for itself, its assignees and successors in interest, agrees as follows:

**Nondiscrimination:** Company, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases or equipment. Company shall not participate either directly or indirectly in discrimination prohibited by any law or regulation.

49. LABOR AND WAGES:

49.1 Unacceptable Employee of Contractor: Upon written notice to Company that any Superintendent, Foreman, Leadman, Workman, or other person is unacceptable to County, Company shall, if there is good and sufficient reason, immediately terminate the services of any such person on this project. Only competent and skilled workers shall be employed. If, in the opinion of the County, any worker is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be dismissed from the work and shall not again be employed on it, except with the County's written consent.

49.2 Restriction of Employees: No person under the age of 16 years, or currently serving sentence in a penal or correctional institution. Company shall at all times enforce strict discipline and good order among Company's employees and shall



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

not employ on the Project any unfit person or anyone not skilled in the task assigned.

Any person who may be in the employ of Contractor and whom County may deem incompetent or unfit shall be dismissed from the Work and shall not again be employed on it except by the express written consent of Company.

49.3 Legal Day's Work and Standard Work Week: Eight hours of labor shall constitute a legal day's work upon all work done under this Contract, and forty hours per week shall constitute a standard work week.

49.4 Classification of Labor: Claims and disputes pertaining to classification of labor employed on the Work under this Contract shall be decided by County whose decision shall be final and binding on parties hereto.

49.5 Penalties: Company shall comply with Articles 2 and 3 of Chapter 1, Part 7, Division 2 of the California Labor Code regulating wages and working hours on public works. In accordance with Articles 2 and 3, Contractor shall forfeit to Owner as a penalty $50.00:

A. For each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for any public work done under this Contract by him or by any subcontractor under him;

B. For each workman employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Article 3.

49.6

Company shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Department of Public Works and are available to Company upon request. Company shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work. Company shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Company shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise $50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Contract or by any subcontractor under this Contract. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Company.



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

49.7 Company shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Company and any subcontractors in connection with the execution of this Contract or any subcontract under this Contract. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Company shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.

49.8 Classification Not Covered by Prevailing Rate: Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information, shall be referred for determination to the Board of Supervisors or to any person designated by the Board of Supervisors whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the work performed by such laborer or mechanic has been classified and the minimum rate specified herein.

49.9 Claims for Additional Compensation: The specified wage rates are minimum only, and County will not consider any claims for additional compensation made by Company because of payment by Company of any wage rate in excess of the applicable rate contained in the Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the Contract Documents shall be adjusted by Company.

49.10. Underpayment of Wages: Company agrees that in case of underpayment of wages to any worker on the project under this Contract by Company or any subcontractor, County may withhold from Company out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and County may disburse such amount so withheld by it for and on account of Contractor to the employee to whom such amount is due. Company further agrees that any amount withheld pursuant to this paragraph shall be in addition to the percentages or amounts which may be retained by County pursuant to law or other provisions of this Contract.

49.11. Wage Rate for Craft Not Listed: In case County orders Company to perform extra or additional work which may make it necessary for Company or any subcontractor under this Contract to employ in the performance of such work any craft, classification or type of workman for which no prevailing wage rate is herein specified, County will include in the Change Order for such extra or additional work the prevailing wage rate for such craft, classification or type, and, insofar as such extra or additional work is concerned, there shall be



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

paid each workman engaged in the work in such craft, classification or type not less than the prevailing wage rate so included.

49.12. Employees on Payrolls: Company shall not carry on his payrolls any person not employed by him, nor shall he carry on his payrolls employees of a subcontractor. Subcontractor's employees must be carried only on the payrolls of the employing subcontractor.

49.13. Work After Regular Working Hours: Any work necessary to be performed after regular working hours or on Sundays or other legal holidays shall be performed without additional expense to County, unless County, by Change Order, shall have expressly directed Contractor to perform said work at said time.

49.14. Records of Hours Worked and Wages: Contractor shall maintain records of the hours and wages of his employees, and such records shall be open at all times for inspection by the County and/or the Division of Labor Statistics and Law Enforcement, in accordance with Section 1812 and 1776 of the California Labor Code.

49.15. Employment of Apprentices: Company agrees to comply with Labor Code sections 1777.5, 1777.6, and 3070, *et seq.*, each of which is incorporated by reference into this Contract. In summary, those statutory provisions require that contractors and subcontractors employ apprentices (as that term is defined in section 3077 of the Labor Code) in apprenticeable occupations in the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, but in no case shall the ratio be less than one hour worked by an apprentice for each five hours worked by a journeyman, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements shall be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Company.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

49.16. Travel and Subsistence Pay: Travel and subsistence payments shall be in accordance with Section 1773.8 of the Labor Code.

49.17 Labor Disputes: Whenever the Company has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work of the Contract, the Company shall immediately give notice thereof to the County. The Company shall then confirm the notice in writing within 24 hours of giving thereof and shall include all relevant information with respect thereto. No claims will be accepted, or costs incurred as a result of jurisdictional or labor practice disputes.

## 50. MISCELLANEOUS PROVISIONS



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

50.1 Anti-Trust Assignment: By entering into this contract or subcontract, Company, or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services or materials pursuant to this public works contract or sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Company, without further acknowledgment to the parties.

50.2 Notices: Any formal Notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner:

A. If the notice is given to County, it must be personal delivery thereof to the County or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the General Manager for the attention of signer of "Notice to Contractor to Proceed" at the return address indicated on that letterhead, with postage prepaid.

B. If the notice is given to Company, it must be by personal delivery thereof to Company, or to Company's superintendent at the site of the Work, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to his regular place of business, or at such other address as may have been established for the conduct of the Work, with postage prepaid; or

C. If the notice is given to the surety or any other person, it must be by personal delivery to such surety or depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to the party giving the notice, with postage prepaid.

50.3 Notice of Potential Claims

A. The Company shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the County, or the happening of any event, thing or occurrence, unless he shall have given the County due written Notice of Potential Claims as hereinafter specified, provided, however, that compliance with the Article shall not be a prerequisite as to matters within the scope of the notice provisions of article 8.1.B Work Not Completed in Time.

B. The written Notice of Potential Claim shall set forth the reasons for which the Company believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The Notice of Potential Claim must have been given to the County prior to the time that the Company shall have performed the work giving rise to the potential



Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

claim for additional compensation if based on an act or failure to act by the County, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

C. It is the intention of this article that differences between the parties arising under and by virtue of the contract be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Company hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed.

50.4 Non-Waiver: Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time nor any possession taken by County, shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract, be held to be a waiver of any other or subsequent breach. In addition, recordation of Notice of Completion shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

51. RESOLUTION OF CONSTRUCTION CLAIMS:

51.1 The State of California Public Contract Code makes certain provisions for resolving disputes on construction claims of $375,000 or less. Those provisions, contained in Public Contract Code, section 20104, et seq., and all amendments made thereto, is incorporated herein by reference as if fully set forth at this point. Written claims and responses are required by the Public Contract Code, and lead, via intermediate steps, to resolution of the claim, ultimately by judicial arbitration.

52. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for withholding and payment of all taxes, contributions and other legally required withholdings due to the State of California or the Federal Government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.



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**53. INDEPENDENT CONTRACTOR CLAUSE.** It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

*SCHEDULE G* *Payment Schedule*

The Company will be reimbursed on a progress payment basis. A Schedule of Values will be provided each month that shows the projected billing schedule. This schedule will be updated monthly and submitted with each month's invoices.

Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Commercial Lines - (628) 201-9001 | PHONE (A/C, No, Ext): | FAX (A/C, No): 610-537-2393 |
| USI Insurance Services LLC - CA Lic# 0D08408 | E-MAIL ADDRESS: | CertRequests@usi com |
| 201 Mission St, 11th Floor | | |
| San Francisco, CA 94105 | | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Aircon Energy, Inc | INSURER A : Travelers Indemnity Co of Connecticut | 25682 |
| 830 West Stadium Lane | INSURER B : Travelers Property Casualty Co of America | 25674 |
| | INSURER C : Cypress Insurance Company | 10855 |
| Sacramento, CA 95834 | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 14655025 **REVISION NUMBER:** See below

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | DT22CO2P709888TCT19 | 11/1/2019 | 11/1/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 2,000,000<br>300,000<br>15,000<br>2,000,000<br>4,000,000<br>4,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | BA2P7112451926G | 11/1/2019 | 11/1/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | CUP2P7137481926 | 11/1/2019 | 11/1/2020 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 4,000,000<br>4,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | AIWC032058 | 11/1/2019 | 11/1/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

**CERTIFICATE HOLDER**

Evidence of Coverage
Aircon Energy, Inc.
830 West Stadium Lane
Sacramento, CA 95834

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: C20-057 Aircon Energy, Inc (6454 : 3rd Mod to AirCon Energy Contract)

**COUNTY OF COLUSA, CA** **4.1**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Human Resources**

**FROM:** **Jolene Church**

**SUBJECT:** **Adopt Revised Job Class Table as Required by CalPERS**

Adoption of revised Job Class Table reflecting all classification range changes for the period of October 1, 2020 through January 1, 2021 with an effective date of January 1, 2021.

## 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 all classification range changes, effective January 1, 2021, for the period of October 1, 2020 through January 1, 2021 as follows:

- Effective November 1, 2020 salary range change for the Director of Community Development from DH Range 42 to DH Range 44
- Effective January 1, 2021 increase hourly rate for the classifications of Extra Help and Agricultural Aide (Extra Help) from $13.00 per hour to $14.00

## Prior Board Action

On October 27, 2020 the Board approved a revised job description and salary range change for the Director of Community Development effective November 1, 2020, due to the added land use planning responsibilities of the Airport Operation.

On January 5, 2021 the Board approved an hourly rate increase for the classifications of Extra Help and Agricultural Aide (Extra Help) to comply with the State minimum wage increase, effective January 1, 2021.

## Fiscal Impact/Funding Source

There are no new costs associated with adopting the Job Class Table.

## Action for the Clerk

None.

**ATTACHMENTS:**

- 1.21 JobClass w-RangeStep (XLSX)

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 3/16/21

| 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 Monthl Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ACCOUNT CLERK I | MSC08 | 2,322 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,813 | 162.5 |
| ACCOUNT CLERK II | MSC12 | 2,561 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,212 | 162.5 |
| ACCOUNT CLERK III | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| ACCOUNT CLERK SUPERVISOR | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| ACCOUNTANT I | PF 26 | 3,663 | 3,849 | 4,046 | 4,251 | 4,468 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 6,014 | 162.5 |
| ACCOUNTANT II | PF 30 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,640 | 162.5 |
| ACCOUNTANT/AUDITOR I | PF 28 | 3,849 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,319 | 162.5 |
| ACCOUNTANT/AUDITOR II | PF 32 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,977 | 162.5 |
| ACCOUNTANT/AUDITOR III | PF 36 | 4,695 | 4,933 | 5,184 | 5,447 | 5,724 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,703 | 162.5 |
| ACCOUNTING TECHNICIAN | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| ADMIN SECRETARY I | MSC19 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 5,010 | 162.5 |
| ADMIN SECRETARY II | MSC23 | 3,368 | 3,539 | 3,719 | 3,908 | 4,108 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,533 | 162.5 |
| AG BIO STND OFF I | PF 25 | 3,574 | 3,755 | 3,947 | 4,147 | 4,358 | 4,580 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,867 | 162.5 |
| AG BIO STND OFF II | PF 29 | 3,947 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,477 | 162.5 |
| AG BIO STND OFF III | PF 33 | 4,358 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 7,152 | 162.5 |
| AGRICULTURAL AIDE | FLAT | 14.00/hour | | | | | | | | | | | | | | | 162.5 |
| AGRICULTURAL COMMISSIONER | DH 37 | 8,489 | 8,921 | 9,373 | 9,848 | 10,346 | 10,871 | 11,143 | 11,422 | 11,708 | 12,001 | 12,301 | 12,608 | 12,924 | 13,247 | 13,918 | 162.5 |
| AIR POL STANDARDS OFF I | PF 21 | 3,236 | 3,401 | 3,574 | 3,755 | 3,947 | 4,147 | 4,251 | 4,358 | 4,468 | 4,580 | 4,695 | 4,812 | 4,933 | 5,057 | 5,314 | 162.5 |
| AIR POL STANDARDS OFF II | PF 25 | 3,574 | 3,755 | 3,947 | 4,147 | 4,358 | 4,580 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,867 | 162.5 |
| AIR POL STANDARDS OFF III | PF 29 | 3,947 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,477 | 162.5 |
| ANIMAL CONTROL OFFICER | DSA13 | 2,885 | 3,032 | 3,186 | 3,348 | 3,519 | 3,699 | 3,791 | 3,887 | 3,984 | 4,084 | 4,186 | 4,291 | 4,399 | 4,510 | 4,739 | 173.3 |
| APPRAISAL AIDE | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| APPRAISER I | PF 23 | 3,401 | 3,574 | 3,755 | 3,947 | 4,147 | 4,358 | 4,468 | 4,580 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,583 | 162.5 |
| APPRAISER II | PF 27 | 3,755 | 3,947 | 4,147 | 4,358 | 4,580 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,165 | 162.5 |
| APPRAISER III | PF 31 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,807 | 162.5 |
| ASSESSMENT TECHNICIAN I | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| ASSESSMENT TECHNICIAN II | MSC20 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,136 | 162.5 |
| ASSISTANT ASSESSOR | MGT24 | 6,179 | 6,492 | 6,822 | 7,168 | 7,532 | 7,914 | 8,112 | 8,316 | 8,525 | 8,738 | 8,958 | 9,182 | 9,412 | 9,647 | 10,135 | 162.5 |
| ASSISTANT ENGINEER | PF 37 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,896 | 173.3 |
| ASSISTANT PLANNER | PF 33 | 4,358 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 7,152 | 162.5 |
| ASSISTANT SHERIFF | MGS20 | 8,453 | 8,881 | 9,331 | 9,803 | 10,299 | 10,820 | 11,090 | 11,368 | 11,652 | 11,944 | 12,243 | 12,549 | 12,863 | 13,185 | 13,853 | 173.3 |
| ASSOCIATE CIVIL ENGINEER | PF 48 | 6,319 | 6,640 | 6,977 | 7,331 | 7,703 | 8,094 | 8,296 | 8,503 | 8,716 | 8,934 | 9,158 | 9,387 | 9,622 | 9,863 | 10,363 | 173.3 |
| ASSOCIATE PLANNER | PF 36 | 4,695 | 4,933 | 5,184 | 5,447 | 5,724 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,703 | 162.5 |
| ASSOCIATE SURVEYOR | MSC30 | 4,007 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,578 | 173.3 |
| ASST AG COMM/SEALER W & M | MGT27 | 6,654 | 6,993 | 7,348 | 7,721 | 8,112 | 8,525 | 8,738 | 8,958 | 9,182 | 9,412 | 9,647 | 9,888 | 10,135 | 10,388 | 10,914 | 162.5 |
| ASST AUDITOR/CONTROLLER | MGT28 | 6,822 | 7,168 | 7,532 | 7,914 | 8,316 | 8,738 | 8,958 | 9,182 | 9,412 | 9,647 | 9,888 | 10,135 | 10,388 | 10,648 | 11,188 | 162.5 |
| ASST CHIEF PROBATION OFF | MGS16 | 7,655 | 8,044 | 8,453 | 8,881 | 9,331 | 9,803 | 10,048 | 10,299 | 10,556 | 10,820 | 11,090 | 11,368 | 11,652 | 11,944 | 12,549 | 162.5 |
| ASST CLERK/RECORDER | MGT20 | 5,595 | 5,879 | 6,179 | 6,492 | 6,822 | 7,168 | 7,348 | 7,532 | 7,721 | 7,914 | 8,112 | 8,316 | 8,525 | 8,738 | 9,182 | 162.5 |
| ASST DIR PUB WRK/ROAD COM | MGT38 | 8,738 | 9,182 | 9,647 | 10,135 | 10,648 | 11,188 | 11,468 | 11,755 | 12,049 | 12,350 | 12,659 | 12,975 | 13,299 | 13,631 | 14,321 | 173.3 |
| ASST DIRECTOR PUBLIC WRKS | MGT32 | 7,532 | 7,914 | 8,316 | 8,738 | 9,182 | 9,647 | 9,888 | 10,135 | 10,388 | 10,648 | 10,914 | 11,188 | 11,468 | 11,755 | 12,350 | 173.3 |
| ASST TREAS-TAX COLLECTOR | MGT15 | 4,940 | 5,191 | 5,457 | 5,735 | 6,027 | 6,333 | 6,492 | 6,654 | 6,822 | 6,993 | 7,168 | 7,348 | 7,532 | 7,721 | 8,112 | 162.50 |

Attachment: 1.21 JobClass w-RangeStep (6403 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 3/16/21

| 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 Monthl Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ASST VETERANS SERV OFF | MSC19 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 5,010 | 162.5 |
| AUDITOR/APPRAISER II | PF 32 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,977 | 162.5 |
| AUDITOR/APPRAISER I | PF 28 | 3,849 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,319 | 162.5 |
| BILING PUBLIC HEALTH ASST | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| BILINGUAL ACCT CLERK I | MSC08 | 2,322 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,813 | 162.5 |
| BILINGUAL ACCT CLERK II | MSC12 | 2,561 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,212 | 162.5 |
| BILINGUAL ACCT CLERK III | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| BILINGUAL LEGAL SECRETARY | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| BILINGUAL OFFICE ASST I | MSC02 | 2,003 | 2,105 | 2,211 | 2,322 | 2,439 | 2,561 | 2,626 | 2,692 | 2,760 | 2,829 | 2,900 | 2,973 | 3,048 | 3,125 | 3,284 | 162.5 |
| BILINGUAL OFFICE ASST II | MSC06 | 2,211 | 2,322 | 2,439 | 2,561 | 2,692 | 2,829 | 2,900 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,628 | 162.5 |
| BILINGUAL OFFICE ASST III | MSC10 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 4,007 | 162.5 |
| BILINGUAL VOC ASSISTANT | MSC08 | 2,322 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,813 | 162.5 |
| BILNG VIC WIT PRG COR/AD | PF 34 | 4,468 | 4,695 | 4,933 | 5,184 | 5,447 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,331 | 162.5 |
| BLDG & GRD MAINT LEADWRKR | MSC25 | 3,539 | 3,719 | 3,908 | 4,108 | 4,317 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,813 | 162.5 |
| BLDG & GRD MAINT SERV SUP | MGT10 | 4,366 | 4,586 | 4,819 | 5,064 | 5,322 | 5,595 | 5,735 | 5,879 | 6,027 | 6,179 | 6,333 | 6,492 | 6,654 | 6,822 | 7,168 | 162.5 |
| BLDG & GRD MAINT WORKER I | MSC17 | 2,900 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,768 | 162.5 |
| BLDG & GRD MAINT WORKR II | MSC21 | 3,204 | 3,368 | 3,539 | 3,719 | 3,908 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,265 | 162.5 |
| BOOKING CLERK | DSA15 | 3,032 | 3,186 | 3,348 | 3,519 | 3,699 | 3,887 | 3,984 | 4,084 | 4,186 | 4,291 | 4,399 | 4,510 | 4,623 | 4,739 | 4,979 | 173.3 |
| BUILDING INSPECTOR | MSC30 | 4,007 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,578 | 162.5 |
| CAO-BUDGET MGMT ANALYST | MGT18 | 5,322 | 5,595 | 5,879 | 6,179 | 6,492 | 6,822 | 6,993 | 7,168 | 7,348 | 7,532 | 7,721 | 7,914 | 8,112 | 8,316 | 8,738 | 162.5 |
| CASE MANAGER | MSC24 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,671 | 162.5 |
| CHIEF ANIMAL CONT OFFICER | DSA17 | 3,186 | 3,348 | 3,519 | 3,699 | 3,887 | 4,084 | 4,186 | 4,291 | 4,399 | 4,510 | 4,623 | 4,739 | 4,857 | 4,979 | 5,232 | 173.3 |
| CHIEF APPRAISER | MGT16 | 5,064 | 5,322 | 5,595 | 5,879 | 6,179 | 6,492 | 6,654 | 6,822 | 6,993 | 7,168 | 7,348 | 7,532 | 7,721 | 7,914 | 8,316 | 162.5 |
| CHIEF DEP CLK-BRD OF SUPS | CNF32 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,911 | 162.5 |
| CHIEF DEP CO CLRK-REC-REG | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| CHIEF DEPUTY DA | MGT35 | 8,112 | 8,525 | 8,958 | 9,412 | 9,888 | 10,388 | 10,648 | 10,914 | 11,188 | 11,468 | 11,755 | 12,049 | 12,350 | 12,659 | 13,299 | 162.5 |
| CHIEF DPTY PROBATION OFFR | MGS06 | 5,987 | 6,287 | 6,602 | 6,933 | 7,285 | 7,655 | 7,847 | 8,044 | 8,246 | 8,453 | 8,664 | 8,881 | 9,103 | 9,331 | 9,803 | 162.5 |
| CHIEF PROBATION OFFICER | DH 51 | 9,294 | 9,759 | 10,248 | 10,762 | 11,301 | 11,867 | 12,164 | 12,469 | 12,781 | 13,101 | 13,429 | 13,765 | 14,110 | 14,463 | 15,187 | 162.5 |
| CHILD SUPPORT SERV DIR | DH 38 | 8,703 | 9,144 | 9,607 | 10,094 | 10,606 | 11,143 | 11,422 | 11,708 | 12,001 | 12,301 | 12,608 | 12,924 | 13,247 | 13,578 | 14,266 | 162.5 |
| CHILD SUPPORT SUPERVISOR | MSC32 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,911 | 162.5 |
| CHILD SUPT ASSISTANT I | MSC10 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 4,007 | 162.5 |
| CHILD SUPT ASSISTANT II | MSC14 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,426 | 162.5 |
| CHILD SUPT SPECIALIST I | MSC19 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 5,010 | 162.5 |
| CHILD SUPT SPECIALIST II | MSC23 | 3,368 | 3,539 | 3,719 | 3,908 | 4,108 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,533 | 162.5 |
| CHILD SUPT SPECIALIST III | MSC27 | 3,719 | 3,908 | 4,108 | 4,317 | 4,537 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 6,108 | 162.5 |
| CLERICAL/EXTRA HELP | FLAT | 14.00/hour | | | | | | | | | | | | | | | 162.5 |
| CLINICAL PROGRAM MGR | MGT19 | 5,457 | 5,735 | 6,027 | 6,333 | 6,654 | 6,993 | 7,168 | 7,348 | 7,532 | 7,721 | 7,914 | 8,112 | 8,316 | 8,525 | 8,958 | 162.5 |
| CODE COMPLIANCE OFFICER | PF 33 | 4,358 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 7,152 | 162.5 |
| CONFIDENTIAL LEGAL SECY | CNF18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| CONFIDENTIAL SR LEGAL SEC | CNF22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| CONSUMER/FAMILY MEMB SERV | MSC23 | 3,368 | 3,539 | 3,719 | 3,908 | 4,108 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,533 | 162.50 |

Attachment: 1.21 JobClass w-RangeStep (6403 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 3/16/21

| 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 Monthl Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CONSUMER/FAMILY SUPT COOR | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| CORRECTIONAL CORPORAL | DSS20 | 4,335 | 4,555 | 4,786 | 5,029 | 5,286 | 5,555 | 5,695 | 5,837 | 5,984 | 6,134 | 6,287 | 6,445 | 6,607 | 6,772 | 7,117 | 173.3 |
| CORRECTIONAL OFFICER | DSS17 | 4,024 | 4,229 | 4,443 | 4,669 | 4,906 | 5,156 | 5,286 | 5,419 | 5,555 | 5,695 | 5,837 | 5,984 | 6,134 | 6,287 | 6,607 | 173.3 |
| COUNSELOR I | MSC24 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,671 | 162.5 |
| COUNSELOR II | MSC28 | 3,813 | 4,007 | 4,212 | 4,426 | 4,651 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,261 | 162.5 |
| COUNSELOR III | PF 31 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,807 | 162.5 |
| COUNSELOR IV | PF 35 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,515 | 162.5 |
| COUNTY ADMIN OFFICER | UDH53 | 12,610 | 13,248 | 13,918 | 14,623 | 15,364 | 16,142 | 16,545 | 16,960 | 17,384 | 17,818 | 18,263 | 18,720 | 19,189 | 19,668 | 20,665 | 162.5 |
| COUNTY COUNSEL | UDH55 | 13,248 | 13,918 | 14,623 | 15,364 | 16,142 | 16,960 | 17,384 | 17,818 | 18,263 | 18,720 | 19,189 | 19,668 | 20,160 | 20,665 | 21,711 | 162.5 |
| COUNTY LIBRARIAN | DH 32 | 7,503 | 7,883 | 8,282 | 8,703 | 9,144 | 9,607 | 9,848 | 10,094 | 10,346 | 10,606 | 10,871 | 11,143 | 11,422 | 11,708 | 12,301 | 162.5 |
| COUNTY VETERANS SERV OFF | MGT10 | 4,366 | 4,586 | 4,819 | 5,064 | 5,322 | 5,595 | 5,735 | 5,879 | 6,027 | 6,179 | 6,333 | 6,492 | 6,654 | 6,822 | 7,168 | 162.5 |
| CRISIS REPONSE PHN/RN | PF 54 | 8,156 | 8,564 | 8,993 | 9,443 | 9,916 | 10,412 | 10,673 | 10,940 | 11,214 | 11,495 | 11,783 | 12,078 | 12,380 | 12,690 | 13,325 | 162.5 |
| CRISIS RESPONSE LVN | PFA40 | 5,154 | 5,416 | 5,691 | 5,981 | 6,284 | 6,603 | 6,769 | 6,940 | 7,114 | 7,292 | 7,474 | 7,661 | 7,853 | 8,049 | 8,457 | 162.5 |
| CUSTODIAN | MSC06 | 2,211 | 2,322 | 2,439 | 2,561 | 2,692 | 2,829 | 2,900 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,628 | 162.5 |
| DA CHIEF INVESTIGATOR | MGS08 | 6,287 | 6,602 | 6,933 | 7,285 | 7,655 | 8,044 | 8,246 | 8,453 | 8,664 | 8,881 | 9,103 | 9,331 | 9,564 | 9,803 | 10,299 | 173.3 |
| DA ENFORCEMENT OFFICER | DSA22 | 3,607 | 3,791 | 3,984 | 4,186 | 4,399 | 4,623 | 4,739 | 4,857 | 4,979 | 5,104 | 5,232 | 5,363 | 5,497 | 5,634 | 5,921 | 173.3 |
| DA INVESTIGATOR | DSS27 | 5,156 | 5,419 | 5,695 | 5,984 | 6,287 | 6,607 | 6,772 | 6,943 | 7,117 | 7,295 | 7,477 | 7,665 | 7,857 | 8,053 | 8,463 | 173.3 |
| DEP CLERK-BOARD OF SUP I | CNF18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| DEP CLERK-BOARD OF SUP II | CNF22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| DEPARTMENT SECRETARY | MSC15 | 2,760 | 2,900 | 3,048 | 3,204 | 3,368 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,537 | 162.5 |
| DEPT INF SYSTEMS COORD | PF 43 | 5,583 | 5,867 | 6,165 | 6,477 | 6,807 | 7,152 | 7,331 | 7,515 | 7,703 | 7,896 | 8,094 | 8,296 | 8,503 | 8,716 | 9,158 | 162.5 |
| DEPUTY AIR POLL CNTRL OFF | MGT13 | 4,701 | 4,940 | 5,191 | 5,457 | 5,735 | 6,027 | 6,179 | 6,333 | 6,492 | 6,654 | 6,822 | 6,993 | 7,168 | 7,348 | 7,721 | 162.5 |
| DEPUTY CLERK REC REGSTR I | MSC14 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,426 | 162.5 |
| DEPUTY CLERK REC RGSTR II | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| DEPUTY COUNTY COUNSEL | MGT24 | 6,179 | 6,492 | 6,822 | 7,168 | 7,532 | 7,914 | 8,112 | 8,316 | 8,525 | 8,738 | 8,958 | 9,182 | 9,412 | 9,647 | 10,135 | 162.5 |
| DEPUTY DIRECTOR CLINICAL | MGT32 | 7,532 | 7,914 | 8,316 | 8,738 | 9,182 | 9,647 | 9,888 | 10,135 | 10,388 | 10,648 | 10,914 | 11,188 | 11,468 | 11,755 | 12,350 | 162.5 |
| DEPUTY DIR-SOCIAL SERVICE | MGT32 | 7,532 | 7,914 | 8,316 | 8,738 | 9,182 | 9,647 | 9,888 | 10,135 | 10,388 | 10,648 | 10,914 | 11,188 | 11,468 | 11,755 | 12,350 | 162.5 |
| DEPUTY DIST ATTORNEY I | PF 44 | 5,724 | 6,014 | 6,319 | 6,640 | 6,977 | 7,331 | 7,515 | 7,703 | 7,896 | 8,094 | 8,296 | 8,503 | 8,716 | 8,934 | 9,387 | 162.5 |
| DEPUTY DIST ATTORNEY II | PF 48 | 6,319 | 6,640 | 6,977 | 7,331 | 7,703 | 8,094 | 8,296 | 8,503 | 8,716 | 8,934 | 9,158 | 9,387 | 9,622 | 9,863 | 10,363 | 162.5 |
| DEPUTY DIST ATTORNEY III | PF 52 | 6,977 | 7,331 | 7,703 | 8,094 | 8,503 | 8,934 | 9,158 | 9,387 | 9,622 | 9,863 | 10,110 | 10,363 | 10,622 | 10,888 | 11,435 | 162.5 |
| DEPUTY PROBATION OFFCR I | DSS15 | 3,829 | 4,024 | 4,229 | 4,443 | 4,669 | 4,906 | 5,029 | 5,156 | 5,286 | 5,419 | 5,555 | 5,695 | 5,837 | 5,984 | 6,287 | 162.5 |
| DEPUTY PROBATION OFFCR II | DSS19 | 4,229 | 4,443 | 4,669 | 4,906 | 5,156 | 5,419 | 5,555 | 5,695 | 5,837 | 5,984 | 6,134 | 6,287 | 6,445 | 6,607 | 6,943 | 162.5 |
| DEPUTY SHERIFF | DSS24 | 4,786 | 5,029 | 5,286 | 5,555 | 5,837 | 6,134 | 6,287 | 6,445 | 6,607 | 6,772 | 6,943 | 7,117 | 7,295 | 7,477 | 7,857 | 173.3 |
| DEPUTY SHERIFF TRAINEE | FLAT | 2,459/month | | | | | | | | | | | | | | | 173.3 |
| DHHS BUDGET ANALYST | PF 35 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,515 | 162.5 |
| DHHS OFFICE MANAGER | MGT10 | 4,366 | 4,586 | 4,819 | 5,064 | 5,322 | 5,595 | 5,735 | 5,879 | 6,027 | 6,179 | 6,333 | 6,492 | 6,654 | 6,822 | 7,168 | 162.5 |
| DIR HEALTH & HUMAN SERV | DH 45 | 10,346 | 10,871 | 11,422 | 12,001 | 12,608 | 13,247 | 13,578 | 13,918 | 14,266 | 14,624 | 14,990 | 15,365 | 15,750 | 16,143 | 16,963 | 162.5 |
| DIR OF INFORMATION TECH | MGT29 | 6,993 | 7,348 | 7,721 | 8,112 | 8,525 | 8,958 | 9,182 | 9,412 | 9,647 | 9,888 | 10,135 | 10,388 | 10,648 | 10,914 | 11,468 | 162.5 |
| DIR OF PUB WORKS-LIC ENG | DH 45 | 10,346 | 10,871 | 11,422 | 12,001 | 12,608 | 13,247 | 13,578 | 13,918 | 14,266 | 14,624 | 14,990 | 15,365 | 15,750 | 16,143 | 16,963 | 173.3 |
| DIR OF PUB WORKS-UNLICENS | DH 41 | 9,373 | 9,848 | 10,346 | 10,871 | 11,422 | 12,001 | 12,301 | 12,608 | 12,924 | 13,247 | 13,578 | 13,918 | 14,266 | 14,624 | 15,365 | 173.3 |
| DIRECTOR BEHAVIORAL HLTH | DH 42 | 9,607 | 10,094 | 10,606 | 11,143 | 11,708 | 12,301 | 12,608 | 12,924 | 13,247 | 13,578 | 13,918 | 14,266 | 14,624 | 14,990 | 15,750 | 162.50 |

Attachment: 1.21 JobClass w-RangeStep (6403 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 3/16/21

| 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 Monthl Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DIRECTOR OF COMMUNITY DEV | DH 44 | 10,094 | 10,606 | 11,143 | 11,708 | 12,301 | 12,924 | 13,247 | 13,578 | 13,918 | 14,266 | 14,624 | 14,990 | 15,365 | 15,750 | 16,548 | 162.5 |
| DIRECTOR OF NURSING | MGT29 | 6,993 | 7,348 | 7,721 | 8,112 | 8,525 | 8,958 | 9,182 | 9,412 | 9,647 | 9,888 | 10,135 | 10,388 | 10,648 | 10,914 | 11,468 | 162.5 |
| DISPATCHER | DSA22 | 3,607 | 3,791 | 3,984 | 4,186 | 4,399 | 4,623 | 4,739 | 4,857 | 4,979 | 5,104 | 5,232 | 5,363 | 5,497 | 5,634 | 5,921 | 173.3 |
| DISPATCHER SUPERVISOR | DSA28 | 4,186 | 4,399 | 4,623 | 4,857 | 5,104 | 5,363 | 5,497 | 5,634 | 5,776 | 5,921 | 6,069 | 6,221 | 6,378 | 6,538 | 6,871 | 173.3 |
| DISPATCHER TRAINEE | DSA18 | 3,266 | 3,433 | 3,607 | 3,791 | 3,984 | 4,186 | 4,291 | 4,399 | 4,510 | 4,623 | 4,739 | 4,857 | 4,979 | 5,104 | 5,363 | 173.3 |
| DPTY DIR CHILD SUPPORT | MGT21 | 5,735 | 6,027 | 6,333 | 6,654 | 6,993 | 7,348 | 7,532 | 7,721 | 7,914 | 8,112 | 8,316 | 8,525 | 8,738 | 8,958 | 9,412 | 162.5 |
| ELEC HLTH REC COORDINATOR | MSC27 | 3,719 | 3,908 | 4,108 | 4,317 | 4,537 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 6,108 | 162.5 |
| ELECTRNC HLTH RECORDS MGR | MGT12 | 4,586 | 4,819 | 5,064 | 5,322 | 5,595 | 5,879 | 6,027 | 6,179 | 6,333 | 6,492 | 6,654 | 6,822 | 6,993 | 7,168 | 7,532 | 162.5 |
| ELIGIBILITY SPECIALIST I | MSC13 | 2,626 | 2,760 | 2,900 | 3,048 | 3,204 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,317 | 162.5 |
| ELIGIBILITY SPECIALIST II | MSC17 | 2,900 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,768 | 162.5 |
| ELIGIBILITY SPECIALST III | MSC21 | 3,204 | 3,368 | 3,539 | 3,719 | 3,908 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,265 | 162.5 |
| ELIGIBILITY SUPERVISOR | MSC24 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,671 | 162.5 |
| EMERGENCY SERVICES TECH | DSA22 | 3,607 | 3,791 | 3,984 | 4,186 | 4,399 | 4,623 | 4,739 | 4,857 | 4,979 | 5,104 | 5,232 | 5,363 | 5,497 | 5,634 | 5,921 | 173.3 |
| EMP & TRAIN SPECIALIST I | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| EMP & TRAIN SPECIALIST II | MSC20 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,136 | 162.5 |
| EMP & TRAIN SPECIALST III | MSC24 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,671 | 162.5 |
| ENGINEER TECH TRAINEE | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 173.3 |
| ENGINEER TECHNICIAN I | MSC26 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,958 | 173.3 |
| ENGINEER TECHNICIAN II | MSC30 | 4,007 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,578 | 173.3 |
| ENGINEER TECHNICIAN III | MSC34 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,742 | 6,911 | 7,261 | 173.3 |
| ENV HEALTH AIDE | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| ENV HEALTH MANAGER | MGT27 | 6,654 | 6,993 | 7,348 | 7,721 | 8,112 | 8,525 | 8,738 | 8,958 | 9,182 | 9,412 | 9,647 | 9,888 | 10,135 | 10,388 | 10,914 | 162.5 |
| ENV HLTH SPECIALIST I | PF 28 | 3,849 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,319 | 162.5 |
| ENV HLTH SPECIALIST II | PF 32 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,977 | 162.5 |
| ENV HLTH SPECIALIST III | PF 38 | 4,933 | 5,184 | 5,447 | 5,724 | 6,014 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,703 | 8,094 | 162.5 |
| EQUIP MAINT SUPERVISOR | MSC35 | 4,537 | 4,768 | 5,010 | 5,265 | 5,533 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,742 | 6,911 | 7,084 | 7,443 | 173.3 |
| EQUIP MECHANIC | MSC25 | 3,539 | 3,719 | 3,908 | 4,108 | 4,317 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,813 | 173.3 |
| EXTRA HELP | FLAT | 14.00/hour | | | | | | | | | | | | | | | 162.5 |
| FIELD RESEARCH ASSOCIAT | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| FINANCIAL ELIG COORD | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| FISCAL ADMIN OFFICER | MGT16 | 5,064 | 5,322 | 5,595 | 5,879 | 6,179 | 6,492 | 6,654 | 6,822 | 6,993 | 7,168 | 7,348 | 7,532 | 7,721 | 7,914 | 8,316 | 162.5 |
| FISCAL PROGRAM ANALYST | MSC31 | 4,108 | 4,317 | 4,537 | 4,768 | 5,010 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,742 | 162.5 |
| HEALTH EDUCATOR | PF 30 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,640 | 162.5 |
| HEALTH PRG SPECIALIST I | PF 26 | 3,663 | 3,849 | 4,046 | 4,251 | 4,468 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 6,014 | 162.5 |
| HEALTH PRG SPECIALIST II | PF 30 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,640 | 162.5 |
| HEALTH PRG SPECIALIST III | PF 34 | 4,468 | 4,695 | 4,933 | 5,184 | 5,447 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,331 | 162.5 |
| HEALTH PRG SPECIALIST SUP | PF 40 | 5,184 | 5,447 | 5,724 | 6,014 | 6,319 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,703 | 7,896 | 8,094 | 8,503 | 162.5 |
| HEAVY EQUIP MECHANIC | MSC29 | 3,908 | 4,108 | 4,317 | 4,537 | 4,768 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,418 | 173.3 |
| HUMAN RESOURCE ANALYST | CNF35 | 4,537 | 4,768 | 5,010 | 5,265 | 5,533 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,742 | 6,911 | 7,084 | 7,443 | 162.5 |
| HUMAN RESOURCE TECHNICIAN | CNF23 | 3,368 | 3,539 | 3,719 | 3,908 | 4,108 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,533 | 162.5 |
| HUMAN RESOURCES DIRECTOR | UDH35 | 8,082 | 8,491 | 8,922 | 9,374 | 9,849 | 10,347 | 10,607 | 10,872 | 11,144 | 11,423 | 11,709 | 12,002 | 12,302 | 12,610 | 13,248 | 162.50 |

Attachment: 1.21 JobClass w-RangeStep (6403 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 3/16/21

| 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 Monthl Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HUMAN SERVICES SUPERVISOR | MSC30 | 4,007 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,578 | 162.5 |
| INFO SYSTEMS ANALYST | MSC35 | 4,537 | 4,768 | 5,010 | 5,265 | 5,533 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,742 | 6,911 | 7,084 | 7,443 | 162.5 |
| INFORMATION SYSTEMS TECH | MSC32 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,911 | 162.5 |
| LEAD CUSTODIAN | MSC09 | 2,378 | 2,498 | 2,626 | 2,760 | 2,900 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,908 | 162.5 |
| LEAD TRANSIT SPECIALIST | MSC27 | 3,719 | 3,908 | 4,108 | 4,317 | 4,537 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 6,108 | 173.3 |
| LEGAL ADMINISTRATIVE ASST | CNF32 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,911 | 162.5 |
| LEGAL SECRETARY | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| LIBRARIAN | PF 23 | 3,401 | 3,574 | 3,755 | 3,947 | 4,147 | 4,358 | 4,468 | 4,580 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,583 | 162.5 |
| LIBRARY ASSISTANT I | MSC05 | 2,156 | 2,264 | 2,378 | 2,498 | 2,626 | 2,760 | 2,829 | 2,900 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,539 | 162.5 |
| LIBRARY ASSISTANT II | MSC09 | 2,378 | 2,498 | 2,626 | 2,760 | 2,900 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,908 | 162.5 |
| LIBRARY ASSISTANT III | MSC12 | 2,561 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,212 | 162.5 |
| LICENSED PSYCHIATRIC TECH | PFA31 | 4,123 | 4,333 | 4,553 | 4,784 | 5,028 | 5,283 | 5,416 | 5,552 | 5,691 | 5,834 | 5,981 | 6,131 | 6,284 | 6,442 | 6,769 | 162.5 |
| LICENSED VOCATIONAL NURSE | PFA26 | 3,643 | 3,828 | 4,022 | 4,226 | 4,441 | 4,667 | 4,784 | 4,905 | 5,028 | 5,154 | 5,283 | 5,416 | 5,552 | 5,691 | 5,981 | 162.5 |
| LIEUTENANT | MGS10 | 6,602 | 6,933 | 7,285 | 7,655 | 8,044 | 8,453 | 8,664 | 8,881 | 9,103 | 9,331 | 9,564 | 9,803 | 10,048 | 10,299 | 10,820 | 173.3 |
| LITERACY PROGRAM COORDINA | PF 23 | 3,401 | 3,574 | 3,755 | 3,947 | 4,147 | 4,358 | 4,468 | 4,580 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,583 | 162.5 |
| MARKETING & ADMIN SPECIAL | MSC19 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 5,010 | 162.5 |
| MEDICAL BILLING SPEC | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| MENTAL HEALTH SPECIALIST | PF 28 | 3,849 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,319 | 162.5 |
| MENTAL HLTH CLINICAL SUPV | MGT18 | 5,322 | 5,595 | 5,879 | 6,179 | 6,492 | 6,822 | 6,993 | 7,168 | 7,348 | 7,532 | 7,721 | 7,914 | 8,112 | 8,316 | 8,738 | 162.5 |
| MHSA COORD GRANT WRITER | PF 29 | 3,947 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,477 | 162.5 |
| MHSA FAMILY FACILITATOR | PF 35 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,515 | 162.5 |
| MHSA FAMILY SPECIALIST | PF 32 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,977 | 162.5 |
| MIGRANT HSG PROG MNGR | MGT02 | 3,589 | 3,769 | 3,959 | 4,158 | 4,366 | 4,586 | 4,701 | 4,819 | 4,940 | 5,064 | 5,191 | 5,322 | 5,457 | 5,595 | 5,879 | 162.5 |
| MIGRANT HSG RES MANAGER | MSC17 | 2,900 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,768 | 162.5 |
| MOBILE COMP LAB AST/DRIVR | MSC05 | 2,156 | 2,264 | 2,378 | 2,498 | 2,626 | 2,760 | 2,829 | 2,900 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,539 | 162.5 |
| OFFICE ASSISTANT I | MSC02 | 2,003 | 2,105 | 2,211 | 2,322 | 2,439 | 2,561 | 2,626 | 2,692 | 2,760 | 2,829 | 2,900 | 2,973 | 3,048 | 3,125 | 3,284 | 162.5 |
| OFFICE ASSISTANT II | MSC06 | 2,211 | 2,322 | 2,439 | 2,561 | 2,692 | 2,829 | 2,900 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,628 | 162.5 |
| OFFICE ASSISTANT III | MSC10 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 4,007 | 162.5 |
| OFFICE ASSISTANT SUPERVIS | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| OPERATIONS SUPERVISOR | MSC24 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,671 | 173.3 |
| PARENT PARTNER | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| PARKS AND REC ATTENDANT | MSC17 | 2,900 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,768 | 173.3 |
| PARKS AND REC LEADWORKER | MSC19 | 3,048 | 3,204 | 3,368 | 3,539 | 3,719 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 5,010 | 173.3 |
| PATIENT'S RIGHTS ADVOCATE | FLAT | 14.00/hour | | | | | | | | | | | | | | | 162.5 |
| PAYROLL SPECIALIST | CNF32 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,911 | 162.5 |
| PEER SUPPORT SPECIALIST | MSC10 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 4,007 | 162.5 |
| PERMIT TECHNICIAN | MSC23 | 3,368 | 3,539 | 3,719 | 3,908 | 4,108 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,533 | 162.5 |
| PLNG COMMISSIONERS | FLAT | 50.00/meeting | | | | | | | | | | | | | | | 162.5 |
| PROBATION ASSISTANT | DSS01 | 2,711 | 2,849 | 2,993 | 3,143 | 3,301 | 3,467 | 3,554 | 3,643 | 3,735 | 3,829 | 3,925 | 4,024 | 4,125 | 4,229 | 4,443 | 162.5 |
| PROGRAM MANAGER II | MGT23 | 6,027 | 6,333 | 6,654 | 6,993 | 7,348 | 7,721 | 7,914 | 8,112 | 8,316 | 8,525 | 8,738 | 8,958 | 9,182 | 9,412 | 9,888 | 162.5 |
| PSYCHIATRIST | PF 53 | 21,680 | 22,766 | 23,905 | 25,102 | 26,358 | 27,676 | 28,368 | 29,078 | 29,806 | 30,552 | 31,317 | 32,100 | 32,903 | 33,727 | 35,414 | 162.50 |

Attachment: 1.21 JobClass w-RangeStep (6403 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 3/16/21

| 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 Monthl Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PUBLIC AUTHORITY SERV MGR | PF 36 | 4,695 | 4,933 | 5,184 | 5,447 | 5,724 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,703 | 162.5 |
| PUBLIC HEALTH ASSISTANT | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| PUBLIC HEALTH NURSE I | PF 38 | 4,933 | 5,184 | 5,447 | 5,724 | 6,014 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,703 | 8,094 | 162.5 |
| PUBLIC HEALTH NURSE II | PF 42 | 5,447 | 5,724 | 6,014 | 6,319 | 6,640 | 6,977 | 7,152 | 7,331 | 7,515 | 7,703 | 7,896 | 8,094 | 8,296 | 8,503 | 8,934 | 162.5 |
| PUBLIC HEALTH NURSE III | PF 46 | 6,014 | 6,319 | 6,640 | 6,977 | 7,331 | 7,703 | 7,896 | 8,094 | 8,296 | 8,503 | 8,716 | 8,934 | 9,158 | 9,387 | 9,863 | 162.5 |
| PUBLIC WORKS PROGRAM MGR | PF 39 | 5,057 | 5,314 | 5,583 | 5,867 | 6,165 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,703 | 7,896 | 8,296 | 173.3 |
| PUBLIC WORKS SUPERVISOR | MSC32 | 4,212 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,911 | 173.3 |
| PUBLIC WORKS SUPT | MGT16 | 5,064 | 5,322 | 5,595 | 5,879 | 6,179 | 6,492 | 6,654 | 6,822 | 6,993 | 7,168 | 7,348 | 7,532 | 7,721 | 7,914 | 8,316 | 173.3 |
| PURCHASING COORDINATOR | MSC24 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,671 | 162.5 |
| PURCHASING TECHNICIAN | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| QUALITY ASSURANCE COORD | PF 39 | 5,057 | 5,314 | 5,583 | 5,867 | 6,165 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,703 | 7,896 | 8,296 | 162.5 |
| REGISTERED NURSE | PF 35 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,515 | 162.5 |
| ROAD MAINT LEADWORKER | MSC29 | 3,908 | 4,108 | 4,317 | 4,537 | 4,768 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 5,958 | 6,108 | 6,418 | 173.3 |
| ROAD MAINT WORKER I | MSC14 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,426 | 173.3 |
| ROAD MAINT WORKER II | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 173.3 |
| ROAD MAINT WORKER III | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 173.3 |
| ROAD MAINT WORKER IV | MSC26 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,958 | 173.3 |
| SAFETY OFF-ASST RISK MGR | PFA36 | 4,667 | 4,905 | 5,154 | 5,416 | 5,691 | 5,981 | 6,131 | 6,284 | 6,442 | 6,603 | 6,769 | 6,940 | 7,114 | 7,292 | 7,661 | 162.5 |
| SENIOR LEGAL SECRETARY | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 162.5 |
| SENIOR NUTR PRG DRIVER | FLAT | 14.00/hour | | | | | | | | | | | | | | | 162.5 |
| SENIOR PAYROLL SPECIALIST | CNF34 | 4,426 | 4,651 | 4,887 | 5,136 | 5,397 | 5,671 | 5,813 | 5,958 | 6,108 | 6,261 | 6,418 | 6,578 | 6,742 | 6,911 | 7,261 | 162.5 |
| SERGEANT | DSS31 | 5,695 | 5,984 | 6,287 | 6,607 | 6,943 | 7,295 | 7,477 | 7,665 | 7,857 | 8,053 | 8,255 | 8,463 | 8,675 | 8,892 | 9,342 | 173.3 |
| SHERIFF'S CHIEF DEPUTY | MGS14 | 7,285 | 7,655 | 8,044 | 8,453 | 8,881 | 9,331 | 9,564 | 9,803 | 10,048 | 10,299 | 10,556 | 10,820 | 11,090 | 11,368 | 11,944 | 173.3 |
| SHERIFF'S CLERK | DSA02 | 2,200 | 2,311 | 2,427 | 2,550 | 2,679 | 2,814 | 2,885 | 2,958 | 3,032 | 3,108 | 3,186 | 3,266 | 3,348 | 3,433 | 3,607 | 173.3 |
| SHERIFF'S RECORD CLERK | DSA11 | 2,744 | 2,885 | 3,032 | 3,186 | 3,348 | 3,519 | 3,607 | 3,699 | 3,791 | 3,887 | 3,984 | 4,084 | 4,186 | 4,291 | 4,510 | 173.3 |
| SHERIFF'S TECHNICIAN | DSA22 | 3,607 | 3,791 | 3,984 | 4,186 | 4,399 | 4,623 | 4,739 | 4,857 | 4,979 | 5,104 | 5,232 | 5,363 | 5,497 | 5,634 | 5,921 | 173.3 |
| SOCIAL SERV SUP & PUB GRD | PF 33 | 4,358 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 7,152 | 162.5 |
| SOCIAL SERVICES ASSISTANT | MSC20 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,136 | 162.5 |
| SOCIAL WORKER I | PF 23 | 3,401 | 3,574 | 3,755 | 3,947 | 4,147 | 4,358 | 4,468 | 4,580 | 4,695 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,583 | 162.5 |
| SOCIAL WORKER II | PF 27 | 3,755 | 3,947 | 4,147 | 4,358 | 4,580 | 4,812 | 4,933 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,165 | 162.5 |
| SOCIAL WORKER III | PF 31 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,807 | 162.5 |
| SOCIAL WORKER IV | PF 35 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,515 | 162.5 |
| SOCIAL WORKER SUP I | PF 37 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,896 | 162.5 |
| SOCIAL WORKER SUP II | PF 40 | 5,184 | 5,447 | 5,724 | 6,014 | 6,319 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,515 | 7,703 | 7,896 | 8,094 | 8,503 | 162.5 |
| SPECIAL PROSECUTOR | PF 54 | 8,156 | 8,564 | 8,993 | 9,443 | 9,916 | 10,412 | 10,673 | 10,940 | 11,214 | 11,495 | 11,783 | 12,078 | 12,380 | 12,690 | 13,325 | 162.5 |
| SR DPTY COUNTY COUNSEL | MGT41 | 9,412 | 9,888 | 10,388 | 10,914 | 11,468 | 12,049 | 12,350 | 12,659 | 12,975 | 13,299 | 13,631 | 13,972 | 14,321 | 14,680 | 15,423 | 162.5 |
| STAFF SERVICES ANALYST I | PF 29 | 3,947 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,477 | 162.5 |
| STAFF SERVICES ANALYST II | PF 35 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,515 | 162.5 |
| STAFF SERVICES MANAGER | MGT23 | 6,027 | 6,333 | 6,654 | 6,993 | 7,348 | 7,721 | 7,914 | 8,112 | 8,316 | 8,525 | 8,738 | 8,958 | 9,182 | 9,412 | 9,888 | 162.5 |
| SUPERVISING ASSESMNT TECH | MSC27 | 3,719 | 3,908 | 4,108 | 4,317 | 4,537 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 6,108 | 162.5 |
| SUPERVISING PROBATION OFF | DSS25 | 4,906 | 5,156 | 5,419 | 5,695 | 5,984 | 6,287 | 6,445 | 6,607 | 6,772 | 6,943 | 7,117 | 7,295 | 7,477 | 7,665 | 8,053 | 162.50 |

Attachment: 1.21 JobClass w-RangeStep (6403 : Adopt Revised Job Class Table as Required by

County of Colusa
Monthly Job Class/Salary Schedule

Effecti
Board Revision Date: 3/16/21

| 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 Monthl Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SYSTEM SUPPORT ANALYST | MSC27 | 3,719 | 3,908 | 4,108 | 4,317 | 4,537 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,533 | 5,671 | 5,813 | 6,108 | 162.5 |
| THERAPIST I | PF 29 | 3,947 | 4,147 | 4,358 | 4,580 | 4,812 | 5,057 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,477 | 162.5 |
| THERAPIST II | PF 32 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,977 | 162.5 |
| THERAPIST III | PF 36 | 4,695 | 4,933 | 5,184 | 5,447 | 5,724 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,331 | 7,703 | 162.5 |
| TIME-MATERIAL & SFTY ASST | MSC24 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,265 | 5,397 | 5,671 | 173.3 |
| TOBACCO CONT PROJ DIR | PF 30 | 4,046 | 4,251 | 4,468 | 4,695 | 4,933 | 5,184 | 5,314 | 5,447 | 5,583 | 5,724 | 5,867 | 6,014 | 6,165 | 6,319 | 6,640 | 162.5 |
| TRAFFIC CONT TECH I | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 173.3 |
| TRAFFIC CONT TECH II | MSC22 | 3,284 | 3,453 | 3,628 | 3,813 | 4,007 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,768 | 4,887 | 5,010 | 5,136 | 5,397 | 173.3 |
| TRANSFER ANALYST | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 162.5 |
| TRANSIT DRIVER | MSC16 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,651 | 173.3 |
| TRANSIT MANAGER | MGT10 | 4,366 | 4,586 | 4,819 | 5,064 | 5,322 | 5,595 | 5,735 | 5,879 | 6,027 | 6,179 | 6,333 | 6,492 | 6,654 | 6,822 | 7,168 | 173.3 |
| VICTIM WITNESS ADV I | MSC14 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,426 | 162.5 |
| VICTIM WITNESS ADV II | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |
| VOCATIONAL ASSISTANT | MSC08 | 2,322 | 2,439 | 2,561 | 2,692 | 2,829 | 2,973 | 3,048 | 3,125 | 3,204 | 3,284 | 3,368 | 3,453 | 3,539 | 3,628 | 3,813 | 162.5 |
| WATER RESOURCE MANAGER | MGT22 | 5,879 | 6,179 | 6,492 | 6,822 | 7,168 | 7,532 | 7,721 | 7,914 | 8,112 | 8,316 | 8,525 | 8,738 | 8,958 | 9,182 | 9,647 | 162.5 |
| WATER SYSTEMS OPERATOR | PF 35 | 4,580 | 4,812 | 5,057 | 5,314 | 5,583 | 5,867 | 6,014 | 6,165 | 6,319 | 6,477 | 6,640 | 6,807 | 6,977 | 7,152 | 7,515 | 173.3 |
| WELFARE FRAUD INV I | DSS18 | 4,125 | 4,335 | 4,555 | 4,786 | 5,029 | 5,286 | 5,419 | 5,555 | 5,695 | 5,837 | 5,984 | 6,134 | 6,287 | 6,445 | 6,772 | 173.3 |
| WELFARE FRAUD INV II | DSS20 | 4,335 | 4,555 | 4,786 | 5,029 | 5,286 | 5,555 | 5,695 | 5,837 | 5,984 | 6,134 | 6,287 | 6,445 | 6,607 | 6,772 | 7,117 | 173.3 |
| WORK CREW SUPERVISOR | MSC14 | 2,692 | 2,829 | 2,973 | 3,125 | 3,284 | 3,453 | 3,539 | 3,628 | 3,719 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,426 | 162.5 |
| WORK PROGRAM COORDINATOR | MSC18 | 2,973 | 3,125 | 3,284 | 3,453 | 3,628 | 3,813 | 3,908 | 4,007 | 4,108 | 4,212 | 4,317 | 4,426 | 4,537 | 4,651 | 4,887 | 162.5 |

**TABLE UPDATES**

10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
07/01/16 ELE19 5% increase (POST incentive eliminated)
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: 1.21 JobClass w-RangeStep (6403 : Adopt Revised Job Class Table as Required by

**COUNTY OF COLUSA, CA** **4.2**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Human Resources**

**FROM:** **Jolene Church**

**SUBJECT:** **Approve Extra Help Hours Above 28 hours per Week for one position of Extra Help**

Approve an exception to the 28 hour per week limitation on Extra Help hires to address the increased workload due to existing vacancies and higher workload demand on staff in the Ag Department during peak season.

## Detailed Description/Background of request

The Department of Agriculture's Fiscal Admin Officer position was vacated on October 31, 2020 which has created an increased workload for remaining staff.

The Department recently on-boarded an Extra Help employee to help address increased workload demand due to existing vacancies during peak season. The Department is requesting that the Board approve an exception to the 28 hours per week limitation and allow the position to work 37.5 hours per week hours. It is not anticipated that this waiving of the 28 hours per week rule will be needed for more than 6 months.

There is a current limitation for Extra Help positions of 28 hours per week previously approved by the Board on February 11, 2014. The limitation was imposed due to a new law that requires medical benefits be offered to temporary employees under certain circumstances and the additional cost that incurs. The current request is to enable the Ag Department to allow an Extra Help employee to work full-time to help ensure the timely delivery of services to the community and to mitigate additional overtime costs for staff that have taken on the additional workload that the vacancies have created.

## Prior Board Action

The 28 hour limitation on Extra Help positions was approved on February 11, 2014.

## Fiscal Impact/Funding Source

The fiscal impact for this request is approximately $19,830 for the 6 month period. The extra help funds budgeted for the current fiscal year, along with the salary savings in budget 2059 will be sufficient to cover the additional cost of this request.

**Action for the Clerk**
None

# COUNTY OF COLUSA, CA

5.1

## Request For County Board of Supervisors Action

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Auditor**

**FROM:** **Ann Nordyke**

**SUBJECT:** **Approve Special Claims**

Approve Special Claims.

**Detailed Description/Background of request**
None.

**Prior Board Action**
None.

**Fiscal Impact/Funding Source**
**None.**

**Action for the Clerk**
None.

**COUNTY OF COLUSA, CA** **6.1**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **Community Development** |
| **FROM:** | **Greg Plucker** |
| **SUBJECT:** | **Review of General Plan Annual Progress Report 2019** |

Acknowledge receipt of the 2020 Annual General Plan Progress Report.

## BACKGROUND

Pursuant to California Government Code 65400, each City and County is required to prepare an Annual Progress Report for its legislative body on the status of its General Plan and progress on its implementation. The law also requires that a copy of the General Plan Annual Progress Report be submitted to the Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD). While the law only requires submittal to the County's legislative body (the Board of Supervisors), staff also presents the annual progress report to the County's Planning Commission for its information. The Community Development Department will send the report to the OPR and HCD and post the document on the County's website upon review and acceptance by the Board of Supervisors.

## DISCUSSION

Colusa County adopted a comprehensive update to its General Plan in July of 2012. The County's updated Housing Element was certified by the State in 2014. In 2020, the County staff processed an update to the Housing Element, as required under a 5-year housing element cycle, which was approved by the Board of Supervisors and the State Department of Housing and Community Development. However for the 2020 update cycle, Community Development staff coordinated with the Transportation Commission staff the preparation of its regional transportation plan on a four-year cycle which allowed the housing element's five-year cycle to be changed to an eight-year cycle for the County, as well as for the cities of Williams and Colusa.

The format and content of the Annual Progress Report has been prepared in accordance with the State's submittal requirements. The report includes a summary of plans, projects and accomplishments which occurred over the last

year. The report also identifies each of the 11 General Plan elements and is accompanied by a brief summary of important goals and objectives. Finally, the report contains a description of County activities to maintain the General Plan over the last calendar year including staff's effort to identify and address minor implementation issues based on specific projects, compliance activities, and changes in state law and staff's effort to update the current Housing Element.

## POLICY CONSISTENCY

As a requirement of Government Code Section 65400(a)(2), the Progress Report serves as evidence of implementation of the County's General Plan policies and goals. By submitting the Progress Report to OPR and HCD, the County fulfills its statutory requirements to report certain housing information which shows progress in the local agency's efforts in meeting its share of regional housing needs. The Progress Report is also a tool for understanding how the implementation of the General Plan is proceeding and whether changes are necessary to ensure that the original intent of the adopted General Plan policies and goals are being met.

## Prior Board Action

The Board is presented an annual report each year.

## Fiscal Impact/Funding Source

The cost of staff time to prepare the report is included in the Planning Unit's annual budget.

## Action for the Clerk

Please provide a Certified Board Order (CBO) to the Community Development Director once completed.

## ATTACHMENTS:

- 2020 General Plan Annual Report (PDF)

# General Plan Annual Progress Report

# Year 2020

## County of Colusa

**Prepared by Colusa County**
**Department of Community Development**

**February 3, 2021**

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

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Appendix A Government Code Section 65400
Appendix B Housing and Community Development Annual Housing Element Progress Report Forms (Attached)

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

# I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)[1].

The purpose of the document is to report on Colusa County's progress in implementing its General Plan. The document was provided to the Planning Commission and Board of Supervisors for their review on February 3, 2021 and March 16, 2021 respectively, and will be submitted to OPR and the Department of Housing and Community Development following the Board's March 16, 2021 review.

## Background

The County adopted a comprehensive update to the General Plan on July 31, 2012. The planning process for the update took several years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations, interest groups, and the general public.

The Plan replaced, reformatted, and updated the County's General Plan in its entirety. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to- day basis in the County's planning processes:

- Background Report
- Issues and Opportunities Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The policy document and diagrams are available on the County's website at the following link: https://www.countyofcolusa.org/index.aspx?NID=137.

## Informational Document

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306, Information Collection.

[1] General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to http://opr.ca.gov/docs/GP_APR_Guidance_2007.pdf

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

## Organization

After the previous introductory section, a summary of projects and issues addressed in the last year is provided, and then each General Plan element is addressed. Following these topics, the County's continuing efforts to address minor implementation issues, compliance activities, and changes in state law requiring updates to the General Plan and Zoning Ordinance are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

## II. Plans, Projects, and Accomplishments

During 2020 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs, and are not intended to be exhaustive.

## Building Permits

The Building Unit of the Community Development Department received 440 building permits application in 2020. Total valuation of these projects was some $28,723,748 which generated nearly $325,145 in fees. Building permits were issued for 20 new single-family homes and eight modular homes, which had a total valuation of $8,469,900. Permits for 47 home additions were submitted which had a total valuation of nearly $1,409,500. Applications for 18 new commercial buildings were submitted with a total valuation of $7,048,805. In addition, 12 permits for agricultural buildings were applied for with an estimated value of $2,160,900. In 2020, solar system permits were the greatest number of permit applications submitted. These 85 permits had a value at just over $5,556,700 million and generated over $71,688 in fees.

## Planning Projects

The Planning Unit processed a variety of planning projects during 2020, including Use Permits, Minor Use Permits, Administrative Permits, Tentative Parcel Maps, Lot Line Adjustments, a General Plan and Zoning Amendments, a Special Project and associated environmental analysis and CEQA documents. The breakdown in applications received is as follows:

- 3 Use Permits
- 2 Minor Use Permits
- 12 Administrative Permits
- 6 Tentative Parcel Maps
- 1 Tentative Subdivision Map
- 19 Lot Line Adjustments
- 1 General Plan Amendment
- 1 Zoning Amendment
- 2 Minor Variances

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

- 1 Variance

In addition, 11 zoning violations were logged with 40% of those violations reaching a satisfactory resolution. Please note that these numbers do not include building or environmental health violations.

During the past year, the following planning applications were heard before the Planning Commission:

- 1 Use Permit
- 6 Tentative Parcel Maps
- 2 General Plan Amendments (see Section IV for the Housing Element GPA)
- 1 Zoning Amendment
- 1 Variance

Of the projects heard by the Planning Commission, the General Plan Amendment/Zoning Amendment was sent to the Board of Supervisors with a recommendation of approval and the Board approved the applications.

## Projects Reviewed During 2020

The following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

***Tentative Parcel Map #19-11-1, Todd Kalfsbeek –*** Application for a Tentative Parcel Map to divide a 99±acre property into Parcel #1- 40+-acre parcel and Parcel #2 - 59±-acre parcel. The property is zoned Exclusive Agriculture (E-A) and with a General Plan designation of Agriculture General (AG). The property is located approximately 1,600 feet north of the intersection of County Line Road and Emmert Road;

This application was submitted in the 2019, but approved 2020 due to standard processing time lines. The majority of processing and approval occurred in the 2020.

> ***Result***: The Planning Commission approved the Tentative Parcel Map with findings and conditions.

***Tentative Parcel Map #20-02, Thomas Armstrong*** – Application for a Tentative Parcel Map to divide 800± acre property into Parcel 1-160± acres and a Designated Remainder - 640± acres. The property is zoned Exclusive Agriculture (E-A) and with a General Plan designation of Agriculture General (AG). The project site is located approximately one mile south of the intersection of State Route 45 and Tule Road and approximately 3.5 miles southeast of the Community of Grimes.

> ***Result***: The Planning Commission approved the Tentative Parcel Map with findings and conditions.

***Tentative Parcel Map #20-04, Kaelin Farming*** – Application for a Tentative Parcel Map

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

to divide a 325± acre into eight approximately 40+ parcels The property is zoned Exclusive Agriculture (E-A) and with a General Plan designation of Agriculture General (AG). The project site is located at 217 Grevie Road approximately one mile north of the intersection of Grevie Road and County Line Road and approximately 5 miles southeast of the Community of Arbuckle.

> ***Result***: The Planning Commission approved the Tentative Parcel Map with findings and conditions.

***General Plan Amendment #20-01and Zoning Amendment #20-01, Colusa County –*** A county initiated project to correct mapping errors by amending the General Plan land use designation on approximately 200± acres from Agriculture General (AG) to Resource Conservation (RC) and amend the Zoning land use designation from Exclusive Agriculture (E-A) to Resource Management (R-M) on properties located approximately one half mile north of Tule Road and one quarter mile west of the Colusa Drain. Additionally, the project changed the General Plan designation on approximately 13± acres from Resource Conservation (R-C) to Agriculture General (AG) and the Zoning classification changed from Resource Management (R-M) to Exclusive Agriculture (E-A) has frontage on the north side of Tule Road and is just east of the College City Warehouse.

> ***Result***: The Planning Commission recommended approval to the Board of Supervisors. The Board of Supervisors followed the Planning Commission's recommendation and approved the General Plan Amendment and Zoning Amendment with findings and conditions.

***Use Permit #20-01, Clinton Wills –*** Application for a Use Permit for a public storage facility consisting of approximately 15,000 square feet with two 3,200 square foot buildings. The property is zoned Community Commercial (C-2) with a General Plans designation of Commercial (C). The project site is located approximately 130 feet north of the intersection of State Route (SR) 45 and Prince Street on the east side of SR 45, between the Sacramento River and SR 45 in the Community of Princeton

> ***Result***: The Planning Commission approved the Use Permit with findings and conditions.

***Variance #20-03, Stonyford Community Church-*** Application for a Variance to the accessory building side yard setbacks to allow the construction of a 2,925 square foot open air covered pavilion. The project site is zoned Rural Residential (RR-2). The project site is located at 293 Sutter Street in the Community of Stonyford.

> ***Result:*** The Planning Commission approved the Variance with findings and conditions.

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

***Tentative Parcel Map #20-05 Colusa Industrial Properties*** – Application for a Tentative Parcel Map application is to divide an existing 10± acre into three parcels including Parcel 1 - 5± acres, Parcel 2 – 2± acres, and Parcel 3 - 3± acres).The property is zoned Heavy Industrial (M-2) and has a General Plan designation of Industrial (I). The project site is located at 2855 Niagara Avenue approximately 2,500 feet northwest of the intersection of State Route 20 and Niagara Avenue. The site is unincorporated area of the City of Colusa within the existing Colusa Industrial Properties

***Tentative Parcel Map #20-06, James Holiday -*** Application for a Tentative Parcel Map dividing a to divide an existing 318 ± acre property into five parcels including Parcel 1 - 48± acres, Parcel 2 – 47 ± acres, Parcel 3 – 107 ± acres, Parcel 4 – 44± acres, and Parcel – 5 72± acres. The property is zoned Exclusive Agriculture (E-A) and with a General Plan designation of Agriculture General (AG). The project site is located at northeast corner of County Line Road and Wildwood Road and approximately 5 miles south of the Community of Arbuckle.

> ***Result:*** The Planning Commission approved the Tentative Parcel Map with findings and conditions.

***Tentative Parcel Map #20-07, Jeffrey Miller –*** Application for a Tentative Parcel Map to divide an existing 161± acre property into two parcels including Parcel 1 - 53± acres and Parcel 2 - 108± acre. The property is zoned Exclusive Agriculture (E-A) and with a General Plan designation of Agriculture General (AG). The project site is located at 961 State Route 45 on the southwest corner of the intersection of State Route 45 and Tule Road.

> ***Result***: The Planning Commission approved the Tentative Parcel Map with findings and conditions.

## Other Plans and Projects

The following discussion summarizes other projects that involved significant efforts from the Community Development Department, Planning Unit staff in 2020.

In conjunction with the Geographical Information Systems Division of the Public Works Department staff is updating and maintaining planning shapefiles, layers, and maps on a continuous and as needed basis. This provides staff as well as the public an effective planning tool.

Staff continues to closely monitor the State's cannabis legislation. In 2020, Colusa processed multiple applications to cultivate industrial hemp resulting from code amendments in 2019. There were a total of seven applications for industrial hemp licenses with six being approved. Only two of the six actually cultivated the crop. However, there continues to be interest in the County for the continuing the licensing program and possible expansion of the areas that are allowed for cultivation.

Colusa Industrial Properties filed an application with the Colusa County Local Agency

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Formation Commission (LAFCo) for the annexation of the remaining unincorporated portion of the Industrial Park into the City of Colusa. A Tax Share Agreement for this project with the City of Colusa has been agreed to by both parties. This application will continue to be processed in 2021.

County staff has also been working to update the County's Development Impact Fee schedule. Recognizing issues with the previously adopted Impact Fee Study (2006) in regards to growth assumptions and the amount of fees, the Board temporarily amended the existing fee schedule to help facilitate commercial and industrial development. In 2020, an updated to the County's Development Impact Fee schedule was being developed by consultants and is expected to be finalized in 2021.

The County received $160,000 grant from the Housing and Job Act (SB 2). The funds were utilized to contract with OpenGov on a permitting software system to assist various departments in the County in streamlining and modernizing their permitting processes. Customers will be able to apply remotely. The software also analyzes data and produces reports. The software will improve customer service, record keeping, and most importantly help facilitate residential development. The new software is scheduled to be on line in the first quarter of 2021.

Community Development staff worked diligently on analyzing and distributing Corona virus Relief Funds to assist small business that were impacted by the pandemic. A total of $800,000 in grants was distributed given to businesses in Colusa County, City of Colusa, and City of Williams. Service related industries, such as personal care and restaurants, were the most heavily impacted in terms lost revenue. In total, the County awarded 86 grants totaling $796,769.25 to these small businesses.

The County has secured funding through the Local Early Action Planning (LEAP) Grants Program in the amount of $65,000. The LEAP funding will be used to hire a consultant to conduct income surveys throughout the unincorporated communities in the County. The income surveys will the utilized to apply for Regional Early Action Planning (REAP) funds up to a maximum of $182,275 to be used to identify infrastructure constraints and develop infrastructure plans to address these constraints. The over-arching goal of the program is to accelerate housing production. These studies are planned for 2021.

## III. General Plan Elements

The General Plan details the County's guiding principles for a variety of planning topics and is the constitution for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD).

The Colusa County General Plan consists of the following Elements:

- Agriculture Element
- Circulation Element
- Community Character Element
- Conservation Element
- Economic Development Element
- Housing Element
- Land Use Element
- Noise Element
- Open Space and Recreation Element
- Public Services and Facilities Element
- Safety Element

Subtopics are included in the elements to meet California's requirements. Based upon the County's adoption of an updated Housing Element in 2020, some updates to other elements of the General Plan, such as the Safety Element, may be required over the course of the next few years.

**Agriculture Element**

Agriculture and the related agricultural industries help define the character of Colusa County and are essential to Colusa County's economy. The Agriculture Element sets goals, objectives and policies for the protection of agricultural lands, the expansion of agricultural operations, and to minimize conflicts between agricultural and non-agricultural land uses.

The policies in the Agriculture Element seek to preserve and protect agricultural land and maintain agriculture as the County's most critical land use and resource. By monitoring the conversion of agricultural lands located outside of urban and urban reserve areas to non-agricultural uses utilizing the policies in this element the County is able to ensure the protection of the County's greatest natural asset, its agricultural lands.

The Board of Supervisors has formed an Ad Hoc committee to review the County's existing Williamson Act requirements. It is anticipated that recommendations will be developed for the entire Board's consideration in 2021.

**Circulation Element**

Colusa County's preservation of agricultural land and the concentration of growth within

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established urban areas have created a unique transportation system. Most travel in the County is by automobile on the rural roadway network and mainly serves the small communities and agricultural uses.

The Circulation Element provides policies for decisions concerning the countywide transportation system. This element is closely correlated with the Land Use, Housing, Open Space, Noise, and Safety Elements as well as the Colusa County Regional Transportation Plan.

Projects are reviewed to minimize impacts, provide for parking, and optimize transportation access. When applicable, implementation of appropriate transportation control measures to reduce vehicle miles traveled and traffic congestion are required.

As a Regional Transportation Planning Agency, the Colusa County Transportation Commission continues to work with the cities of Colusa and Williams as well as CalTrans and the US Forest Service to provide and sustain a viable rural public transportation system and is currently in the process of updating its Regional Transportation Plan. The Colusa County Transit Agency continues to provide transit services throughout the County and beyond.

**Community Character Element**

The rural character, small-town feel, and quality of life that distinguish the individual unincorporated communities are unique to Colusa County. The Community Character Element builds on the Land Use Element and identifies design characteristics and desired mix of uses with the County's individual communities by identifying the relationship between its residents and the built environment.

The policies in this element ensure the protection of the rural qualities that make Colusa County's communities unique, conserving and enhancing these qualities. Each development project is reviewed to ensure the needs, challenges, and opportunities unique to the individual community are addressed.

With the Sites Reservoir project moving forward General Plan policies are in place that will ensure the community of Maxwell will be able to capitalize on economic development opportunities created by increased visitors while maintaining the character of the community. By emphasizing aesthetic and design standards, the historic character of Maxwell will be maintained while also being the gateway to recreation opportunities in the western portion of the County.

**Conservation Element**

Colusa County is home to a wide array of natural resources, waterways, wildlife habitat and historical resources. The Conservation Element addresses the conservation, development and utilization of natural resources which includes forests, soils, rivers and other waters, wildlife, and minerals. Energy conservation, air quality, and the preservation of cultural and historical resources are addressed. Potential impacts on

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biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes.

Mineral resource development is encouraged. The County reviews projects to ensure compliance with the Surface Mining and Reclamation Act (SMARA) and other regulations providing oversight for reclamation plans. Staff inspected two active mines in 2019, Brownstone Quarry and Lovelady Ranch as well as closing out the O'Sullivan Ranch Pit (Clearlake Redi-mix) mine. The Use Permit process for establishment of natural gas wells in the County allows for the review needed to make sure that wildlife, water, agriculture, and other environmental factors are not adversely affected. These policies ensure the protection of mineral and natural gas resources while avoiding land use conflicts from mining and resource extraction activities. The County continues to work with State and Federal agencies to encourage appropriate mineral production.

The Environmental Health Division provides oversight and permitting for potable water and wastewater treatment systems in order to ensure a sustainable and long-term supply of safe and reliable water that supports the needs of County residents, businesses, and agricultural operations. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity.

The County continues to consult with tribal intergovernmental representatives to conserve and protect cultural and historical resources. Cooperation with the two incorporated cities, special districts, and State and Federal agencies continues to preserve the County's cultural heritage, historical and archaeological structures, sites, and landmarks.

**Economic Development Element**

Colusa County recognizes the importance of supporting existing and local business while broadening the economy to meet the needs of a growing population. The Economic Development Element supports the County's agricultural heritage while encouraging development of new businesses, such as distribution, production, and packaging that are related to the agricultural and farm operations prevalent in Colusa County.

Through the Community Development Block Grant and other funding sources economic development funds allow the County to assist businesses and interested parties in establishing and maintaining viable businesses in the County while providing a diverse selection of job opportunities. The County's CDBG program is now administered by the Community Development Department's Community and Economic Development Unit. The Community and Economic Development Unit is currently working with the Community and Economic Development (CED) Committee on updates/revisions to the County's existing CDBG programs. In addition, the County continues to partner with the Chamber of Commerce as a collaborative economic development entity to capitalize on economic development resources to continue to attract business and development.

**Housing Element**

Meeting the housing needs of Colusa County's residents as well as accommodating the

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unincorporated County's share of regional housing needs in an important goal for the County.

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. The current Housing Element was adopted in 2020, which was certified by HCD the next update being due in 2028. Twenty new dwelling units were permitted in 2020 in Colusa County. The County continually strives to support access to safe and decent housing for all income groups.

The County continues to work with service providers to provide for the needs of lower-income households, the disabled, and other special needs populations, per the direction provided in the Housing Element.

**Land Use Element**

Colusa County has a strong commitment to ensuring that the County's rural quality of life will be maintained, its agricultural heritage will be preserved, and its economic base will grow.

The Land Use Element provides for the preservation of the rural and agricultural character of Colusa County while allowing for economic development. The Land Use Map depicts the County's vision for how open space, agricultural, commercial, industrial, and other uses will occur in the County. Residential and commercial growth is focused in and around existing communities. Industrial uses will occur near the primary transportation corridors and on agricultural lands, when the uses directly relate to agricultural activities.

Land use designations are specified, defined, and mapped in the Land Use Maps. The land use designations correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued. Potential impacts from new development are assessed under CEQA.

The County actively participates in the Sites Project Joint Powers Authority to plan and develop the Sites Reservoir. With the continued momentum of the Sites Reservoir Project the Land Use Element contains Goals, Objectives, and Policies to provide for orderly, well-planned, and compatible growth associated with the Sites Reservoir and surrounding area. When the final boundaries for the Sites Reservoir are determined a Site's Area Plan will be developed to guide land uses for that area.

**Noise Element**

Noise in Colusa County is generated by a variety of sources such as; vehicle traffic, airport operations, agricultural activities, and industrial operations. Colusa County aims to protect its residents and visitors from the harmful and annoying effects of exposure to excessive noise.

The Noise Element contains goals and policies that seek to reduce community exposure to

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excessive noise levels through the establishment of noise level standards for a variety of land uses. Table N-1 and Table N-2 of the Noise Element provide performance standards and maximum allowable noise exposure levels for the County. Through the review of development projects and the CEQA process Colusa County prevents incompatible land uses from encroaching upon existing or planned noise-producing agriculture, industries, airports and other sources.

**Open Space and Recreation Element**

Colusa County's greatest assets are its rural atmosphere, open space, wildlife refuges, rivers and scenic vistas. Representing over 75 percent of the land base, agriculture vastly contributes to the County's open space character. There is a great many opportunities for outdoor recreational activities in Colusa County including; hunting, fishing, camping, OHV use, bicycling, hiking, bird watching, and boating to name just a few.

Park facilities and recreational opportunities cannot exist without open space. The Open Space and Recreation Element provides goals and policies addressing parks and recreation issues. This element works hand in hand with the Agricultural Element which is a critical part of preserving the County's vast open space agricultural land base. This ensures a balance between open space preservation with the economic needs of the County.

The County continues to encourage the expansion of access to the Sacramento River, the Mendocino National Forest, and East Park Reservoir. East Park Reservoir is operated and maintained by the Public Works Department. Festivals and large group functions have been held at East Park in the past, as well as periodic drag boat racing events. Similar events continue to show interest in East Park Reservoir. Public Works staff continues to market East Park Reservoir through social media and other outlets promoting its recreational possibilities and thereby increasing its popularity and usage. However, due to Covid-19 restrictions 2020 events were limited or postponed.

**Public Services and Facilities Element**

Colusa County has various local public agencies and special districts that provide a range of utilities and public services that are an important part in maintaining the high quality of life in the County. These services include water supply, wastewater disposal service, solid waste services, fire protection and emergency medical services, law enforcement, schools libraries and museums, and county government services. The Public Services and Facilities Element provides goals and policies addressing these special districts and services in order to facilitate the expansion and the efficiency of the services they provide.

**Safety Element**

The Safety Element works to reduce hazards regarding air quality, floods, wildfires, geology and seismicity, noise, and airport operations. The County evaluates air quality issues for major discretionary projects consulting with the Colusa County Air Pollution Control District. Building permits and other development proposals are reviewed for flooding, fire, and faulting hazards. As part of the development review process, new

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development and expansion proposals near the Colusa County Airport as well as private airstrips are reviewed for consistency with setbacks, land use restrictions, and height as determined by the Federal Aviation Administration (FAA) and the Colusa County Airport Land Use Commission. FEMA Flood Maps for the Maxwell area, Williams area, and Arbuckle area were updated in 2015. The FEMA Flood Maps for the rest of the County were updated in 2003. These are being used to evaluate whether projects are in potential flood zones. Noise issues are addressed through environmental review.

## IV. General Plan and Zoning Code Updates

The County comprehensively updated its General Plan on July 31, 2012. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. The County adopted a revised Zoning Code on August 26, 2014.

In 2020 County staff continued to identify and address minor implementation issues based on specific projects, compliance activities, and changes in state law that affect these land use documents. Amendments to the Zoning Code were completed addressing these issues. This update approach will be repeated on an as-needed basis.

Staff completed the update of the Housing Element in 2020. The Housing Element was adopted by the Board of Supervisors on June 30, 2020 and was deemed compliant by the Department of Housing and Community Development on July 17, 2020. The update was completed entirely by County staff eliminating the need to hire a consultant. The update was completed in 2020 based on a five year update cycle. The County's Transportation Commission adopted a four year cycle for the Regional Transportation Plan (RTP). As a result, the Housing Element is now on an eight year update cycle.

The updated Housing Element has numerous housing programs contained within the document. The majority of these programs are required by recent changes in state housing law. Staff will be bringing forward a series of zoning amendments to implement the programs.

## V. Conclusion

The General Plan is the County's constitution and guiding vision. Upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process. The County has and continues to find opportunities for its citizens to be recognized in state and federal planning efforts.

The County provided leadership and participated in many planning activities in 2020, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. Updates to the remainder of the General Plan and the zoning ordinance are expected to continue to move forward in 2020.

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# Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583. The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county

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failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

## Attached:

Table B: Regional Housing Needs Allocation Progress with Detailed Table
Table D: Program Implementation Status pursuant to GC Section 65583
Building Permits Issued by Affordability Summary

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| | | |
|---|---|---|
| **Jurisdiction** | Unincorporated | |
| **Reporting Year** | 2020 | (Jan. 1 - Dec. 31) |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation
(CCR Title 25 §6202)

year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

**Table B**

**Regional Housing Needs Allocation Progress**

**Permitted Units Issued by Affordability**

| | | 1 | 2 | | | | | | | | | 3 | 4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Income Level** | | **RHNA Allocation by Income Level** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **Total Units to Date (all years)** | **Total Remaining RHNA by Income Level** |
| Very Low | Deed Restricted | 114 | | | | | | | | | | 3 | 111 |
| | Non-Deed Restricted | | 2 | 1 | | | | | | | | | |
| Low | Deed Restricted | 91 | | | | | | | | | | 10 | 81 |
| | Non-Deed Restricted | | 1 | 9 | | | | | | | | | |
| Moderate | Deed Restricted | 110 | | | | | | | | | | 4 | 106 |
| | Non-Deed Restricted | | 1 | 3 | | | | | | | | | |
| Above Moderate | | 211 | | 7 | | | | | | | | 7 | 204 |
| Total RHNA | | **526** | | | | | | | | | | | |
| Total Units | | | **4** | **20** | | | | | | | | **24** | **502** |

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

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| Prior APN+ | Current APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Unit Category (SFA,SFD,2 to 4,5+,ADU, MH) | Tenure R=Renter O=Owner | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Building Permits Date Issued | # of Units Issued Building Permits | afforadability determination | Term of Affordability or Deed Restriction (years) (if affordable | Number of Demolished/Destroyed Units+ | Demolished or Destroyed Units+ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Summary Row: Start Data Entry Below | | | | | | | 0 | 1 | 0 | 9 | 0 | 3 | 7 | | 20 | | | 7 | 0 |
| | 016-210-063 | 2079 Zumwalt Rd. | Wiggin | 20315 | SFD | O | | | | | | 1 | | 7/15/2020 | 1 | State Income Limits 2019 | | | |
| | 020-114-009 | 1006 Hal St. | Geyer | 20451 | SFD | O | | | | | | | 1 | 11/25/2020 | 1 | State Income Limits 2019 | | | |
| | 015-330-128 | 3286 Ranch Rd. | Scroggins | 20542 | SFD | O | | | | | | | 1 | 12/11/2020 | 1 | State Income Limits 2019 | | | |
| | 022-150-063 | 7373 White Rd. | Peterson | 20270 | SFD | O | | 1 | | | | | | 4/24/2020 | 1 | State Inomce Limits 2019 | | | |
| | 021-060-091 | 853 Jensen Ave. | Johnson | 20372 | MH | O | | | | | | 1 | | 9/11/2020 | 1 | State Inomce Limits 2019 | | | |
| | 021-250-027 | 6682 Green Bay | Charter | 20406 | MH | R | | | | | | 1 | | 8/13/2020 | 1 | State Inomce Limits 2019 | | | |
| | 011-280-028 | 4330 Old 99 | Schwartz | 20539 | MH | O | | | | | | | 1 | | 1 | State Income Limits 2019 | | | |
| | 020-290-013 | 993 S. Eighth St | Lopez | 20178 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-016 | 994 S. Eighth St. | Ramos | 20179 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-017 | 990 S. Eighth St. | Venegas | 20180 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-019 | 113 Willow Wood | Medina | 20181 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |

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| | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 020-290-020 | 115 Willow Wood | Chavarria | 20182 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-021 | 119 Willow Wood | Aguirre | 20183 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-023 | 126 Willow Wood | Barajas | 20184 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-025 | 118 Willow Wood | Salazar | 20185 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-026 | 114 Willow Wood | Corona | 20186 | SFD | O | | | | 1 | | | | 4/7/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-014 | 997 S Eighth St. | Neighbor Works | 20238 | SFD | O | | | | | | | 1 | 4/23/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-015 | 998 S Eighth St. | Neighbor Works | 20239 | SFD | O | | | | | | | 1 | 4/23/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-022 | 125 Willow Wood | Neighbor Works | 20240 | SFD | O | | | | | | | 1 | 4/23/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-024 | 122 Willow Wood | Neighbor Works | 20241 | SFD | O | | | | | | | 1 | 4/23/2020 | 1 | State Income Limits 2019 | | | |
| | 020-290-018 | 986 S. Eighth St | Neighbor Works | 20541 | SFD | O | | | | | | | 1 | 12/14/2020 | 1 | State Income Limits 2019 | | | |
| | 011-270-025 | 4105 Riordon | EUS & Let Go | 20158 | ADU | | | | | | | | | | | | | 1 | Destroyed |
| | 021-250-027 | 437 Wildwood | Charter | 20243 | SFD | | | | | | | | | | | | | 1 | Destroyed |
| | 017-090-022 | 2081 Lonestar | Magers | 20432 | SFD | | | | | | | | | | | | | 1 | Destroyed |
| | 017-090-022 | 2081 Lonestar | Magers | 20434 | ADU | | | | | | | | | | | | | 1 | Destroyed |
| | 020-114-009 | 1006 Hall Street | Geyer | 20435 | SFD | | | | | | | | | | | | | 1 | Destroyed |
| | 015-400-023 | 2198 Lureline | Ottenwalter | 20507 | SFD | | | | | | | | | | | | | 1 | Destroyed |
| | 017-040-017 | 7510 Moobend | Andreotti | 20565 | SFD | | | | | | | | | | | | | 1 | Destroyed |

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# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

| | | |
|---|---|---|
| **Jurisdiction** | Colusa County - Unincorporated | |
| **Reporting Year** | 2020 | (Jan. 1 - Dec. 31) |

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1 | 2 | 3 | 4 |
|---|---|---|---|
| **Name of Program** | **Objective** | **Timeframe in H.E** | **Status of Program Implementation** |
| **Program HO 1-1** | **Housing Assistance and Home Ownership Programs** | **on going** | **outreach/application review** |
| **Program HO 1-2** | **Non-Profit and Agency Coordination** | **on going** | **outreach** |
| **Program HO 1-3** | **Preservation of Affordable Units** | **on going** | **outreach** |
| **Program HO 1-4** | **Housing Inspection and Code Enforcement** | **on going** | **on going** |
| **Program HO 2-1** | **Adequate Residential Sites** | **on going** | **periodic review** |
| **Program HO 2-2** | **Inventory of Residential Sites** | **on going** | **completed/bi annual review** |
| **Program HO 2-3** | **Small Lot Consolidation and Development** | **on going** | **application review** |
| **Program HO 2-4** | **Provision of Public Services** | **on going** | **outreach** |
| **Program HO 2-5** | **Municipal Service Review** | **one year/on going** | **Contact LAFCO** |
| **Program HO 2-6** | **Coordination with Cities** | **on going** | **outreach** |
| **Program HO 2-7** | **Annexations** | **on going** | **review LAFCO agnedas** |
| **Program HO 3-1** | **Local Agency Accessory Dwelling Units** | **one year** | **zoning amendment** |
| **Program HO 3-2** | **Supportive Housing (Low Barrier Navigation) AB 101** | **one year** | **zoning amendment** |
| **Program HO 3-3** | **Supportive Housing AB 2162** | **one year** | **zoning amendment** |
| **Program HO 3-4** | **Affordable Housing Streamlined Process Requirements SB 35** | **one year** | **zoning amendment** |

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

| | | | |
|---|---|---|---|
| Program HO 3-5 | Affordable and Special Needs Housing Resources | one year | outreach |
| Program HO 3-6 | Section 8 | one year | zoning amendment |
| Program HO 3-7 | Reasonable Accommodations | on going | zoning amendment |
| Program HO 3-8 | Annual Report | April 1 each year | in progress |
| Program HO 3-9 | Parking Requirements | one year | zoning amendment |
| Program HO 3-10 | Single Room Occupancy | one year | zoning amendment |
| Program HO 3-11 | Density Bonus AB1763 and AB 2753 | one year | zoning amendment |
| Program HO 3-12 | General Plan Consistency | one year | general plan amendments |
| Program HO 3-13 | Persons With Disabilities, Including Persons With Developmental Disabilities | on going | application review |
| Program HO 3-14 | Farm Labor Housing and Employee Housing | one year | zoning amendment |
| Program HO 3-15 | Replacement Program Government Code Section 65583.2(g) | on going | appliation review |
| Program HO 3-16 | Definition of Family | one year | zoning amendment |
| Program HO 4-1 | Affirmatively Furthering Fair Housing AB 686 | one year | complete study/application review/outreach |
| Program HO 4-2 | Equal Housing Opportunity | on going | annual review |
| Program HO 4-3 | Economic Development and Jobs--Housing Balance | on going | outreach and collaboration |
| Program HO 4-4 | Access to Safe and Decent Housing | one year | application review |
| Program HO 5-1 | Energy Conservation and Efficiency | on going | application review/adotion of building codes |
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Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

| | | |
|---|---|---|
| **Jurisdiction** | Colusa County - Unincorporated | |
| **Reporting Year** | 2020 | (Jan. 1 - Dec. 31) |

| **Building Permits Issued by Affordability Summary** | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 1 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 9 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 3 |
| Above Moderate | | 7 |
| | | **20** |

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

| **Housing Applications Summary** | |
|---|---|
| Total Housing Applications Submitted: | 0 |
| Number of Proposed Units in All Applications Received: | 0 |
| Total Housing Units Approved: | 0 |
| Total Housing Units Disapproved: | 0 |

| **Use of SB 35 Streamlining Provisions** | |
|---|---|
| Number of Applications for Streamlining | 0 |
| Number of Streamlining Applications Approved | 0 |
| Total Developments Approved with Streamlining | 0 |
| Total Units Constructed with Streamlining | 0 |

| **Units Constructed - SB 35 Streamlining Permits** | | | |
|---|---|---|---|
| **Income** | **Rental** | **Ownership** | **Total** |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

Cells in grey contain auto-calculation formulas

Attachment: 2020 General Plan Annual Report (6406 : General Plan Annual Progess Report - 2020)

**COUNTY OF COLUSA, CA** **7.1**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **County Administrative Office** |
| **FROM:** | **Wendy Tyler** |
| **SUBJECT:** | **Approve contract with Noel J. O'Neill, LMFT to provide Interim Behavioral Health Services Director services** |

Approve Agreement with **Noel J. O'Neill**, LMFT to provide Interim Behavioral Health Services Director services.

## Detailed Description/Background of request

Due to the recent resignation of the Behavioral Health Director, there is a need to have a contractor provide Interim Director services while the County prepares to fill the permanent position.

Mr. O'Neill has been a licensed therapist for 35 years, serving the majority of his career in public agency positions. He has a Bachelors Degree in Philosophy and a Masters in Counseling Psychology. His resume is attached for your review.

Under the terms of this agreement Mr. O'Neill would be present in county 3 days per week, but available to staff and other County personnel via telephone, email, etc. when not physically present. He will bill by the hour for time actually worked in or out of county at a rate of $130 per hour. This hourly rate includes all per diem and travel costs. It is anticipated this agreement will not exceed 200 total hours between the approval date and June 30, 2021.

## Prior Board Action

None.

## Fiscal Impact/Funding Source

The total cost of the contract is not to exceed $30,000 and will be covered by salary savings due to the vacancy.

## Action for the Clerk

Obtain signatures and provide to CAO who will obtain Mr. O'Neill's signature.

**ATTACHMENTS:**

- Noel Resume 2021doc (DOC)
- O'Neill agreement redline (DOCX)

***Resume***

**Noel J. O'Neill, LMFT**
15 Brookside Dr.
Willits, Ca. 95490

(707) 272-2456
nolga2@sbcglobal.net

## EDUCATION and LICENSES

B.A. Degree, Philosophy
Loyola-Marymount: Los Angeles

M.A. Degree, Counseling Psychology
University of Santa Clara

Licensed Marriage Family Therapist
#20615, issued July 1985

Lifetime Community College Credentials in Counseling, Instructor of Psychology, and Student Personnel Services

## Current Affiliations

- **California Behavioral Health Planning Council Member since 2014; Current Chair for 2021-23**
- **Mendocino County Juvenile Justice Commission Member since 2008**
- **Mendocino/Lake Community College Trustee since 10/2019**
- **Manzanita Services Inc. Board Member since 10/2020**

## WORK History

- 2008-2017 Director of Trinity County Behavioral Health Services
- 2006-2007 Director for Mental Health Branch of the Health and Human Services Agency, Mendocino County
- 2004-2006 Program Manager for Youth and Family Services, Mendocino MH
- 2001-2004 Program Manager for Crisis, and Adult Services, Mendocino MH
- 1999-2001 Clinical Services Coordinator for Youth and Family Division
- 1997-99 Senior MH Clinician, Youth and Family Mendocino MH
- 1986-96 M H Clinician II; Youth and Family Mendocino MH
- 1985-86 M H Clinician I; Adult Outpatient Services
- 1984-85 Clinical Services Associate; Crisis Services
- 1982-84 Internship, Mendocino County Mental Health;

- 1994-2009 Instructor and Counselor at Mendocino Community College;

Attachment: Noel Resume 2021doc (6453 : Interim Behavioral Health Director)

**Interim Behavioral Health Director Services Contract with Noel J. O'Neill, LMFT**

This ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and NOEL J. O'NEILL, ("Contractor"), an individual.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with services as its Interim Director of Behavioral Health Services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on March 16, 2021, and shall continue until June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $30,000 as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

    **A. Invoices shall:**
    - **1)** Be prepared on Contractor's letterhead.
    - **2)** Bear Contractor's name as shown on the contract.
    - **3)** Bear the contract number.
    - **4)** Itemize the costs incurred.
    - **5)** Include a summary of the services provided.
    - **6)** Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

    **A.** Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

    **B.** Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

    **C.** Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   **A.** Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   **B.** Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   **C.** Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

**A. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage..

**B. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

**C. Policy Endorsements:** All insurance, shall include an endorsement or an amendment to the policy of insurance:

**1)** Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

**2)** Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

**3)** Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

**4)** Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

**5)** Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

**6)** Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

**D. Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

such deductibles or self-insured retentions.

**E. Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

**10. Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

**11. Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

**12. Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

**13. Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

| | |
|---|---|
| If to County: | COUNTY OF COLUSA<br>COUNTY ADMINISTRATOR<br>547 Market Street, Suite 102<br>Colusa, CA 95932 |
| If to Contractor: | NOEL J. O'NEILL, LMFT<br>15 Brookside Dr.<br>Willits, CA 95490 |

**14. Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

19. **Termination**: This Contract may be terminated for the following reasons:

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

    **B.** By either party without cause upon fifteen (15) days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    **A.** "A" Scope of Work and Fees
    **B.** "B" HIPAA Business Associate Addendum

**COUNTY OF COLUSA**

_____Date:_____
Gary J. Evans, Board Chair

**CONTRACTOR**

_____Date:_____
Noel J. O'Neill, LMFT

**APPROVED AS TO FORM**

_____
Marcos A. Kropf, County Counsel

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

By _____
Melissa Kitts, Deputy

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

**ATTACHMENT A**
**SCOPE OF WORK AND FEES**

**Contractor shall serve in the role of Mental Health Director:**

- Each week the contractor will meet on site with staff and provide oversight to the Colusa County Behavioral Health Agency. Days will be selected to correspond with scheduled meetings and other activities essential to the operation of the Agency. This will typically represent approximately 15-25 hours weekly.
- Evenings and weekends the contractor will be available by cellular phone for emergency situations. Contractor may log minutes spent and include these minutes as specific charges on the regular invoice.
- During business hours when contractor is not on site, there will be occasions when County Behavioral Health work will be conducted outside of Colusa County that may be invoiced. These occasions will include activities like attending the California Behavioral Health Director's Association (CBHDA) monthly meeting in Sacramento on behalf of the County, or other critical subcommittee meetings of CBHDA, particularly Mental Health Services Act Meetings where information is being dispensed that is considered essential to the operation of the agency. There may be meetings of the Mental Health Services Act Joint Powers Association that will be necessary to attend. Occasionally there may be trainings or conferences sponsored by California Institute for Behavioral Health Solutions. Consultations may occur with Managers from the Agency by telephone or by e-mail, or there will be the review and preparation of time sensitive documents that require immediate attention.
- Contractor will arrange with the management leadership team weeks when the contractor will not be available. In such instances, a plan will be in place to designate lines of authority.
- Scope of Services shall include any activities normally conducted or facilitated by the Behavioral Health Agency Director. These will include activities such as meeting with and supervising Agency Management Staff, attending the Behavioral Health Advisory Board Meetings, interfacing with the State Department of Health Care Services, particularly around matters of finances and compliance, developing the Mental Health Services Act Plan in conjunction with community stakeholders and the vision of the "Recovery Model", interfacing with Colusa County Officials as is necessary and required, interfacing with Kings View Corporation or any other contractors of the Agency as is deemed necessary, meeting with the Grand Jury or other auditing agencies and any other activities required to maintain the stability of the organization. All critical decisions will be presented to the Colusa County Administrative Officer for review. All decisions beyond the normal day-to-day services consistent with this Agreement and which involve County policy decisions or require Board authority, will be presented to the Governing Board of the County for their consideration.

**Cost:**

- Contractor shall be paid on an hourly basis for approximately 230 total hours @ $130.00 per hour with an approximate range of $1,950.00 per week to a $3,250.00 per week.



Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

- Consultation fees will not exceed a maximum of $30,000.00 for the period from March 16, 2021 to June 30, 2021. Contractor will only be paid for actual hours worked, whether in, or out of county.
- Per Diem costs will be paid by the contractor and included in the hourly consultation rate.
- Cost for Registration fees: The Behavioral Health Department will pay for all registration fees associated with the County Behavioral Health Director's Association of California and the California Institute for Behavioral Health Solutions events, as these will always be activities directly linked to necessary information gathering occasions directly related to the work the Agency does.

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

**ATTACHMENT B**
**HIPAA BUSINESS ASSOCIATE ADDENDUM**

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

**Definitions**

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Noel J. O'Neill. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

**Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

**Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

**Provisions for County to Inform Business Associate of Privacy Practices and Restrictions**

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

**Permissible Requests by County**

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

**Term and Termination**

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its





Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

**Miscellaneous**

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: O'Neill agreement redline [Revision 1] (6453 : Interim Behavioral Health Director)

**COUNTY OF COLUSA, CA** **7.2**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **County Administrative Office** |
| **FROM:** | **Wendy Tyler** |
| **SUBJECT:** | **Approve Legal Services Agreement with Prentice/Long P.C. for Interim County Counsel Services** |

Approve Legal Services Agreement with **Prentice/Long P.C.** for Interim County Counsel Services.

## Detailed Description/Background of request

With the pending departure of County Counsel Kropf, there is need for an Interim County Counsel to provide legal guidance to the Board and County Department Heads. The Prentice/Long firm has a long history of providing County Counsel services for small, rural public agencies, including many counties. The firm proposes David Prentice to serve as the Interim County Counsel. Mr. Prentice is familiar with our organization, and can step into this temporary role with ease.

Under the terms of the agreement, Mr. Prentice will be in county 3 days per week, the first and third weeks of the month, and work remotely from his Fresno office the remainder of the month. He will be accessible on a full-time basis just as all other County Department Heads are.

## Prior Board Action

None.

## Fiscal Impact/Funding Source

It is anticipated the fiscal impact will be $60,000. This cost will be covered with salary savings due to the vacancy, as well as other budgetary savings within the department.

## Action for the Clerk

Obtain county signatures and send to Mr. Prentice for signature at:

*prentice*/LONG P.C.
Attn: David A. Prentice
114 E. Shaw Ave. Suite 102

Fresno, CA 93711

**ATTACHMENTS:**

- Colusa County Counsel Agreement ver 1.1 (DOCX)

**LEGAL SERVICES AGREEMENT BETWEEN THE COUNTY OF COLUSA AND *PRENTICE/*LONG P.C. FOR INTERIM COUNTY COUNSEL SERVICES**

THIS AGREEMENT for Interim County Counsel services is entered into by and between the County of Colusa (hereinafter referred to as "County") and *prentice/*LONG P.C. (hereinafter referred to as "Law Firm").

**SECTION 1. SERVICES.**

Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to County the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on April 1, 2021 (Effective date of Agreement) and end upon the successful acquisition by County of a permanent County Counsel.

**1.2 Standard of Performance.** Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

**1.3 Assignment of Personnel.** Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. David A. Prentice is assigned to provide Interim County Counsel services.

**1.4 Time.** Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder. Interim County Counsel will attend Board of Supervisor meetings and will perform office hours in county during each week that the Board of Supervisors meet. In addition, Interim County Counsel will work remotely from the Firm’s law offices and will be available to County Administrative Officer, Department Heads, Board of Supervisor members, and the existing Deputy County Counsel on a full time basis.

**SECTION 2. COMPENSATION.**

Notwithstanding any contrary indications that may be contained in Law Firm's proposal, County agrees to pay Law Firm in accordance with the Compensation Schedule provided in Exhibit B for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm's proposal regarding the amount of compensation, the Agreement shall prevail. County shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from County to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to County in the manner specified herein.

**2.1 Invoices.** Law Firm shall submit invoices not more often than once a month during the term of this Agreement (unless requested otherwise by County), based on the cost for services



Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period
- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

**2.2 Monthly Payment.** County shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. County shall have thirty (30) days from receipt of an invoice to pay Law Firm.

**2.3 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to County.

**2.4 Payment of Taxes.** Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5 Payment upon Termination.** In the event that County or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, County shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**2.6 Authorization to Perform Services.** Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from County.

## SECTION 3. FACILITIES AND EQUIPMENT.

Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. County shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

County shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with County employees and reviewing records and the information in possession of County. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of County. In no event shall County be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

## SECTION 4. INSURANCE REQUIREMENTS.

Coverage shall be at least as broad as:



Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

1. **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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Law Firm 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.
3. **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 Law Firm provides written verification it has no employees)***
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Law Firm's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

If the Law Firm 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 higher limits maintained by the Law Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Other Insurance Provisions**

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

***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 Law Firm 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 Law Firm'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).

***Primary Coverage***

For any claims related to this contract, the **Law Firm'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 Law Firm's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County**.

***Waiver of Subrogation***

Law Firm hereby grants to County a waiver of any right to subrogation which any insurer of said Law Firm may acquire against the County by virtue of the payment of any loss under such insurance. Law Firm 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.





Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

***Self-Insured Retentions***
Self-insured retentions must be declared to and approved by the County. The County may require the Law Firm 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.

***Acceptability of Insurers***
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

***Claims Made Policies***
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Law Firm must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

***Verification of Coverage***
Law Firm shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Law Firm'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.

***Special Risks or Circumstances***
County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Indemnity***
Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs in connection with Contractor's direct negligence in the performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

## SECTION 5. STATUS OF LAW FIRM.

**5.1 Independent Contractor.** At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of County. County shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, County shall otherwise not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other County, state, or federal





Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

policy, rule, regulation, law, or ordinance to the contrary, Law Firm – and any of its employees, agents, and subcontractors providing services under this Agreement – shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of County, and entitlement to any contribution to be paid by County for employer contributions and/or employee contributions for PERS benefits.

**5.2 Law Firm Not Agent.** Except as County may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

## SECTION 6. LEGAL REQUIREMENTS.

**6.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**6.2 Compliance with Applicable Laws.** Law Firm shall comply with all laws applicable to the performance of the work hereunder.

**6.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm shall comply with all applicable rules and regulations to which County is bound by the terms of such fiscal assistance program.

**6.4 Licenses and Permits.** Law Firm represents and warrants to County that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Law Firm represents and warrants to County that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from County.

**6.5 Nondiscrimination and Equal Opportunity.** Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## SECTION 7. TERMINATION AND MODIFICATION.

**7.1 Termination.** County may cancel this Agreement upon thirty (30) days' notice to Law Firm.

Law Firm may cancel this Agreement upon sixty (60) days' written notice to County and shall include in such notice the reasons for cancellation.

Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; County, however, may condition payment of such compensation upon Law Firm delivering to County copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Law Firm.

**7.2 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**7.3 Assignment and Subcontracting.** County and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to County for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the County.

**7.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between County and Law Firm shall survive the termination of this Agreement.

**7.5 Options Upon Breach by Law Firm.** If Law Firm materially breaches any of the terms of this Agreement, County's remedies shall include but not be limited to the following:

**7.5.1** Immediate termination of the Agreement;

**7.5.2** Retention of the plans, reports, documents, and any other work product prepared by Law Firm pursuant to this Agreement; and/or

**7.5.3** Retention of a different law firm to complete any work described in Exhibit A remaining unfinished by Law Firm.

## SECTION 8. KEEPING AND STATUS OF RECORDS.

**8.1 Records Created as Part of Law Firm's Performance.** Law Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement to County upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for County and are not necessarily suitable for any future or other use. County and Law Firm agree that, until final approval by County, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**8.2 Law Firm's Books and Records.** Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to County under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm pursuant to this Agreement.



Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

**8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of County.

## SECTION 9. MISCELLANEOUS PROVISIONS.

**9.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Colusa.

**9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**9.4 No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**9.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**9.6 Conflict of Interest.** Law Firm may serve other clients, but none whose activities within the corporate limits of County or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by County and County chooses to waive such conflict in writing.

Law Firm shall not employ any County official in the work performed pursuant to this Agreement. No officer or employee of County shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of County. If Law Firm were an employee, agent, appointee, or official of County in the previous 12 months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code section 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse County for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**9.8 Solicitation.** Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.



Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

**9.9 Notices.**

Any written notice to Law Firm shall be sent to:

*prentice*/LONG P.C.
Attn: David A. Prentice
114 E. Shaw Ave. Suite 102
Fresno, CA 93711

Any written notice to County shall be sent to:

County of Colusa
Attn: Wendy Tyler
547 Market Street, Room 102
Colusa, CA 95932

**9.10 Integration.** This Agreement, including attachments, represents the entire and integrated agreement between County and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

**9.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**9.12 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

| **COUNTY** | **LAW FIRM** |
|---|---|
| COUNTY OF COLUSA | *prentice*/LONG P.C. |
| By: _____<br>Gary J. Evans, Chair<br>Board of Supervisors, County of Colusa | By_____<br>David A. Prentice, Partner |
| APPROVED AS TO FORM: | ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors |
| By: _____<br>Marcos Kropf, County Counsel | _____<br>Melissa Kitts, Deputy |

Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

# EXHIBIT A

## SCOPE OF WORK

The following services shall be provided under this Agreement:

**COUNTY SERVICES**

Law Firm shall provide the following services to County including, but not necessarily limited to, the following:

- Perform all services normally associated with and performed by a county counsel and shall supervise employees of the county counsel department.

Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

# EXHIBIT B

## COMPENSATION SCHEDULE AND REIMBURSABLE EXPENSES

COMPENSATION SCHEDULE:

Law Firm shall provide County the services described in Exhibit A for the flat rate, regardless of hours devoted, of $18,000 per month during the term of the Agreement.

REIMBURSABLE EXPENSES: (All Costs are only applicable as needed and directed by County.)

| | |
|---|---|
| In-house duplication costs (50 copies or more) | $0.10/page |
| Reproduction/duplication costs performed by an outside service | Actual Cost |
| Vehicle travel (non-standard trips originating from County offices) | Applicable IRS rate per mile x number of miles necessary to conduct county business, out of county. Not applicable to travel necessary to serve office hours |
| Extraordinary postage or overnight delivery charges (e.g., FedEx, OnTrac, UPS) | Actual Cost |
| Fax transmissions (incoming and outgoing) | $.50 per page |
| Court filing fees | Actual Cost |
| Attorney services (includes service of process fees, arbitrators, and mediators) | Actual Cost |
| Messenger services | Actual Cost |
| Westlaw research outside of our prepaid service fee | Prorated so County would pay its proportionate share |
| Data analysis subscription fees associated with CaseLogistix or related software | Prorated so County would pay its proportionate share |
| Extraordinary postage or overnight delivery charges (e.g., FedEx, OnTrac, UPS) | Actual Cost |
| Reasonable travel expenses (mileage/hotel) | IRS rate per mile Government rate |
| Parking and toll fees | Actual Cost |
| Duplication/reproduction fees (for 50 copies or more) | Actual Cost if performed by outside service; $0.10 if performed in-house |
| Reasonable lodging costs excluding meals | Actual Cost |

Attachment: Colusa County Counsel Agreement ver 1.1 [Revision 1] (6462 : Agreement for Interim County Counsel)

**COUNTY OF COLUSA, CA** **8.1**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **County Administrative Office** |
| **FROM:** | **Ann Nordyke** |
| **SUBJECT:** | **Memo declining to authorize issuance of a Tax Revenue Anticipation Note (TRAN) for Maxwell Unified School District** |

Approve a Memo declining to authorize the issuance of a Tax Revenue Anticipation Note (TRAN) for Maxwell Unified School District.

## Detailed Description/Background of request

Maxwell Unified School District is seeking approval of a memo from the County declining to authorize the issuance of a TRAN so that the District may participate in the California School Finance Authority TRAN Program.

Government Code Section 53853 provides that the County Board of Supervisors is to issue TRANs on behalf of school districts that have not been accorded fiscal accountability status. However, an exception applies to TRANs issued in conjunction with other TRANs. Under this exception, if the County Board of Supervisors fails to authorize, by resolution, the issuance of a TRAN in the name of a requesting school district within 45 calendar days following its receipt of the resolution requesting that issuance, or if the County Board of Supervisors notifies the school district that it will not authorize that issuance within that 45-day period, then such TRAN may be issued by the school district in its name. Issuing the memo allow the District to move forward before expiration of the 45 day period.

## Prior Board Action

None

## Fiscal Impact/Funding Source

None.

## Action for the Clerk

Notify District of Board action

## ATTACHMENTS:

- County Notification Letter Calif School Finance Authority (CSFA) 2020-21 TRAN - Colusa County (Maxwell USD) (PDF)

- Colusa County - Maxwell USD Resolution (signed with cert) for County (PDF)
- Memo Declining issuance Tax & Revenue Notes Maxwell USD (DOC)

Attachment: County Notification Letter Calif School Finance Authority (CSFA) 2020-21 TRAN - Colusa County (Maxwell USD) (6440 : Memo

BY E-MAIL

Colusa County Board of Supervisors
Ann Nordyke, Chief Board Clerk, boardclerk@countyofcolusa.org

Daniel A. Charter, County Treasurer/Tax Collector, dcharter@countyofcolusa.org, colusattc@countyofcolusa.org

Michael West, Colusa County Superintendent of Schools, mwest@ccoe.net
Aaron Heinz, Associate Superintendent, Administrative Services, aheinz@ccoe.net

Re: California School Finance Authority (CSFA)
2020-21 State Aid Intercept Notes (School and Community College District Deferrals) Tax and Revenue Anticipation Notes

Ladies and gentlemen:

Pursuant to the provisions of California Government Code Section 53853, we are writing to you on behalf of the county offices of education, school districts and community college districts listed on Schedule I attached hereto (as used hereinafter, the "Districts") that do not have fiscal accountability status.

The Districts have elected to participate in the California School Finance Authority (CSFA) 2020-21 State Aid Intercept Notes (School and Community College District Deferrals) Tax and Revenue Anticipation Note Program (the "Program") sponsored by the CSFA. In order to offset the fiscal impact of COVID-19, the State's 2020-21 Adopted Budget deferred $12.9 billion in aid to school districts, community colleges and offices of education ("LEAs") expected to be paid in 2020-21 to 2021-22. In response to this, California State Treasurer Fiona Ma created a new Statewide working capital financing program to help LEAs manage the financial impacts of the deferrals. CSFA was created in 1985 to aid LEAs by providing access to financing for working capital and capital improvements. The goal of the CSFA State Aid Intercept Notes is to provide LEA's with a streamlined and secure process that minimizes the impact of the deferrals on their operations. The Program is structured to provide participating county offices of education, school districts and community college districts with economies of scale by reducing the staff time and issuance costs incurred in tax and revenue anticipation note ("TRAN") borrowings. One or more TRANs are expected to be issued from time to time by or on behalf of each of the Districts and pooled with some or all of the other participating county boards of education, school districts and community college districts in the Program to secure the issuance of CSFA State Aid Intercept Notes (the "Notes"). The Notes will be issued by CSFA in one or more series (a single series of Notes corresponding to each pool of TRANs if there are more than one), the principal of and

interest on which will be paid from principal and interest payments on the TRANs in the corresponding pool.

California Government Code Section 53853 provides that the County Board of Supervisors is to issue TRANs on behalf of county boards of education, school districts and community college districts that have not been accorded fiscal accountability status. However, an exception applies to TRANs issued in conjunction with other TRANs. Under this exception, if the County Board of Supervisors fails to authorize, by resolution, the issuance of a TRAN in the name of a requesting county board of education, school district or community college district within 45 calendar days following its receipt of the resolution requesting that issuance, or if the County Board of Supervisors notifies the county board of education, school district or community college district that it will not authorize that issuance within that 45-day period, then such TRAN may be issued by the requesting county board of education, school district or community college district in its name.

Due to the timing of the Program, we are respectfully requesting, on behalf of the Districts, that the County Board of Supervisors (i) exercise its option to notify the Districts that it will not authorize the issuance of the TRANs of the Districts within the 45-day period, and (ii) provide notice to that effect to the Districts by signing, scanning and emailing back the enclosed form of notice to CSFA and Norton Rose Fulbright at ann.rohlin@nortonrosefulbright.com; susan.ohara@nortonrosefulbright.com and K14TRAN@treasurer.ca.gov. The County's consideration is greatly appreciated.

Pursuant to California Government Code Section 53853, we are attaching to the email accompanying this letter electronic files containing the resolution adopted by each District's Governing Board approving the borrowing and, as required by California Government Code Section 53853, officially requesting the County Board of Supervisors to adopt a resolution authorizing the issuance of the TRANs on their behalf. However, we would like to emphasize again that we are respectfully requesting, on behalf of the Districts, that the County Board of Supervisors exercise its option to notify the Districts that it will not authorize the issuance of the TRANs of the Districts within the 45-day period so that the Districts may issue the TRANs in their own names under the Program as soon as possible. If desired, we would be happy to provide you with copies or originals of the other Program form documents referenced in the resolutions, including the Indenture and the Note Purchase Agreement. If you require copies or originals of any of the documents, please contact Susan Ohara at the number below.

If the County Board of Supervisors finds it necessary to issue the TRANs on behalf of the Districts, **please contact Ann La Morena Rohlin at the number below and we will send you the resolutions of the Board of Supervisors approving the issuance of the TRANs for each District. A resolution will need to be adopted for each District. It will be critical to schedule the adoption of these resolutions as soon as possible.**



Attachment: County Notification Letter Calif School Finance Authority (CSFA) 2020-21 TRAN - Colusa County (Maxwell USD) (6440 : Memo

Should you have any questions regarding the enclosed materials, please contact the following individuals at Norton Rose Fulbright US LLP:

(1) Ann La Morena Rohlin, Partner (213) 892-9327 ann.rohlin@nortonrosefulbright.com;
(2) Susan Ohara, Paralegal (213) 892-9330 susan.ohara@nortonrosefulbright.com;
(3) Melanie King, Paralegal (628) 231-6788 melanie.king@nortonrosefulbright.com;
(4) MaryAnn Goodkind, Counsel (213) 892-9328 maryann.goodkind@nortonrosefulbright.com;
(5) Mauricio Salazar, Associate (213) 892-9340 mauricio.salazar@nortonrosefulbright.com.

or the following individuals at Montague DeRose and Associates, LLC:

(1) Annette Yee, Managing Director (831) 626-4524 yee@montaguederose.com;
(2) Mike Kremer, Managing Director (805) 728-1958 kremer@montaguederose.com;

cc: Calif School Finance Authority
Katrina Johantgen, Executive Director
K14TRAN@treasurer.ca.gov

On behalf of the Districts, we thank you for your assistance and consideration.

Very truly yours,

California School Finance Authority

cc: Colusa County participating districts

Attachment: County Notification Letter Calif School Finance Authority (CSFA) 2020-21 TRAN - Colusa County (Maxwell USD) (6440 : Memo

**Colusa County**
**Schedule I**

Maxwell Unified School District

Attachment: County Notification Letter Calif School Finance Authority (CSFA) 2020-21 TRAN - Colusa County (Maxwell USD) (6440 : Memo

# DISTRICT AUTHORIZING RESOLUTION

#20-21-06

*ACTION ITEM*
*(PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53635.7)*

## MAXWELL UNIFIED SCHOOL DISTRICT

## COLUSA COUNTY, CALIFORNIA

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING DISTRICT PARTICIPATION IN THE CALIFORNIA SCHOOL FINANCE AUTHORITY STATE AID INTERCEPT NOTES (FISCAL YEAR 2020-21 SCHOOL AND COMMUNITY COLLEGE DISTRICT DEFERRALS) THROUGH THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF FISCAL YEAR 2020-21 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO WAIVE/DECLINE SUCH ISSUANCE BY THE COUNTY OR TO ISSUE AND SELL SAID SERIES OF NOTES**

**WHEREAS**, in order to offset the fiscal impact of COVID-19, the State's fiscal year 2020-21 Adopted Budget deferred approximately $12.9 billion in aid to school districts, community college districts and county offices of education expected to be paid in 2020-21 to 2021-22; and

**WHEREAS**, the Maxwell Unified School District (the "**District**") will require cash flow assistance from the deferral by the State of principal apportionments due to the District in the months of February, 2021 through and including June, 2021 (the "**Deferral Months**") to the months of July, 2021 through November, 2021 (the "**Deferral Amounts**").

**WHEREAS**, Section 53850 through and including Section 53858 of the California Government Code (the "**Act**") (comprising Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Act) authorizes school districts, community college districts and county boards of education (each, an "**Issuer**") to borrow money on a temporary basis through the issuance of short-term notes, including tax and revenue anticipation notes ("**TRANs**"); and

**WHEREAS**, the California School Finance Authority (the "**Authority**"), a public instrumentality of the State of California (the "State") has established a Statewide pooled TRANs program including, but not limited to the State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals) (the "**CSFA Program**") under the powers granted to the Authority pursuant to its enabling legislation, being Section 17170 *et seq.* of the Education Code of the State (the "**CSFA Act**"), for the purpose of providing working capital loans to school districts, community college districts and county offices of education; and

**WHEREAS**, the terms of the CSFA Program are highly favorable to the District and the Board has determined it to be in the best interests of the District to participate in the CSFA Program, along with other Issuers; and



Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

**WHEREAS**, the governing board (the "**Board**") of the District located in the above-referenced County (the "**County**") has determined that, in order to satisfy certain financial obligations and working capital requirements, it is desirable that an aggregate principal amount of not-to-exceed $1,000,000 (the "**Principal Amount**"), should be borrowed by the District for such purposes during the fiscal year ending June 30, 2021 ("**Fiscal Year 2020-21**") by the issuance of 2020-21 Tax and Revenue Anticipation Notes by the District; and

**WHEREAS**, if the Authorized Officer (as defined herein) determines, that it is necessary for the District to effect a temporary borrowing for cash flow purposes in excess of the Deferral Amounts, the Board hereby determines to issue a series of District Notes to be secured by both the Deferral Amounts along with other Unrestricted Revenues (as defined herein) attributable to Fiscal Year 2020-21; and

**WHEREAS**, the Authorized Officer (as defined herein) may determine that the Principal Amount shall be divided into two or more portions, as evidenced by multiple series of District Notes (as defined below) issued simultaneously under one Note Purchase Agreement (as defined herein) and/or subsequently during the Fiscal Year 2020-21 under separate Note Purchase Agreements during Fiscal Year 2020-21, such Principal Amount to be confirmed, along with the interest rate, price and other terms of the sale or sales of the series of District Notes set forth in the applicable Confirmation of Pricing(s) (the "**Confirmation of Pricing**") applicable to such series of District Notes; provided that "Series of District Notes" shall be deemed to refer to the District Note issued hereunder in one series by the County or the District, as applicable, or each individual Series of District Notes if issued in two or more series by the County or the District, as applicable; and

**WHEREAS,** the initial series of District Notes shall be referred to herein as the "**Series A District Notes**" and any subsequent series of which shall be referred to as the "**Additional District Notes,**" and collectively with the Series A District Notes, shall be referred to as the "**District Notes**" or the "**Notes**"), and an Additional District Notes may be issued in one or more series (each a "**Series**") simultaneously with the Series A District Notes and/or subsequently to the issuance of the Series A District Notes;

**WHEREAS,** each Series of District Notes shall be issued in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-21 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund, including Deferral Amounts, and, if so indicated in a Confirmation of Pricing, such other funds of the District specified therein; provided that pursuant to Section 53854 of the Government Code of the State, such Series of District Notes may be made payable during Fiscal Year 2021-22, but in no event later than 15 months after the date of issue, when such note or Series of Notes is payable only from revenue received or accrued during the fiscal year in which issued, it being anticipated that certain Deferral Amounts will be attributable to Fiscal Year 2020-21 but received by the District in Fiscal Year 2021-22; and

**WHEREAS,** for the purposes set forth above, this Board has determined that it is in the best interests of the District to issue District Notes in one or more Series, and that because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, the District hereby requests the Board of



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Supervisors of the County (the "**Board of Supervisors**") to notify the District, within 45 calendar days following its receipt of a certified copy of this Resolution, that the District may issue the District Notes on its own behalf for the purpose of participating in the CSFA Program, as permitted under Section 53853(b) of the Act; and

**WHEREAS**, if the Board of Supervisors declines to so notify the District, the District requests the Board of Supervisors to issue the District's Notes as soon as possible following its receipt of a certified copy of this Resolution so that the District Notes may be financed as a part of the CSFA Program; and

**WHEREAS**, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2020-21, including Deferral Amounts, are, pursuant to Section 53856 of the Act, authorized to be pledged for the payment of the principal of the District Notes and the interest thereon as provided herein; and

**WHEREAS**, no money has been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during Fiscal Year 2020-21 for the general fund indicated in a Confirmation of Pricing, or any other fund of the District named in such Confirmation of Pricing; and

**WHEREAS**, this Board hereby determines that the Principal Amount plus the interest payable thereon does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or which will accrue to the District during Fiscal Year 2020-21 for the general fund (taking into account certain Deferral Amounts), and, if so indicated in a Confirmation of Pricing, other specified funds of the District and which will be available for the payment of the principal of the District Notes and the interest thereon as provided herein; and

**WHEREAS,** the municipal advisor for the CSFA Program, being Montague DeRose and Associates (the "**Municipal Advisor**"), and the Underwriters for the CSFA Program, being RBC Capital Markets LLC and Citigroup Global Markets Inc., as joint senior managers (the "**Underwriters**") have structured the CSFA Program so that the notes of the Authority (the "**Authority Notes**") in one or more series ("**Series of Authority Notes**") will be issued through the Authority and under the terms of an Indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Authority Notes to which a District Note shall be assigned is herein collectively referred to as the "**Indenture**") by and between the Authority and U.S. Bank National Association, as Trustee (the "**Trustee**"), substantially in the form presented to this meeting of the Board; and

**WHEREAS**, each Issuer participating in any particular Series of Authority Notes under the CSFA Program will be required to sell each Series of its District Notes to the Authority pursuant to a note purchase agreement (the District's note purchase agreement, in substantially the



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form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "**Note Purchase Agreement**"), between the District and the Authority, and dated as of the date of the Confirmation of Pricing, applicable to the sale of one or more series of the District's Notes of such Series to be sold simultaneously, a form of which has been submitted to the Board; and

**WHEREAS**, the Authority will form one or more pools of notes (the "**Pooled Authority Notes**") of each participating Issuer pursuant to the advice of the Underwriters and the Municipal Advisor, and assign each respective series of notes to a particular pool (the "**Pool**") and sell a Series of Authority Notes secured by each Pool pursuant to the Indenture, each Series of Pooled Authority Notes distinguished by (i) whether or what type of credit secures such series of Pooled Authority Notes, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriters and the Municipal Advisor, to assign the District Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

**WHEREAS**, at the time of execution of the Confirmation of Pricing applicable to the sale of the District Notes of each Series issued simultaneously, the District will (in such Confirmation of Pricing) request the Authority to issue a Series of Pooled Authority Notes pursuant to an Indenture to which such Series of District Notes identified in such Confirmation of Pricing will be assigned by the Authority in its discretion, acting upon the advice of the Underwriters, which series of Pooled Authority Notes will be payable from payments of all or a portion of principal of and interest on such Series of District Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the Series of District Notes is assigned; and

**WHEREAS**, each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pooled Authority Notes, will be responsible for its share of the fees of the costs of issuing the applicable Series of Pooled Authority Notes; and

**WHEREAS**, each participating Issuer is required to approve the forms of Indenture and Note Purchase Agreement in substantially the forms presented to the Board, with such final terms and details to be determined in the Confirmation of Pricing applicable to the sale of the District Notes of such Series to be sold by the respective Issuer, including the District; and

**WHEREAS**, the Underwriters will submit an offer to the Authority to purchase the Series of Pooled Authority Notes which will be secured by the Indenture to which such Pool will be assigned; and

**WHEREAS**, all or any portions of the net proceeds of each Series of District Notes issued by the District may be invested in one or more Permitted Investments (as defined in the Indenture), including one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Confirmation of Pricing related to such Series of District Notes; and



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**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the CSFA Program;

**NOW, THEREFORE**, this Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. TRANs Issuance.

(A) Initial Series of TRANs. The Board hereby determines to borrow, and hereby requests the Board of Supervisors to authorize the District to borrow on its own behalf, in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-21 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund, including Deferral Amounts, and, if so indicated in the applicable Confirmation of Pricing, any other fund indicated in such Confirmation of Pricing, and not pursuant to any common plan of financing of the District, by the issuance under the Act, of Notes, designated generally as the District's "Tax and Revenue Anticipation Notes, 2020-21 Series A" in one or more Series, on a tax-exempt or taxable basis. The issuance of such Notes shall be in order of priority of payment described in the "**Series A District Notes**" being the initial Series of Notes issued under this Resolution, together with one or more series of Additional District Notes which may be issued simultaneously with, or subsequent to, upon a separate sale date, the issuance of the Series A District Notes, in accordance with the provisions hereof. The Additional District Notes may be tax-exempt or taxable, and payable on a parity or subordinate basis with the Series A District Notes. References herein to a Confirmation of Pricing shall be deemed to refer to the Confirmation of Pricing relating to and describing the particular Series of Notes and the applicable Series of Authority Notes secured by such Series of Notes.

The aggregate principal amount of all Series of Notes issued hereunder shall not exceed the lesser of (1) 85% of the amount of Unrestricted Revenues of the District for the remainder of or attributed to Fiscal Year 2020-21, or (2) the maximum accumulated cash flow deficit of the District, in the case of all Series of Tax-Exempt Notes. Additionally, if the District is a State-Credit Issuer (as defined herein), the principal amount of the Series A District Notes and any Additional District Notes secured solely by Deferral Amounts may not exceed the aggregate of the Deferral Amounts.

The Series of Notes are being issued to provide cash flow relief from the deferral by the State of principal apportionments due to the District in the months of February, 2021 through and including June, 2021 to the months of July, 2021 through and including November, 2021. The Series A District Notes will enjoy the benefit of the intercept procedure (the "**Intercept**") administered by the State Controller (the "**Controller**"), by which all or a portion of each Deferral Amount will be intercepted by the Controller and deposited into the District's Payment Account with the Trustee. Due to the timing of the calculation for the actual Deferral Amount for the month of June, 2021 (the "**Final June Deferral Amount**"), based on the second principal apportionment (P-2) information, proceeds of the Series A District Notes attributable to the estimated June



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Deferral Amount based on the first principal apportionment (P-1) (the "**Estimated June Deferral Amount**") will be deposited in escrow with the Trustee (the "**Escrow Account**") until the June Deferral Amount is provided to the Authority, following which time, (i) if the Final June Deferral Amount is equal to or greater than the Estimated June Deferral Amount, the amount in escrow equal to the Estimated June Deferral Amount, taking into consideration investment earnings thereon, will be released to the District for deposit into its general fund; or (ii) if the Final June Deferral Amount is less than the Estimated June Deferral Amount, an amount equal to the difference between the Final June Deferral Amount and the Estimated June Deferral Amount will be transferred to the Payment Account of the District, taking into consideration investment earnings thereon, and the remainder will be released to the District for deposit into its general fund. The District will be a "**State-Credit Issuer**" if repayment of its Series A District Notes are made solely from the Deferral Amounts and the Intercept by the Controller as described herein.

(B) Terms of Series of Notes. The Notes of each Series shall be issued in the form of one registered note in the principal amount thereof as set forth in the Confirmation of Pricing and all such principal amounts aggregating to the principal amount set forth in the Confirmation of Pricings, in each case, to bear a Series designation, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Confirmation of Pricing applicable to such Series (the "**Maturity Date**"), and to bear interest, payable at maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the Confirmation of Pricing) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Confirmation of Pricing applicable to the Notes of such Series and indicated on the face of such Notes (collectively, the "**Note Rate**").

If Notes of a Series or the Pooled Authority Notes issued in connection therewith are not fully paid at their Maturity Date, the unpaid portion thereof shall be deemed outstanding and shall continue to bear interest thereafter at the Default Rate (as defined in the Indenture) until paid. In such case, the obligation of the District with respect to such Defaulted Note or unpaid Notes of a Series shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution, and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2020-21 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in the section herein entitled "Source of Payment."

Both the principal of and interest on the Notes of each Series shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in San Francisco, California, or as otherwise indicated in the Indenture. The aggregate Principal Amount may, prior to the issuance of any Series, be reduced from the aggregate Principal Amount specified above, at the discretion of the Underwriters upon consultation with the Authorized Officer or, if and to the extent necessary to obtain an approving legal opinion of Norton Rose Fulbright US LLP ("**Bond Counsel**") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon.

In the event the Board of Supervisors of the County authorizes the issuance of the Notes by the District on its own behalf, as provided in Section 53853(b) of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one



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or more Series, pursuant to the terms stated in this Resolution. The Notes shall then be issued in conjunction with one or more series of notes of one or more other Issuers as part of the CSFA Program and within the meaning of Section 53853(b) of the Act.

Section 3. Form of Notes. The Notes of each Series shall be issued in fully registered form without coupons and shall be substantially in the form set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson, Secretary or Clerk of the Governing Board, the Superintendent, Superintendent/President, Chancellor, the Assistant Superintendent of Business, the Assistant Superintendent, Vice President of Business and Administration, Vice Chancellor of Administrative Services, the Business Manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or the equivalent, or, in the absence of said officer, his or her duly appointed designee (each an "**Authorized Officer**"), is hereby authorized and directed to confirm, with the Authority and the California State Treasurer, as the Agent for Sale (the "State Treasurer"), an interest rate or rates on the Notes of each Series to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Authority for the Notes of each Series, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the principal amount of the Note, if only one Series of Notes is issued or (ii) the sum of the principal amounts of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars ($5,000). If such interest rate and price and other terms of the sale of the Notes of a Series set forth in the Confirmation of Pricing are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the Confirmation of Pricing supplement to be delivered by the Authority to the District on a date within five (5) days, or such longer period of time as may be agreed upon by the Authority, of said negotiation of interest rates and purchase price during the period from the date of adoption of this Resolution through June 15, 2021, substantially in the form presented to this meeting as Schedule I to the Note Purchase Agreement, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. A Note Purchase Agreement may reference more than one Series of Notes if such Series of Notes are issued simultaneously. In the event more than one Series of Notes is issued, a separate Confirmation of Pricing shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Confirmation of Pricing, the Note Purchase Agreement, substantially in the form presented to this meeting, which form is hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Confirmation of Pricing. Delivery of a Confirmation of Pricing by telecopy, or electronic transmission of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such



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Authorized Officer may approve said interest rate or rates and price by execution of the Note Purchase Agreement and/or the Confirmation of Pricing.

Section 5. Issuance of Additional District Notes. The District (or the County on behalf of the District, as applicable) may at any time issue pursuant to this Resolution, one or more Additional District Notes, subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional District Notes:

(A) The District shall not have issued any TRANs relating to the Fiscal Year 2020-21 except (i) in connection with the CSFA Program under this Resolution, or (ii) notes secured by a pledge of its Unrestricted Revenues (as defined herein) that are subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; (iii) the District shall be in compliance with all agreements and covenants contained herein; and (iv) no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(B) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "**Supplemental Resolution**"). Additional District Notes issued hereunder shall only be issued for the purpose of participating in the CSFA Program through another Series of Notes.

(C) If the Additional District Notes are secured by the Deferral Amounts, such Additional District Notes shall be limited to the remaining Deferral Amounts.

(D) Whenever the District shall determine to issue, execute and deliver any Additional District Notes pursuant to this Section, the Note principal amount of which, when added to the Note principal amounts of all Series of Notes previously issued by the District, would exceed the not-to-exceed Principal Amount authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the not-to-exceed Principal Amount as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County authorize the District to issue such Additional District Notes on its own behalf as provided herein. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Additional District Notes.

(E) Prior to the issuance of such Additional Series Notes, the District shall file or cause to be filed the following documents with the Trustee: (i) an Opinion of Counsel to the District to the effect that (a) such Additional District Notes constitute the valid and binding obligations of the District, (b) such Additional District Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (c) the applicable Supplemental Resolution, if any, has been duly adopted by the District; (ii) a certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section have been met; (iii) a certified copy of this Resolution and any applicable Supplemental Resolution; (iv) if this Resolution was amended by a Supplemental Resolution to increase the maximum Principal Amount, the resolution of the County Board of Supervisors approving such increase in the not-to-exceed Principal Amount and the issuance of such Additional District Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional District



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Notes; (v) an executed counterpart or duly authenticated copy of the applicable Note Purchase Agreement; (vi) a Confirmation of Pricing relating to the Additional District Notes duly executed by an Authorized Officer (as defined herein); (vii) the Additional District Notes duly executed by the applicable representatives of the District or the County, as provided herein, either in connection with the initial issuance of the Series A District Notes or in connection with any Supplemental Resolution increasing the maximum Principal Amount; and (viii) if the Additional District Notes are to be payable on parity with the District's outstanding Notes, evidence or confirmation that no rating then in effect with respect to any outstanding Notes, series of notes or series of bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Additional District Notes.

Section 6. Program Approval. The District hereby delegates to the Authority the authority to determine the structure and parameters of the CSFA Program, with the Authorized Officer of the District accepting and approving such determinations by execution of the Confirmation of Pricing.

(A) Pooled Structure. The Confirmation of Pricing for a Series of Notes may, but shall not be required to, specify the Series of Pooled Authority Notes to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers). The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Confirmation of Pricing for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Confirmation of Pricing and the Credit Agreement(s) (if any).

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Confirmation of Pricing applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Confirmation of Pricing shall require for approval (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Confirmation of Pricing applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Confirmation of Pricing applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pooled Authority Notes pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pooled Authority Notes. If, at any time prior to the execution of a Confirmation of Pricing, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the



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statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to the Section 11 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof shall be deemed outstanding and shall not be deemed to be paid until the holders of such Series of Notes or the Series of the Pooled Authority Notes issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. Holders of such Series of Pooled Authority Notes will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pooled Authority Notes is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pooled Authority Notes issued in connection with such Series of Notes, at the time of original issuance of such Series of Pooled Authority Notes. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

[THE FOLLOWING PRELIMINARY OFFICIAL STATEMENT SECTION SHALL APPLY TO TRADITIONAL TRANS (NON STATE-CREDIT ISSUERS) and ISSUERS WITH DISTRICT SENIOR EXISTING INDEBTEDNESS, AS APPLICABLE]

(B) Preliminary Official Statement. Each Authorized Officer is authorized to provide the Authority and the Underwriters with a compilation of District information including, but not limited to the information listed in Exhibit C hereto, to be included in the Preliminary Official Statement, and the Underwriters are hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each series of notes associated with the CSFA Program. Each Authorized Officer is hereby authorized and directed to provide the Authority and the Underwriters with such information relating to the District as the Authority and Underwriters shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of notes associated with the CSFA Program, as applicable, shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "**Rule**"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers and the Authority is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to



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the execution of a Confirmation of Pricing, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriters. The Authority is hereby authorized and directed, at or after the time of the sale of the Authority Notes, for and in the name and on behalf of the District, to execute or approve a final Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

(C) Reserved.

(D) Appointment of Professionals. In connection with the CSFA Program, Montague DeRose and Associates, LLC, is hereby appointed and approved as Municipal Advisor, the law firm of Norton Rose Fulbright US LLP is hereby appointed and approved as Bond Counsel, Nixon Peabody LLP is hereby appointed and approved as Disclosure Counsel, and joint senior managers RBC Capital Markets LLC and Citigroup Global Markets Inc., each acting on behalf of itself and other underwriters to be appointed by the State Treasurer at a later date, are hereby appointed and approved as Underwriters for the CSFA Program. U.S. Bank National Association is hereby appointed and approved as Trustee for the CSFA Program. In addition, the District may appoint and approve a law firm to act as special counsel to the District in connection with the CSFA Program.

Section 7. No Joint Obligation. Each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pooled Authority Notes. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the county providing for the issuance of the District Note, if applicable, and such Series of Notes.

Section 8. Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the CSFA Program for Fiscal Year 2020-21, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue district notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Authority



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Notes, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Account (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Indenture for the District, or transferred in the name of the District's General Fund to the Treasurer of the County, or as otherwise provided under the Indenture, and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Account as specified in the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the District Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as herein defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 9. Disposition of Proceeds of Notes. A portion of the proceeds of the District Notes, allocable to the District's share of the Authority's costs of issuance, shall be retained by the Authority and used to pay Costs of Issuance with respect to the Authority Notes, as provided in the Indenture. Subject to Section 2 herein, the remaining proceeds of the District Notes will be deposited in its Proceeds Account and transferred by the Trustee in the name of the District's General Fund to the County Treasurer where the District is located, which shall be invested by the District, as reasonably practicable, with such Treasurer of the County.

The District hereby covenants that, to the extent its District Notes will be allocated by the Authority to a Tax-Exempt Series of Authority Notes, it will comply with the terms of the District Tax Certificate to be executed by the District with respect to the District Notes (the "District Tax Certificate") and any other instructions requested by or otherwise provided by Bond Counsel.

Section 10. Payment Account.

(A) The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes Pledged Revenues from amounts intercepted on behalf of the District as described in Section 11 below or, if applicable, for non-State Credit Issuers, deposited by or on behalf of the District, by the tenth Business Day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Confirmation of Pricing), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date (as set forth in a Certificate from the Municipal Advisor to the Trustee), are equal to the percentages of the principal and interest due with respect to such District Notes for the corresponding Repayment Period set forth in such Confirmation of Pricing; provided, however, if as described in Section 2 herein, the District's Final June Deferral Amount is less than the Estimated June Deferral Amount, the Trustee shall transfer from the District's Escrow Account an amount equal to the difference between the Final June Deferral Amount and the Estimated June Deferral Amount to the Payment Account of the District, and the remainder will be released to the District for deposit into its General Fund, as provided in the Indenture.



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(B) For District Notes issued in calendar year 2021 and allocated by the Authority to a series of Authority Notes, the interest on which is intended to be Tax-Exempt (a "**Tax-Exempt Series of Authority Notes**"), in the event that either (A) the Note Principal Amount of the District Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate) exceed $15,000,000, or (B) the Note Principal Amount of such District Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate), exceed $5,000,000, paragraph (D) below shall apply. In such case, the District shall be deemed a "**Large Issuer**" with respect to such District Notes.

(C) For District Notes issued in calendar year 2021 and allocated by the Authority to a Tax-Exempt Series of Authority Notes, in the event that both (A) the Note Principal Amount of the District Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will not, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate) exceed $15,000,000, and (B) the Note Principal Amount of such District Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will not, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate), exceed $5,000,000, paragraph (D) below shall not apply. In such case, the District shall be deemed a "**Small Issuer**" with respect to such District Notes.

(D) For District Notes allocated by the Authority to a Tax-Exempt Series of Authority Notes, as set forth in greater detail in the District Tax Certificate, the District will certify as to its reasonably expected "maximum anticipated cumulative cash-flow deficit." To the extent, as set forth in the District Tax Certificate, less than 100% of the proceeds of the District Notes are treated as "spent" for purposes of Section 148 of the Internal Revenue Code of 1986 (the "**Code**") and the Treasury Regulations thereunder (the "**Arbitrage Regulations**"), the District shall be subject to the arbitrage rebate requirements (the "**Rebate Requirement**") of Section 148 of the Code. In such event, the District shall promptly notify the Authority in writing using a form of notification appended to the District Tax Certificate, that the District Notes do not qualify for an exception to arbitrage rebate and, therefore, proceeds of the District Note must be taken into account by the Authority's arbitrage rebate consultant in calculating the Authority's rebate liability, if any, with respect to the issue of Authority Notes to which the District Notes are allocable. The District agrees to pay to the Authority the District's share of the Authority's rebate liability, if any, as determined by the Authority's arbitrage rebate consultant.



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(E) The term "**Tax-Exempt**" shall mean, with respect to a Series of Authority Notes, that the interest to be paid on such Series of Authority Notes is intended to be excluded from the gross income of the holders thereof for federal income tax purposes.

Section 11. Source of Payment.

(A) Pledge. The term "**Unrestricted Revenues**" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during such fiscal year for the general fund, including the Deferral Amounts, and, if so indicated in a Confirmation of Pricing, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Confirmation of Pricing) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions set forth herein and this Section, the District hereby pledges the revenues described below to be received by the District in the periods specified in each Confirmation of Pricing as Repayment Periods (each individual period a "**Repayment Period**" and collectively the "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Confirmation of Pricing (the "**Pledged Revenues**"):

(1) As a State-Credit Issuer, the District hereby pledges its Deferral Amounts.

(2) If an Authorized Officer of the District later determines that the District is not a State-Credit Issuer, as indicated in its Confirmation of Pricing, the District hereby pledges the first Unrestricted Revenues to be received by the District.

(B) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (C) below of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Indenture) of each such Repayment Period (or such other day of each Repayment Period designated in the Confirmation of Pricing) the District has not received sufficient Deferral Amounts, or Unrestricted Revenues, as applicable, to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Deferral Amounts or Unrestricted Revenues, respectively, in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, in such order of priority. "Senior Notes" means the District's Series A District Notes and any Additional Series of Senior Notes.



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(C) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions hereof, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of District Notes issued hereunder (each a "**Payment Account**") held by the Trustee under the Indenture, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account the Funds Subject to Intercept (as defined in Section 11(E) below) and may, at the District's option, deposit Unrestricted Revenues during any Repayment Period, a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the applicable Confirmation of Pricing and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Municipal Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Confirmation of Pricing applicable to such Series of Notes to the percentages of the principal of and interest on such Series of Notes at maturity specified in the Confirmation of Pricing applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, in such order of priority.

Subject to the payment priority provisions of Section 20 hereof and this Section, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the holders of the Series of Pooled Authority Notes issued in connection with the Pool of which such Series of District Notes is a part and (ii) (to the extent provided in the Indenture) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 20 hereof and this Section, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Pooled Authority Notes, as set forth in the Indenture).

(E) Intercept Procedures. This Board hereby determines and elects to participate in the funding of debt service payments, amounts pledged, fees and charges, and other costs necessary or incidental in connection with the District Notes and payments on Authority Notes attributed to the District, as permitted under California Education Code section 17199.4. In accordance with the requirements set forth in Section 17199.4 of the Education Code and to effect the pledge contained in this resolution, the District shall and does hereby authorize and instruct the State



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Controller to intercept Pledged Revenues from moneys designated for apportionment to the District for fiscal year 2020-21 ("**Funds Subject to Intercept**"), and to transfer such amounts to the Trustee for deposit into the Payment Account with a designation to the Trustee of the amounts to be credited for the District. Upon such deposit, such funds will not be available to the District. The District shall provide, or cause to be provided on its behalf, a notice to the State Controller accompanied by a schedule setting forth the dates and amounts of intercepts, together with instructions to whom such funds shall be wired, substantially in the form attached hereto as Exhibit B, and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures (the "**Intercept Schedule**"). In circumstances where, despite having received a proper Intercept Schedule on behalf of the District, the Funds Subject to Intercept are inadvertently sent to the District during a Repayment Period, the District is obligated to remit the Funds Subject to Intercept to the Trustee forthwith. If the District receives any Pledged Revenues necessary for repayment of the District Notes during a Repayment Period, it will immediately deposit such amounts with the Trustee for deposit into the Payment Account.

Should the Legislature of the State take action following the date of issuance of the District Notes (a "**Change in State Law**") to advance or further defer the dates upon which the Deferral Amounts are to be paid, or to otherwise alter the Deferral Amounts, the Authority on the District's behalf shall adjust the Intercept Schedule and Notice to the State Controller, so that sufficient funds are available for repayment of the District Notes. If the effect of the Change in State Law is to reduce any Deferral Amounts due to be paid to the District, so that a greater percentage of the apportionments payable in due course to the District during any of the Deferral Months is in fact paid during the Deferral Months (each, a "Restored Apportionment"), the District has authorized the Authority, on the District's behalf, to provide the Controller with a revised Intercept Schedule or schedules that (a) reduce the Funds Subject to Intercept during the months of July through and including November 2021 by an amount equal to the Restored Apportionment and (b) subject all of the Restored Apportionment to the Intercept Notice and Schedule in the Repayment Periods and in the amounts established pursuant to the Change in State Law.

If the effect of the Change in State Law is to delay one or more dates upon which the Deferral Amounts were, as of the date of issuance of the District Notes, expected to be paid to the District, the District has authorized the Authority, on its behalf, to provide the Controller with a revised Intercept Schedule that reduces or increases, as appropriate, the Deferral Amounts as and when scheduled to be received under the terms of the Change in State Law during revised Repayment Periods.

(F) Determination of Repayment Periods. With respect to each Series of District Notes, the length of any individual Repayment Period shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days, and the number of Repayment Periods determined in the related Confirmation of Pricing shall not exceed nine (9), or as otherwise determined in the related Confirmation of Pricing; provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Accounts of all outstanding Series of Notes of a higher priority. Any Authorized Officer is hereby authorized to approve the



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determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of District Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Confirmation of Pricing, by executing and delivering the Confirmation of Pricing, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(G) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes, subject to the payment priority provisions of Section 20 hereof and this Section, in the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

a. first, to pay interest with respect to all Series of Senior Notes pro-rata; and

b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Indenture have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Indenture. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date.

(H) Investment of Moneys in Proceeds Account and Payment Accounts. Moneys in the Proceeds Account attributed to each Series of Notes and the Payment Account attributed to such



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Series of Notes shall be invested by the Trustee pursuant to the Indenture, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Indenture, and as designated in the Confirmation of Pricing applicable to such Series of Notes.

Section 12. Execution of Note. In the event the Board of Supervisors of the County fails or declines to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual, electronic or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent or Chancellor of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed designee thereto, shall be authorized to countersign each such Note by manual, electronic or facsimile signature. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual, electronic or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual, electronic or facsimile signature and to affix the seal of the County to each such Note either manually, electronically or by facsimile impression thereof. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Confirmation of Pricing. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Note Purchase Agreement, as applicable, this Resolution and the Indenture. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 13. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Indenture to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District,



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as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

In the event that the Authorized Officer shall elect to issue the District's Notes within the CSFA Program, such Notes shall be deposited with the Trustee and maintained in trust until their scheduled maturity and payment in full. The District Notes shall not be transferable or assignable by the Trustee while the associated Pooled Authority Notes are outstanding. Notwithstanding the foregoing, in the event that the District Notes should be lost, stolen, destroyed or mutilated prior to their stated maturity, the District shall cause to be issued a new District Note or Notes of the same tenor, term and maturity as the original to replace the same upon such reasonable terms and conditions, including the payment of costs and the posting of a surety bond, as may from time to time be determined and prescribed by the Authorized Officer in consultation with the Authority.

(A) Subject to Section 7 hereof, the County, the District, the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Pooled Authority Notes to which such Series of District Notes is assigned, if such Series of Pooled Authority Notes are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the



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Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 14. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2020-21 pursuant to Article XVI, Section 6 of the Constitution of the State of California and California Education Code 42620; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Accounts of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Accounts.

Section 15. Representations and Covenants.

(A) The District is a school, community college district or county office of education, duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and approve and perform its obligations under the Note Purchase Agreement(s) and the District Note(s), and (ii) authorize the issuance of one or more Series of Notes, or, if applicable authorize the County to issue one or more Series of Notes on its behalf.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to issue and deliver each Series of Notes, or (iii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Note Purchase Agreement(s) and the Indenture(s) and compliance with the provisions hereof and thereof do not and will not conflict with, breach or violate any law,



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administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly and properly adopted a budget for Fiscal Year 2020-21 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly and properly prepare and adopt its revised or final budget for Fiscal Year 2020-21, (ii) provide to the Authority, the Trustee, the Underwriters and the Municipal Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) [FOR TRADITIONAL TRANS NON-STATE CREDIT ISSUERS][The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2014-15 through Fiscal Year 2018-19, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2019-20 and 2020-21, respectively.]

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed, or had filed on its behalf, a petition in bankruptcy.

(H) The District's most recent audited financial statements fairly present the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriters, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Authority, Underwriters, and the Municipal Advisor, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Note Purchase Agreement(s), the District Note or this Resolution, or seeking to prohibit, restrain



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or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Note Purchase Agreement(s), the Indenture or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Authority, the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes or Pooled Authority Notes, as applicable, issued or executed and delivered in connection with any Series of the Notes; provided, however that, if the CSFA Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the not-to-exceed Principal Amount in connection with the issuance of one or more Series of Additional Series of District Notes as provided for herein.

(K) Upon issuance of a Series of Notes, such Series of Notes, and this Resolution will constitute the legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally (as applicable), the application of equitable principles, if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(1) The District acknowledges that pursuant to Senate Bill 820, codified as California Education Code Section 17199.15, notwithstanding any other law, if any bonds or notes that were issued for purposes of borrowing pursuant to paragraph (3) of subdivision (a) of California Education Code Section 17199.1 to fund several financings of working capital for several participating parties under a single resolution remain outstanding, each participating party for which those bonds were issued is ineligible to be a debtor in a case under Chapter 9 of the United States Bankruptcy Code (Chapter 9 (commencing with Section 901) of Title 11 of the United States Code), as that chapter may be amended from time to time, and no governmental officer or organization is or may be empowered to authorize a participating party to be a debtor under that chapter.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the CSFA Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues for fiscal year 2020-21.



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(N) So long as any Series of Pooled Authority Notes executed or issued in connection with a Series of District Notes are Outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of District Notes other than the pledge and lien of the Indenture.

(O) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriters, a qualified certification) applicable to the fiscal year ending June 30, 2020 ("**Fiscal Year 2019-20**") or June 30, 2021 ("**Fiscal Year 2020-21**") (within the meaning of Section 42133 of the California Education Code). The District covenants that it will immediately deliver a written notice to the Authority, the Underwriters, the Municipal Advisor, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-21 prior to the respective Closing Date referenced in each Confirmation of Pricing or the Maturity Date of each Series of Notes.

(P) The District will maintain a positive general fund balance in Fiscal Year 2020-21.

(Q) The District will maintain an investment policy consistent with the policy set forth above.

(R) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriters, the Municipal Advisor and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 16. Tax Covenants.

(A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the federal income tax exclusion from gross income of the interest payable on each Series of Authority Notes that make up the "issue" (as defined in Section 1.150-1(c) of the Treasury Regulations) of Authority Notes that purport to be Tax-Exempt (hereinafter, a "Tax-Exempt Issue"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any District Notes or any other funds of the District that would cause any Tax-Exempt Issue to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code.

(B) In the event the District is deemed a Large Issuer (as defined above) with respect to a Tax-Exempt Series of Authority Notes, this subsection (B) shall apply. The District covenants that it shall determine, pursuant to the District Tax Certificate, whether all of the proceeds of the District Notes are treated as "spent" for purposes of the Arbitrage Regulations, and shall, to the extent advised by the Authority following calculations performed by the Authority's arbitrage



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rebate consultant, segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Bond Counsel referred to herein to assure Authority compliance with the Rebate Requirements.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pooled Authority Notes related thereto), the Authority Note owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants. The District further recognizes that its noncompliance with the covenants contained in this Section could cause interest on an entire Series of Authority Notes only a portion of which is allocable to the District Notes, or on an entire "issue" (as defined in Section 1.150-1(c) of the Treasury Regulations) of Authority Notes only a portion of which is allocable to the District Notes, to become included in the gross income for federal income tax purposes of the owners of such Series of Authority Notes or such "issue" (as so defined) of Authority Notes.

(D) With adequate lead time, the District shall provide to the Municipal Advisor and Bond Counsel the monthly cash-flows for its 2019-20 fiscal year, for its 2020-21 fiscal year (using estimates for months as to which the District's "books" have not yet been closed) and, to the extent possible, and particularly where the District reasonably expects its "maximum anticipated cumulative cash flow deficit" ("MACCFD") to occur after the close of its 2020-21 fiscal year, monthly cash-flows for the 2021-22 fiscal year, the last of which month ends after the expected date of the District's MACCFD. The District shall cooperate with the Municipal Advisor and Bond Counsel in their review of the District's MACCFD, in order to promote efficiency and accuracy given the anticipated number of participants in the CSFA Notes.

(E) The District shall certify, in the District Tax Certificate (or other similar document) the District is requested by CSFA and Bond Counsel to sign prior to the issuance of the CSFA Notes, its MACCFD, which shall be based on the District's reasonably expected cash-flows for the remaining months of the 2020-21 fiscal year and, as applicable, several months of the 2021-22 fiscal year. The District shall represent in the District Tax Certificate that it understands the basic methodology under which the MACCFD is calculated, including the rules governing when proceeds the District derives from the issuance of its District Note are treated as "spent" for federal income tax purposes.

(F) The District shall report to CSFA, not more than 45 days after the District expected to reach its MACCFD, whether in fact, absent proceeds the District derives from the issuance of its District Note, it has reached its MACCFD. Such reporting shall be done through a form that will be an exhibit to the District Tax Certificate. In the event the District has not reached its MACCFD, the District shall cooperate with CSFA, CSFA's arbitrage rebate consultant and Bond Counsel (as needed) in such consultant's calculation of the amount of arbitrage rebate liability, if any, owed by CSFA to the U.S. Department of the Treasury. The District understands that CSFA, based on such calculations, may allocate a portion of CSFA's arbitrage rebate liability to the



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District based on the District's cash-flows. The District agrees to pay or reimburse CSFA for such allocable share of CSFA's arbitrage rebate liability and CSFA's expense associated with the calculation of arbitrage rebate liability.

(G) The covenants contained in this Section shall survive the payment of all Series of the Notes.

Section 17. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "**Event of Default**:"

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Note Purchase Agreement(s) (including the Confirmation(s) of Pricing), or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Note Purchase Agreement(s), or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District; and

(E) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section shall have happened and be continuing, subject to the provisions of Section 20 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Indenture have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Indenture an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and



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(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 18. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Indenture including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 19. Sale of Notes. Each Series of District Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of District Notes, in each case as hereinbefore approved.

Section 20. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 11(G) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.



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Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Confirmation of Pricing, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 21. Continuing Disclosure Undertaking. [THIS CONTINUING DISCLOSURE SECTION SHALL APPLY TO NON STATE-CREDIT ISSUERS, AS APPLICABLE]

(A) The District covenants to report to the Authority and the State Treasurer, as dissemination agent to the Authority (the "**Dissemination Agent**"), the occurrences of the events described in paragraphs (A)(1)j. and (A)(2)h. below, within five business days of such occurrence in order to assist the Authority with its continuing disclosure obligations set forth below with respect to the Authority Notes and the related Series of District Notes. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board. The Authority shall, for the sole benefit of the owners of each Series of Authority Notes and the related Series of District Notes (and, to the extent specified in this Section, the beneficial owners thereof):

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Authority Notes;

b. Unscheduled draws on debt service reserves reflecting financial difficulties;



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c. Unscheduled draws on credit enhancements reflecting financial difficulties;

d. Substitution of credit or liquidity providers, or their failure to perform;

e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

f. Tender offers;

g. Defeasances;

h. Rating changes; or

i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation (as defined herein) of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Authority Notes or other material events affecting the tax status of such Series of Notes and the related Series of Authority Notes;



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b. Modifications to rights of owners and beneficial owners of the Series of Authority Notes which evidence and represent such Series of Notes;

c. Optional, contingent or unscheduled bond calls;

d. Release, substitution or sale of property securing repayment of such Series of Notes;

e. Non-payment related defaults;

f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or

h. Incurrence of a Financial Obligation of the District (as defined herein), or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2)h. of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1)j. of this Section, or determines that the occurrence of an event described in subsection (A)(2)h. of this Section would be material under applicable federal securities laws, the District shall promptly within five business days provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.



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All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Authority Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 17 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Authority Notes of the Series related to such Series of District Notes (including persons holding Authority Notes through nominees, depositories or other intermediaries).

(D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Authority Notes, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "**Listed Event**"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Authority Notes, or the type of business conducted;



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(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Authority Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Authority Notes. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Indenture.

(H) This Section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriters, and owners and beneficial owners from time to time of the Authority Notes, and shall create no rights in any other person or entity.

Section 22. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Note Purchase Agreement and Indenture. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the CSFA Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Authority Notes, and investment of the proceeds thereof, in accordance with, and related



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transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 12 hereof, are hereby designated as "Authorized District Representatives" under the Indenture.

(A) If the name of the District indicated on page 1 hereof is not the correct legal name of the District that adopted this Resolution, then it shall nevertheless be deemed to refer to the District that adopted this Resolution, and the name of the District indicated on page 1 hereof shall be treated as the correct legal name of said District for all purposes in connection with the CSFA Program.

(B) This Board hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures under the California Uniform Electronic Transactions Act and digital signatures under Section 16.5 of the Government Code.

Section 23. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Authority Notes to which such Series of Notes is related and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.

Section 24. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Authority Notes to which such Series of Notes may be related, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 11 hereof, District officers shall not be personally liable for the payment of any Note or any other obligation of the District hereunder and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 25. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 26. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

[Remainder of page intentionally left blank.]



Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

ADOPTED, SIGNED AND APPROVED this 10th day of February, 2021, by the governing board of the Maxwell Unified School District at a regularly scheduled meeting held in Maxwell, California, at a location freely accessible to the public, or held remotely pursuant to Executive Order of the Governor, and in order to adhere as closely as possible to the orders of the health officials on behalf of the County, with remote access available to the public, by the following roll-call vote:

AYES: Bowen, Kemp-Arevedo, Charter, Sutton

NOES: _____

ABSTAIN: Haywood

ABSENT: _____

**MAXWELL UNIFIED SCHOOL DISTRICT**

By: _____
President of the Board

Attest:

By: _____
Clerk of the Board



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EXHIBIT A
FORM OF NOTE

R-1 $_____

MAXWELL UNIFIED SCHOOL DISTRICT

COLUSA COUNTY, CALIFORNIA

2020-2021 TAX AND REVENUE ANTICIPATION NOTE SERIES __

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

| Interest Rate | Maturity Date |
|---|---|
| ___% | _____, 2021 |

| First Repayment Period | Second Repayment Period | Third Repayment Period | Fourth Repayment Period | Fifth Repayment Period |
|---|---|---|---|---|
| [__% of total] [$_____] [principal][interest] | [__% of total] [$_____] [principal][interest] | [__% of total] [$_____] [principal][interest] | [__% of total] [$_____] [principal][interest] | [__% of total] [$_____] [principal][interest] |
| [principal and interest] due at maturity | [principal and interest] due at maturity | [principal and interest] due at maturity | [principal and interest] due at maturity | [principal and interest] due at maturity |

FOR VALUE RECEIVED, the District/County Office of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in San Francisco, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).



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[IF ISSUED BY DISTRICT] [It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, Additional Series of District Notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

[IF ISSUED BY COUNTY] [It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, Additional Series of District Notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during such fiscal year for the general fund, including Deferral Amounts (as defined in the Resolution) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged [Deferral Amounts from Funds Subject to Appropriation, and at its option,] the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues[, on a parity with the lien and charge securing the District Parity Existing Indebtedness]. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the] District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,] the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IF ISSUED BY COUNTY] [IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual, electronic or facsimile signature of a duly authorized officer of the County and countersigned by the manual, electronic or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]

Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

EXHIBIT B
FORM OF INTERCEPT NOTICE

**Notice to the State Controller Pursuant to Education Code Section 17199.4**

_____, 2021

Re: California School Finance Authority State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals), 2021 Series A (the "Notes")

WHEREAS, Maxwell Unified School District, a California school district (the "Participant"), has issued its Tax and Revenue Anticipation Notes, 2021 Series A (the "District Note"), pursuant to a resolution (the "Resolution"), adopted by its governing board on [February 10, 2021].

WHEREAS, the Participant has elected to have amounts due to be paid under its District Notes pledged to the repayment of the Notes, pursuant to the terms of that certain Indenture, dated as of March 1, 2021 (the "Indenture"), by and between the California School Finance Authority (the "Authority") and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Authority has issued the Notes to fund its purchase of the District Notes and the 2020-21 tax and revenue anticipation notes of certain other California school and community college districts and county offices of education;

NOW THEREFORE, NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 17199.4(c)(2) OF THE EDUCATION CODE OF THE STATE OF CALIFORNIA TO THE STATE CONTROLLER OF THE STATE OF CALIFORNIA (the "CONTROLLER"), that:

1. The governing board of the Participant has elected, pursuant to a resolution adopted on [February 10, 2021] and Section 17199.4(c)(1) of the Education Code of the State of California (the "Education Code"), to participate under Section 17199.4 of the Education Code, as described therein, and to direct the Controller to make transfers during the "Repayment Periods" and in the amounts (or such lesser amounts as are available to transfer) in the "Total Intercept" column set forth on Schedule I attached hereto, directly to the Trustee indicated in Section 3 hereto. If the amount available to the Controller to be transferred on any transfer date is less than the amount in the "Total Intercept" column set forth on Schedule I attached hereto, then the amount of such deficiency (each, a "Shortfall") shall be carried forward to the following Repayment Period, during which the amount set forth in the Total Intercept column shall be increased by the amount of the Shortfall and transferred to the Trustee. If in such subsequent Repayment Period, these actions result in an additional Shortfall for the next succeeding Repayment Period, such Shortfall shall be added to subsequent transfers until no Shortfall remains.

2. The Participant hereby authorizes the Authority to provide a revised Schedule I to the Controller in the event of any Change in State Law, as defined in the Memorandum of Understanding (the "MOU"), by and among the Authority, the Controller and the California Department of Education, dated as of March 1, 2021, that causes a change in the timing of receipt



Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

or amount of the Participant's Deferral Amounts (as defined in the MOU) during any Repayment Period.

3. The Participant hereby represents and certifies that all of the payments described in Schedule I hereto, summarized as the Total Intercept, are being made in support of the Participant's working capital loan from the Authority, evidenced by its District Notes, in accordance with Section 17199.4(a) of the Education Code, that the amount stated as the Total Intercept is not in excess of the actual payment obligations due under the District Notes, and that it is not submitting this notice for the purpose of accelerating the Participant's receipt of apportionments under Section 14041 of the Education Code or Section 36 of Title XIII of the California Constitution, as required under Section 17199.4(d) of the Education Code. These representations and certifications extend to the terms of any revised Schedule I provided to the Controller under Section 2 hereof.

4. Transfers pursuant to Section 1 above shall be paid by wire transfer of immediately available funds to:

Bank: U.S. Bank, N.A.
ABA#: 091000022
FBO: U.S. Bank Trust National Association
Account #: 180121167365
Reference: CSFA 2020-2021 TRANS

[Remainder of page intentionally left blank]



Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

District: Maxwell Unified School District

Address: 515 Oak Street
Maxwell, CA 95955

County: Colusa

Executed and entered into on the Date set forth on Page 1 of the District's "NOTICE TO THE STATE CONTROLLER PURSUANT TO EDUCATION CODE SECTION 17199.4" attached hereto and incorporated herein.

Maxwell Unified School District

By_____
Name: Danielle Wilson
Title: Business Manager

[Signature Page to Intercept Notice]

[Notice to the State Controller Pursuant to Education Code Section 17199.4]



Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

## Schedule I

### Intercept Payment Amounts and Repayment Periods

| Repayment Periods | Payment Amounts |
|---|---|

Total

Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

EXHIBIT B

(Continued)

EFT FORM

Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

STATE OF CALIFORNIA
# STATE CONTROLLER'S OFFICE
## ELECTRONIC FUNDS TRANSFER AUTHORIZATION
FAM 34 (Rev. 11/19)

**SECTION A**

| 1. TYPE OF ENROLLMENT ACTION | 2. ENTITY NAME |
|---|---|
| 1. ☐ NEW<br>2. ☐ CHANGE<br>3. ☐ CERTIFICATION<br>4. ☐ CANCEL | |

**SECTION B**

| | | |
|---|---|---|
| 1. TYPE OF ACCOUNT ☐ C (Checking) ☐ S (Savings) | | |
| 2. ROUTING NUMBER | | 3. DEPOSITOR ACCOUNT NUMBER |
| 4. FINANCIAL INSTITUTION NAME | | |
| 5. BRANCH NUMBER OR NAME | Telephone Number | |
| 6. FINANCIAL INSTITUTION ADDRESS — Number and Street | City | State / Zip |

**SECTION C**

1. CHECK APPROPRIATE BOX

☐ Authorize direct deposit of payments due the entity named in Section A into the designated account.

☐ Cancel direct deposit for the entity named in Section A.

2. CERTIFICATION

☐ I certify that the entire amounts authorized to be received by this account **are not** subject to be transferred to a foreign bank account. If this box is not checked, the State Controller's Office will issue all payments by warrant only.

| AUTHORIZED SIGNATURE FOR THE ENTITY NAMED IN SECTION A | PRINT OR TYPE NAME |
|---|---|
| TELEPHONE NUMBER | DATE |

**GENERAL INSTRUCTIONS**

- To enroll for direct deposit of payments by the State Controller's Office, complete Sections A, B, and C of this form.
- To change, certify, or cancel your existing direct deposit information, complete Sections A, B, and C of this form.
- Contact your financial institution for your routing number and depositor account number.
- Your direct deposit will continue to be deposited into your designated account at your financial institution until the State Controller's Office is notified that you wish to redesignate your account and/or your financial institution. To redesignate, complete and submit a new form with the new information. DO NOT CLOSE YOUR OLD ACCOUNT UNTIL YOUR FIRST PAYMENT IS DEPOSITED INTO YOUR NEWLY DESIGNATED ACCOUNT AND/OR FINANCIAL INSTITUTION.
- This authorization remains in full force and effect until the State Controller's Office receives written notification from the entity of its termination, or until the State Controller's Office terminates the agreement.

Return this completed form to:

State Controller's Office
Attn: Local Reimbursements Section
Local Government Programs and Services Division
3301 C Street, Suite 700
Sacramento, CA 95816
TEL (916) 322-8733, FAX (916) 323-6527

Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

EXHIBIT C

DISTRICT INFORMATION TO BE PROVIDED FOR

PRELIMINARY OFFICIAL STATEMENT

*In the event the District is determined to be a Non State-Credit Issuer, or if the District has District Senior Existing Indebtedness, the District may be asked to provide the following information for inclusion with the form of Preliminary Official Statement:

- Name of District
- Location by city or cities and county
- Number and type of schools operated
- Current approximate ADA/FTES
- Chart of Second Period ADA or FTES during the current (estimated) and past four years
- Statement as to Positive, Qualified or Negative Certificate from County Office of Education (K-12s only)
- Names and numbers of members of each bargaining unit and status regarding term of current contract or negotiations
- General Fund balance sheets, with audited numbers for Fiscal Years 2018-19, unaudited (or audited, if available) for 2019-20 and budgeted numbers for Fiscal Year 2020-21
- Other Post-Employment Benefits (OPEB): describe premiums paid for retirees, eligibility for retirement among employee groups, and total number of retirees currently receiving OPEB.
- Chart of outstanding long-term debt as of June 30, 2020 (or most current available)
- Sources of alternate liquidity
- Cash Flows for 2019-20 and projections for 2020-21

Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

# RESOLUTION CERTIFICATE

I, Diana Kemp-Azevedo, Clerk of the Governing Board of Maxwell Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Maxwell Unified School District duly and regularly held at the regular meeting place thereof, or held remotely pursuant to Executive Order of the Governor, and in order to adhere as closely as possible to the orders of the health officials on behalf of the County, with remote access available to the public, on the 10th day of February, 2021, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Kelly Haywood: | ____ | Aye | ____ | No | X | Abstain | ____ | Absent |
| Jason Bowen: | X | Aye | ____ | No | ____ | Abstain | ____ | Absent |
| Diana Kemp-Azevedo: | X | Aye | ____ | No | ____ | Abstain | ____ | Absent |
| Tom Charter: | X | Aye | ____ | No | ____ | Abstain | ____ | Absent |
| ~~[Vacant]~~ Mark Sutton | X | Aye | ____ | No | ____ | Abstain | ____ | Absent |

An agenda of said meeting was posted at least 72 hours before said meeting at 515 Oak Street, Maxwell, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is $1,000,000.

Dated: February 10, 2021

Diana Kemp-Azevedo
Clerk of the Governing Board
of Maxwell Unified School District



Attachment: Colusa County - Maxwell USD Resolution (signed with cert) for County (6440 : Memo declining to authorize issuance of Tax

J. MERCED CORONA, DISTRICT I
VICE-CHAIR
DAURICE K. SMITH, DISTRICT II
KENT S. BOES, DISTRICT III,
GARY J. EVANS, DISTRICT IV,
CHAIR
DENISE J. CARTER, DISTRICT V

COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

March 16, 2021

**To:** Maxwell Unified School District

**From:** Colusa County Board of Supervisors

**Subject:** Declining to authorize the issuance of Tax and Revenue Anticipation Notes; California State Finance Authority (CSFA) State Aid Intercept Notes

---

Pursuant to California Government Code Section 53853(b), this will serve as notice that the Board of Supervisors of the County of Colusa will not authorize issuance of Tax and Revenue Anticipation Notes ("TRANS") on behalf of the above-named District within 45 calendar days following its receipt of the resolution ("District Resolution") of the above named District. Reference is made to said Section 53853(b) authorizing the above named District to issue TRANS on its own behalf pursuant to the previously adopted District Resolution.

By: _____

Title: Gary J. Evans, Chairman

cc: Norton Rose Fulbright US LLP
Montague DeRose and Associates, LLC
Colusa County Office of Education (CCOE)

Attachment: Memo Declining issuance Tax & Revenue Notes Maxwell USD [Revision 1] (6440 : Memo declining to authorize issuance of Tax

**COUNTY OF COLUSA, CA** **8.2**

**Request For County Board of Supervisors Action**

| | |
|---|---|
| **MEETING DATE:** | **March 16, 2021** |
| **DEPARTMENT:** | **Board of Supervisors** |
| **FROM:** | **Ann Nordyke** |
| **SUBJECT:** | **Adopt a Proclamation acknowledging Marcos Kropf for his dedication and years of services to the County** |

Adopt a Proclamation acknowledging Marcos Kropf for his dedication and years of service to the County.

## Detailed Description/Background of request
After 7 years of service to the County Mr. Kropf is leaving us.

## Prior Board Action
None

## Fiscal Impact/Funding Source
None

## Action for the Clerk
Have Proclamatin signed by everyone and process accordingly.

## ATTACHMENTS:

- 03-16-21 Proclamation Marcos Kropf (DOCX)

# PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ACKNOWLEDGING MARCOS KROPF FOR HIS DEDICATION AND YEARS OF SERVICE AS COUNTY COUNSEL FOR COLUSA COUNTY

**WHEREAS,** Marcos Kropf has always had a calling for public service, as evidenced by his entry into public sector employment in 1983, as a temporary parks worker for the City of Danville, maintaining City parks during the summer when not in school, and further supported by his position as a student trainee in the records division of the Sacramento Police Department in 1985 while attending college majoring in criminal justice;

**WHEREAS**, upon receiving his Bachelor of Arts in Criminal Justice from California State University, Sacramento in 1987, Mr. Kropf attended the Orange County Sheriff's Academy and following graduation, was hired by the City of San Marino as a Police Officer.

**WHEREAS**, Mr. Kropf and his wife returned to northern California in the early 1990's, and at that time he decided to attend law school, obtaining his Juris Doctorate from Santa Clara University School of Law in May 1995;

**WHEREAS**; Mr. Kropf passed the notoriously difficult California State Bar exam in December of 1995 on his first attempt.

**WHEREAS**, following years of working as a lawyer in private sector (where his work focused on defending public agencies in civil rights and employment matters) and city government, Mr. Kropf decided to expand his horizons and venture into the world of county government, serving as Assistant County Counsel in Nevada County before coming to the County of Colusa in August 2013 to serve as County Counsel. A position he has held with professionalism and dedication ever since;

**WHEREAS,** Mr. Kropf has never shied away from difficult conversations or advising the consequences of decisions;

**WHEREAS**, Mr. Kropf has guided the Board and County Department Heads through many complicated, vexing, crucial decisions, as well as helped to develop many streamlined processes and procedures;

**WHEREAS**, we will sorely miss Mr. Kropf's impassioned comments on the subjects of college football and Wisconsin Avenue.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Colusa County Board of Supervisors extends their sincere appreciation to Marcos Kropf for his service as County Counsel for Colusa County, and wish him well in his future endeavors.

PASSED AND ADOPTED this 16th day of March, 2021.

| | |
|---|---|
| _____ | _____ |
| Gary J. Evans, Chair<br>District IV | J. Merced Corona, District I |
| _____ | _____ |
| Daurice K. Smith, District II | Kent S. Boes, District III |

_____

Denise J. Carter, District V

Attachment: 03-16-21 Proclamation Marcos Kropf (6463 : Adopt a Proclamation Honoring Marcos Kropf)

**COUNTY OF COLUSA, CA** **11.1**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **County Counsel**

**FROM:** **Ann Nordyke**

**SUBJECT:** **Closed Session - CAO Evaluation**

EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Administrative Officer.

## Detailed Description/Background of request
N/A

## Prior Board Action
N/A

## Fiscal Impact/Funding Source
N/A

## Action for the Clerk
N/A

**COUNTY OF COLUSA, CA** **12.1**

**Request For County Board of Supervisors Action**

**MEETING DATE:** **March 16, 2021**

**DEPARTMENT:** **Public Works/Road Department**

**FROM:** **Michael Azevedo**

**SUBJECT:** **Public Hearing for The Lights Fest**

Public Hearing to consider the issuance of an assembly license for Viive Events LLC, for a lantern festival to be held in the Spring of 2021 located at the East Park Reservoir subject to any conditions imposed by the Board.

## Detailed Description/Background of request

Viive Events, LLC, has submitted a request for an outdoor assembly and event known as "The Lights Fest", a family oriented lantern festival proposed to be held in the Spring of 2021 (April), at the East Park Reservoir.

Under Colusa County Code section 26-3 the Board is required to consider applications for outdoor assembly licenses following a public hearing. As with previous events of this nature, and to the extent the Board issues a license, staff requests that any such license be issued subject to conditions as determined by various County departments, such as the Sheriff's office, Environmental Health, Public Works, and others, as has been past practice.

The Public Health Officer reviewed the event proposal on 2/22/202. Based on the current Tier system, Public Health does not endorse the request.

Draft conditions to mitigate concerns regarding event are included for review.

## Prior Board Action

An Assembly Licenses for this event was approved 9/24/2019 to be held April 2020 at this venue.

## Fiscal Impact/Funding Source

A venue fee to the East Park Enterprise fund, estimated at $30,000.

## Action for the Clerk

Issue Assembly license once conditions have been satisfied

**ATTACHMENTS:**

- The Lights 2021 Draft Conditions (DOC)

- The-Lights-Fest-General-Info-packet (5) (PDF)
- Public Hearing Notice (PDF)
- Affidavit of Publication (PDF)
- Ltr frm CA Fire Marshal 12-005 (PDF)
- Ltr frm Department of Forestry and Fire dtd 3-5-2021 (PDF)

COLUSA COUNTY

DEPARTMENT OF PUBLIC WORKS
1215 MARKET STREET
COLUSA, CALIFORNIA 95932
Michael J Azevedo, Director
Phone (530) 458-0466 Fax (530) 458-2035

**Memorandum To:** Colusa County Board of Supervisors

**CC:**

**From:** Mike Azevedo, Director Public Works

**Date:** 3/16/2021

**Subject:** Conditional Outdoor Assembly License, The Lights Fest

The following conditions are suggested in an effort to mitigate concerns associated with The Lights Fest, a family oriented lantern festival (sponsored by Viive Events, LLC). Event producers have proposed to host two events during Spring 2020 at East Park Reservoir.

1. Event producers shall adhere to the requirements set in Colusa County Code (CCC), Chapter 13 "Noise Regulation". Attention is directed to Section 13-6(a) "Noise Limits" and Section 13-13 "Amplified Sound Registration Application". The Event Producers must provide the Sheriff's Office with the required (complete) Amplified Sound System Registration documentation three (3) weeks prior to the proposed event.

2. Attention is directed to California State Fire Marshal Information Bulletin 12-005; citations noted therein, specifically California Code of Regulations, Title 19 ,Section 3.14, California Health and Safety Code, Sections 13001, 13009, and California Public Resources Code, Sections 4421 and 4435.

3. Event Producers shall provide up to 10 all-access credentials (per event), both admission and parking, for key personnel (management staff, County inspectors and Administrative staff)

4. A Community Event Coordinator permit application along with the required fee shall be submitted to the Colusa County Environmental Health Division for review and approval at least two weeks prior to the planned event. The following information shall be included with the Community Event Coordinator permit:

   (a) A list of all food vendors.

   (b) A site map showing the following:
   - (i) location of the food vendors;
   - (ii) restrooms;
   - (iii) garbage containers;
   - (iv) potable water supply;



Attachment: The Lights 2021 Draft Conditions (6405 : Public Hearing for The Lights Fest)

(v) waste water disposal facilities; and
(vi) any shared ware washing and/or handwashing facilities

5. The event Producers shall ensure all food vendors acquire an individual "Temporary Food Vendor Permit" pursuant to Chapter 21-12(d) of the Colusa County Code. In order to obtain the "Temporary Food Vendor Permit", a complete permit application along with the required fee shall be submitted to the Colusa County Environmental Health Division for review and approval at least two weeks prior to the planned event. No food vendor shall provide food service until their "Temporary Food Vendor Permit" has been issued and has passed the site inspection by the Environmental Health Division. All "Temporary Food Vendor Permit" will be subject to current, reasonable social distancing protocols.

6. The Event Producers shall submit to the Colusa County Environmental Health Division a Spill Prevention Control and Countermeasure (SPCC) Plan for all motorized event equipment for review and approval at least two weeks prior to the planned event. Once approved, the Event producers shall provide to the Clerk of the Board, the approved Spill Prevention Control and Countermeasure (SPCC) Plan for all motorized event equipment.

7. At least three (3) weeks prior to the planned event, the Event Producers shall contact the Colusa County Building Division to determine whether any of the proposed temporary structures would require a building permit. In the event that a building permit(s) is required, said building permit shall be obtained prior to the installation of the structure requiring a building permit.

8. The event producers shall arrange a preliminary inspection with Environmental Health and Building staff prior commencement of the event, to confirm that all environmental health and building conditions have been satisfied. During the preliminary inspection, any regulation deficiency shall be corrected prior to the event to the satisfaction of the Community Development Director.

9. Event producers shall ensure all festival vendors obtain Temporary Colusa County Business Licenses.

10. To the greatest extent practical, event producers shall coordinate traffic calming strategies in and around the Town of Maxwell for the duration of the event, including set-up and tear down activities.

11. A cash bond of $10,000.00 (per event) will be delivered to the County 30 days prior to the event. Cash bond must be in the form of a Cashier's Check. It will be deposited to a holding account to cover:
    a) any money which may be payable to County under the Assembly License;
    b) any damage to the venue ;
    c) removal by County of such of Event Producers personal property as may be left on the premises in violation of terms of the Assembly License
    d) cost to County of restoring areas occupied and left by Event Producer in unsatisfactory condition.

Attachment: The Lights 2021 Draft Conditions (6405 : Public Hearing for The Lights Fest)

Said cash bond will be returned within 120 days following the event provided all aspects of the Conditional Assembly License are met.

12. Event Producers agree to payment of venue use fee of $30,000.00 (per event) for the exclusive use of the eastern portion of East Park Reservoir.

    A pre-event deposit in the amount of $15,000.00 (per event) shall be made to the County prior to March 1, 2020. The balance of the venue use fee shall be made no later than June 26, 2020.

13. Event Producers agree to compensate the Colusa County Sheriff's Department for providing additional law enforcement coverage necessary to support the event. A pre-event deposit of $3,000.00 shall be required and due to the Sheriff Department, no later than March 15, 2020. Actual costs in excess of the pre-event deposit will be due and payable no later than June 30, 2020

14. Event Producers agree to reimburse Colusa County Public Works for anticipated additional traffic control measures to support the event. A pre-event deposit of $3,000.00 shall be required and due to the Public Works Department, no later than March 15, 2020. Actual costs in excess of the pre-event deposit will be due and payable no later than June 30, 2020

15. Viive Events, LLC, shall provide insurance coverage which meets the liability limits as requirement by the Colusa County Risk Management Division.

16. All other provisions of the proposal are incorporated as licensing conditions.

Attachment: The Lights 2021 Draft Conditions (6405 : Public Hearing for The Lights Fest)

Information Packet

# The Lights Fest

Prepared by Viive Events

Participants Per Day - 4,000

Date- April 2,3rd 2021

Venue - East Park Reservoir

Address- 4415 Sites Lodoga Road, Stonyford Ca 95979

Maki@viiveproductions.com| thelightsfest.com

## THE LIGHTS FEST

This family oriented event is the fastest growing festival of its kind in the nation. There are many things that sets our event apart, but the biggest one is the feeling and emotion that comes when seeing the magical sight of the lanterns float into a starlit sky. These moments shared with friends and family are not soon forgotten and last a lifetime. We are proud of the fact that we have a very high percentage of customers who return to experience the event multiple times when we return to their area. Music festivals and races are easy to find, but The Lights Fest has proven to be the most uplifting and magical night families can experience together.

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# Our Company

## What are Special Event Lanterns?

## Our Mission Statement and FAQ's

# OUR UNIQUE SPECIAL EVENTS LANTERNS

*Safety is our number one concern*

As a company, we take great pride in ensuring the safety of our participants. We use non-standard, customized lanterns that stay in the air for a short period of time. In Comparison, Traditional Lanterns often climb to an altitude in excess of one mile, and travel multiple miles away from their original launching point. At The Lights Fest, we have engineered our lanterns to produce a limited flight time **(on average, reaching a height of 250-300 yards and traveling a distance of 300-500 yards from their original launching point)**. Because our lanterns are customized, we are able to ensure that they will land within the designated property, for easy retrieval. They are made from non-flammable and biodegradable materials, aiding in the protection of our participants and the environment. (Upon request, we are willing to provide demonstrations before the event date) Any child under the age of 16 cannot light the lantern without supervision from a parent or guardian. We will never produce or take part in any event without the help of the local fire marshal and fire department. Wind Factors: The Lights Festival will not authorize the launch of lanterns if wind speeds exceed 15 miles-per-hour. If wind speeds don't reduce, The Lights Festival will cancel the Launch and reschedule it for a different date and time. Sustainability: All lanterns are biodegradable (asbestos-free) and Eco-friendly. The Lights Festival uses no metal wiring, nor any materials that could bring harm to the environment.

Special Event Lantern Indoor Test report Video Click Here

Special Event Lantern Outdoor test Video Click Here



Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# MISSION STATEMENT

## Providing a safe family event

Our mission at Viive Events has always been to produce an evening event where friends and families can build life long memories together. We have engineered our lanterns using state of the art safety protocols. Our lanterns are unique and are not available to purchase by the general public. These lanterns have a low burn time, and the improved burn pad lands with zero to little heat. If the burn pad has a flame the lantern is in the air. We take great pride in the time and resources dedicated to the design and manufacturing of our lanterns. However, we know that without an extremely thorough fire protocol and execution we would never feel agree to producing an event. Our Safety and Fire plan is what allows us to produce The Lights Fest at locations where others are unable to do so safely. Our events are located on both public and private properties outside city limits to ensure safety and avoid possible damage. All venues and property owners are familiar with the event and have agreed to host The Lights Festival. No lantern will ever interfere with airports, power lines, city buildings, or neighborhood houses. All lanterns will be cleaned off the property within 24 hours of launch. Clean Up: The Lights Fest is an evening festival that typically happens on a Saturday night. Depending on the number of people, we could produce a festival on a back to back Friday and Saturday night to ensure safety. All lanterns will be cleaned up within 24 hours of them being launched. If the event is a Saturday evening, The Lights Festival crew will have all lanterns retrieved, and the venue and surrounding properties will be cleaned up by Sunday afternoon. Our goal is to maintain long term relationships with our venue and property partners so that we can return year after year to put on our festivals for the local communities.

**Clean Up**

The Lights Fest is an evening festival that typically happens on a Saturday night. Depending on the number of people, we could produce a festival on a back to back Friday and Saturday night to ensure safety. All lanterns will be cleaned up within 24 to 48 hours of them being launched. If the event is a Saturday evening, The Lights Festival crew will have all lanterns retrieved, and the venue and surrounding properties will be cleaned up by Sunday afternoon. Our goal is to maintain long term relationships with our venue and property partners so that we can return year after year to put on our festivals for the local communities.

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# FREQUENTLY ASKED QUESTIONS

**WHAT IS THE LIGHTS FEST?**

The Lights Fest is an experience where thousands of friends and families gather to listen to live music, fill up on food trucks and light up life by sharing personal wishes, dreams and goals. At the perfect moment, everyone ignites their personalized sky lanterns with Tiki torches and lets them take flight. It creates a surreal ambiance, where time slows down and your single flame rises and joins with thousands of others to Light the Sky.

**IS THIS SAFE?**

Yes! Even though we utilize extremely safe, custom lanterns, we hire outside fire professionals who specialize in wildfire control throughout the US. These certified personnel help us better understand each individual region, and provide us with customized fire action plans and the onsite resources to combat any situation.

**HOW DOES THIS EVENT AFFECT THE ENVIRONMENT?**

The Lights Fest is dedicated to leaving a positive impact on everyone who attends our event. We are also dedicated to leaving a positive impact on the environment. We have a dedicated cleanup crew, waiting in the landing zone, whose focus is collecting lanterns after the event. All events are strategically located outside of populated areas where there is open space. We've engineered our lanterns for low flight and landing-site predictability. After the event, we have a large cleaning crew, picking up the lanterns. Our lanterns are 100% biodegradable, so in the rare chance that we miss one, they are designed to quickly disintegrate. Our "Leave No Trace Policy" allows us to make sure that our venues look the same after we leave as they did before we arrived.

**WHEN AND WHERE CAN I LAUNCH MY SKY LANTERN?**

Due to safety concerns, Lanterns are only permitted to be launched at the authorized time and place. Lanterns are not to be purchased for use outside of the venue. Participants who fail to abide by these rules may be subject to prosecution by local fire authorities and law enforcement.

**CAN I EXCHANGE MY TICKET FOR A DIFFERENT DATE OR LOCATION?**

Unfortunately, our ticket platform does not allow for tickets to be transferred to a new date or location.

**REFUNDS AND TRANSFERS**

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

Though we don't allow refunds, we've made it simple to transfer your purchased ticket into a new name. The new ticket holder will just need to bring their transferred ticket to "Check In", and fill out a new waiver before being admitted into the event.

**WHAT IF THE EVENT IS CANCELLED?**

In the unlikely occurrence that we cancel an event, our policy is to return to the city within three months of the original date. You will be contacted via email with updates and a new itinerary.

**ALCOHOL**

Alcohol is not permitted at the event. Venues and their owners may request to serve alcohol. Viive Events, LLC does not provide licensing and permits to serve alcohol on our behalf. Property owners will be required to have all documents and permits before any alcohol can be sold.

**WHAT TO BRING?**

Make your experience comfortable by bringing collapsible chairs, blankets, etc. If you want to travel light, feel free to purchase these items at our on-site merchandise tent.

**WHAT'S IN MY SWAG BAG?**

Each adult ticket purchase comes with a Sky Lantern, and a burlap sack containing a marker, key-chain, and flashlight.

**VIP vs EARLY BIRD REGISTRATION**

The difference between the "VIP" ticket and the "Early Bird" ticket is the price. Those who have managed to save their spot on their city's event page will get VIP access to registration. After VIP tickets are sold out, early bird registration will begin, followed by other pricing tiers.

**ANIMAL ATTENDEES**

We love your pets! ... but they're not allowed at the event. We do make exceptions for service animals with their current NSAR paperwork. Keep in Mind that loud music and the possibility of fireworks may provide an uncomfortable atmosphere for your service animal.

**WHY IS THE EVENT NOT LOCATED IN THE ACTUAL CITY LISTED?**

Due to safety regulations, The Lights Fest is unable to hold events within city limits. To ensure we produce a safe and magical evening, Fire Marshals require our events to be held at venues with sufficient acreage and away from homes and businesses.

**IS THE LIGHTS FEST A CHARITY?**

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

The Lights Fest is an event produced by Viive Events. We are a for-profit company with a dedication to making a lasting impact in each community we visit. For this reason, we partner with local charities and causes wherever we go. Visit the Events section of our website to see who we have partnered with. Feel free to send us an email at charities@viiveevents.com to share your suggestions for ways we can help your community!

**HOW CAN I CONTACT THE LIGHTS FEST?**

Send us a message on Facebook - https://www.facebook.com/thelightsfestival/Send us an email at - info@thelightsfest.com

# Event Day Protocol

## Set-up, timeline, and Lantern test run

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# Set-up and Event Time-Line

(Depending on Night fall- Event starts 4 hours before night fall.)

**Event Schedule – (Below is an example. Times will vary depending on location.)**

Friday –

8:45am – Staff arrive on site for set up.

9:00am – Vendors arrive to drop off equipment.

5:00pm – Staff off site for the day.

Saturday –

12:00pm – Staff arrive onsite site.

1:00pm – 2:00pm – Food vendors arrive.

2:00pm – Parking team arrives.

2:30pm – Volunteers arrive.

2:30pm – EMS and Security arrives.

3:00pm – Police arrive for traffic control.

3:30pm – Gates open.

6:30pm – Fire arrives.

7:39pm – Sunset.

8:10pm – Estimated launch time.

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

8:30pm – Labor begins clean-up of lanterns.

9:00pm – Staff begins tear down.

11:00pm – Staff is off site for the day.

Sunday –

9:00am – Staff arrive to finish tear down and clean up.

4:00pm – Venue clean and ready for a final walk through.

**Monday** –

Ideally equipment will be removed by the end of the day.

If you have any questions regarding products or services, please send an email or give me a call

# Event day Lantern Test run

**FIRE**

The Lights Fest has made Safety the cornerstone of its business practice. Fire personnel are essential to making the event as safe as possible. Even with our extra-safe custom lanterns, we believe having fire professionals at each event is crucial. We have a partnership with the tenured professionals at Timberline Fire LLC. They are a well-known team of professionals who specialize in wildfire control throughout the United States. This group of certified personnel help us better understand each individual region, and provide us with customized fire action plans. As part of our contract with Timberline Fire, they will provide detailed information to any county or state throughout the US and Canada to offer a better understanding of our commitment to each venue and community. Each event will be equipped with two fire professionals, Tender Truck, (or type 6 truck) and the Fire Action Plan.

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

**TEST RUN**

Before any participant can light the lantern, we ensure the flight and landing location is marked and the proper fire personnel by running one or more test lanterns. We will have the fire personnel mark the location from the festival area and be ready before the events begin. This process is for precautionary measures and our team of fire personnel will be equipped with all-terrain vehicles, or Razors, as they are commonly known. We equip the fire personnel with fire extinguishers and any other tools needed. We also have dedicated staff from The Lights Fest and our volunteer teams set up and prepared to help in any way possible.

# Clean-up Plan

## Bullet points of our cleaning process

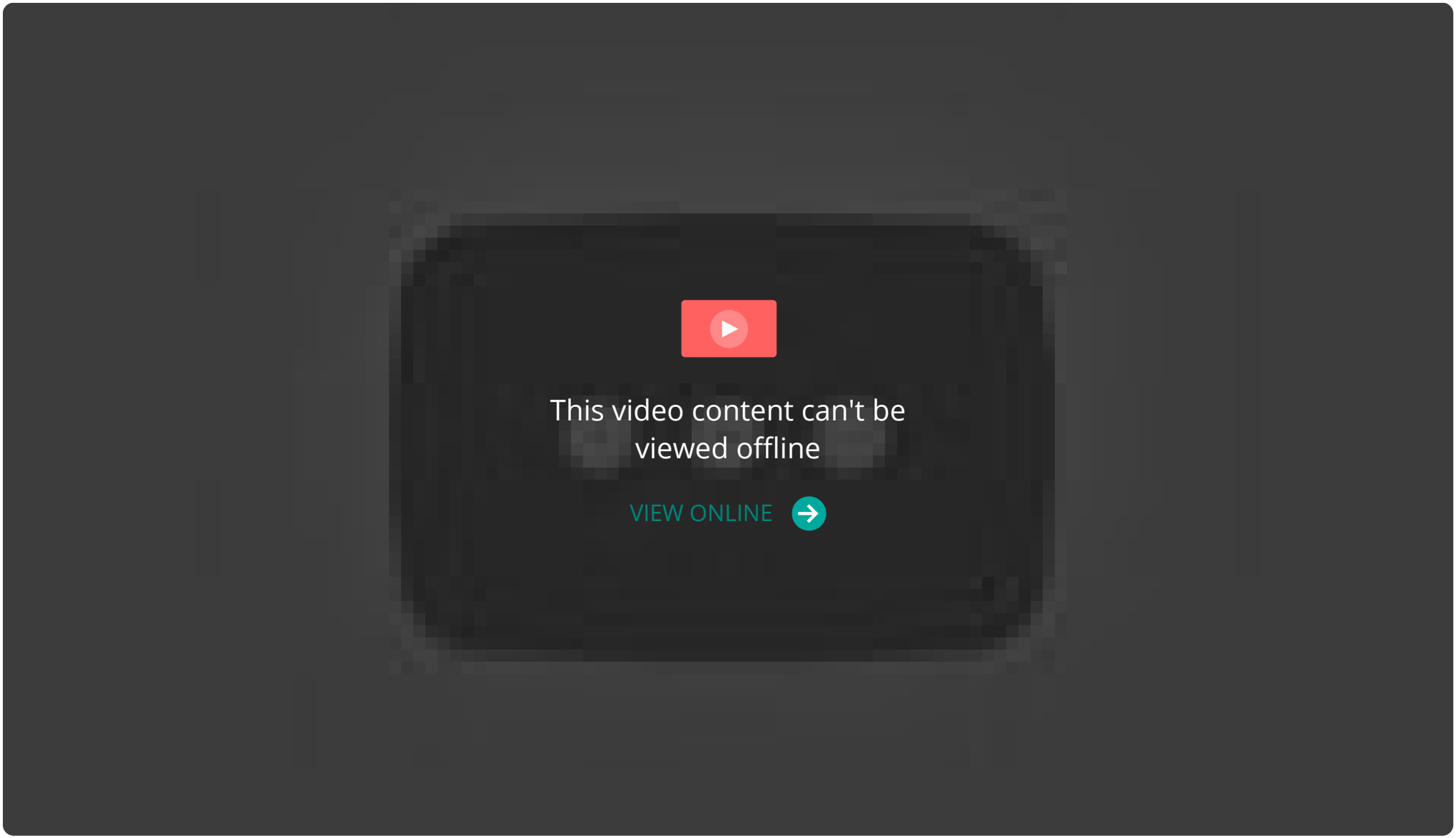
- Cleaning will begin at the end of the Lantern Cermony. Times vary depending on night fall. Cleaning can begin as early as 8:30 to 10:30.
- Staff will begin clean up process after event.
- Focused areas will be landing area of our Special Event Lanterns and Festival area
- Staff returns Sunday. All areas from Lantern landing location and festival area are cleaned to ensure completion.
- Monday will be included for cleaning day. Our over-night Manager will be in charge to have cleaning completed.
- Saturday cleaning times: 8:00 pm to 12:00 pm.
- Sunday cleaning times: 9:00 am to 5:00 pm.
- Monday cleaning times: 9:00 am to 2:00 pm (may vary depending on needs).

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# Clean-up Video

Bio-degradable Lanterns

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)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# County Departments

Essential services and requirements

## Site Plan

(We handle **ALL** services for this event)

- **Check In-** When people first arrive they go through our Check in stand. We have 6-8 tables with Volunteers set up with iPads to check in people on arrival. (Black Flag)
- **The festival area-** Tiki torches set every 20 feet apart from each other. Pending on how many people attend. We'll have 1 Tiki per 10 people.
- **Portia Potties**- 1 per 100 people
- **Trash cans-** 150-200 spaced out through the event and parking area.
- **Food Vendors**-15-20 per event & Vendors 10-15 per event
- **EMT** with station and Ambulance on site.
- **Light tower**- Placed around festival & Parking (If not applicable).
- **Stage**- 20 X 24
- **Dumpsters**- 2x - 40 yards
- **Security**-2-4 security guards that walk the grounds.

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# Parking Plan

- **Time Zones**- Leading up to the event. When people buy their ticket, they will select a time zone. **2** hours before the event starts. Each time zone is 30 min long. This will help with the flow of traffic.
- **Parking** - We will have 20-35 parking staff working all of parking.

# Fire Department

## *Role and Safety*

The Lights Fest has made Safety the cornerstone of its business practice. Fire personnel are essential to making the event as safe as possible. Even with our extra-safe custom lanterns, we believe having fire professionals at each event is crucial. We have a partnership with the tenured professionals at Timberline Fire LLC. They are a well-known team of professionals who specialize in wildfire control throughout the United States. This group of certified personnel help us better understand each individual region, and provide us with customized fire action plans. As part of our contract with Timberline Fire, they will provide detailed information to any county or state throughout the US and Canada to offer a better understanding of our commitment to each venue and community. Each event will be equipped with at least two fire professionals. Depending on the needs and requirements, we can provide such equipment as, Tender Truck, (or type 6 truck) and the Fire Action Plan or Fire Assessment plan.

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# EMERGENCY MANAGEMENT

## *Traffic control plan, site map, and emergency plan*

Keeping the safety of participants is the most important factor in any public event. We follow the same guidelines that many counties and townships require. Here is the list of essential services we hire and account for at each event:

• copy of the medical contract

• copy of the security contract

• copy of the Fire Department's contract

• Contact person of who will be working the event.

• Medical Plan: Indicating the number medical personnel on the application and provide a copy of the contract.

• Indicate the location of the medical station and dedicated emergency medical/fire ingress and egress route(s).

**Maps:** Site map(s) of the event indicating the following:

• Parking plan: parking area(s) and ingress/egress routes

• Property lines

• Adjacent roads

• Food and event booths

• Restrooms • Medical station

• Medical/fire ingress/egress routes

• Existing structures, including any fencing

• Temporary structures (e.g., tents, stage(s), bleachers, etc.) • Location for security command post

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# POLICE

## *Providing Security, and traffic control*

Police play a key role in safety of our participants. From the moment they arrive to the event the Police will help with traffic control on major intersections and provide us with their knowledge of where we need to pay more attention to helping participants arrive safe and on time. Having police at the festival area helps to ensure the standard of keeping the event a family safe event. Items that we can provide:

- Contact, coordinate and schedule officers
- Hire State or Local Police troopers for event (average of two to three depending on venue).
- We will provide copy of the contract/letter of Security Company working this event.
- Ensure approval through the Sheriff's Office

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# PUBLIC HEALTH

## *Restrooms, and Medical assistance*

Our participants' and team members' health and safety are of the utmost importance. By following the guidelines listed below, we are committed to making this event as safe and enjoyable as possible.

- *Medical personnel and ambulance on site*
- *Participant and team member temperature checks required upon entry*
- *Participant and team member facial coverings required*
- *Sufficient number of portable restrooms and ADA compliant portable restrooms on site*
- *Participants encouraged to sit only with their group*
- *Tiki torches/seating area organized in 20' x 20' square to promote social distancing*

# PUBLIC WORKS

## *Department of Transportation*

We partner with Public Works to make sure we have the best Traffic Control Plan. The insight they provide help make our event run smooth from the moment participants arrive to park their vehicle. Public Works help by pointing out any areas that need police or parking assistance. Commonly needed items to provide Public Works Division:

- Provide any “DOT” permit that is required
- Provide traffic control plan and a map showing the setup of traffic control, and where all the signs and cones will be located.
- Show handicap parking

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# RISK MANAGEMENT

## *Certificate of Insurance (COI)*

Insurance is a must for any large public event. As we plan for a safe event we know we must have Insurance. The "COI" will be provided for every event. We will provide 2 million General Aggregate and 1 million Occurrence. We'll provide your department with any, if not more, from the list below:

- We will provide the needed Insurance certificate
- City or Country will be named as additional insured on certificate (located on the lower left hand corner of the insurance certificate)

# ENVIRONMENTAL HEALTH AND FOOD

## *Food Trucks and permits to sell*

The Lights Fest strives for the safest in food vending. We provide the Health and Food department with certifications, and permits for each of our food vendors. They must comply with local laws to sell food at our events. Typically, we hire 10 to 18 food trucks. This depends on total number of expected participants. Requirements typically needed:

- Require list of all participating food trucks and food vendors.
- All Vendors provide county or city permit requirements.
- Providing the list of vendors will be submitted to county or city

**Clean Up**

The Lights Fest is an evening festival that typically happens on a Saturday night. Depending on the number of people, we could produce a festival on a back to back Friday and Saturday night to ensure safety. All lanterns will be cleaned up within 24 to 48 hours of them being launched. If the event is a Saturday evening, The Lights Festival crew will have all lanterns retrieved, and the venue and surrounding properties will be cleaned up by Sunday afternoon. Our goal is to maintain long

Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

term relationships with our venue and property partners so that we can return year after year to put on our festivals for the local communities.

# BUILDING SAFETY

## *Necessary site plan, stage location, parking, generates, etc*

The Lights Festival will provide your department with the necessary site plan, showing location of stage, parking, and booths. Any specs needed about our mobile stage can be provided. If the department needs building permit completed, we can provide that with the additional information above. By having a clear understanding of the map layout, both parties can ensure a smooth and safe event.

- Building Permit
- Site plan, showing location of stage, generators, parking and booths
- Specs and information regarding the stage
- Identify ADA parking on site plan

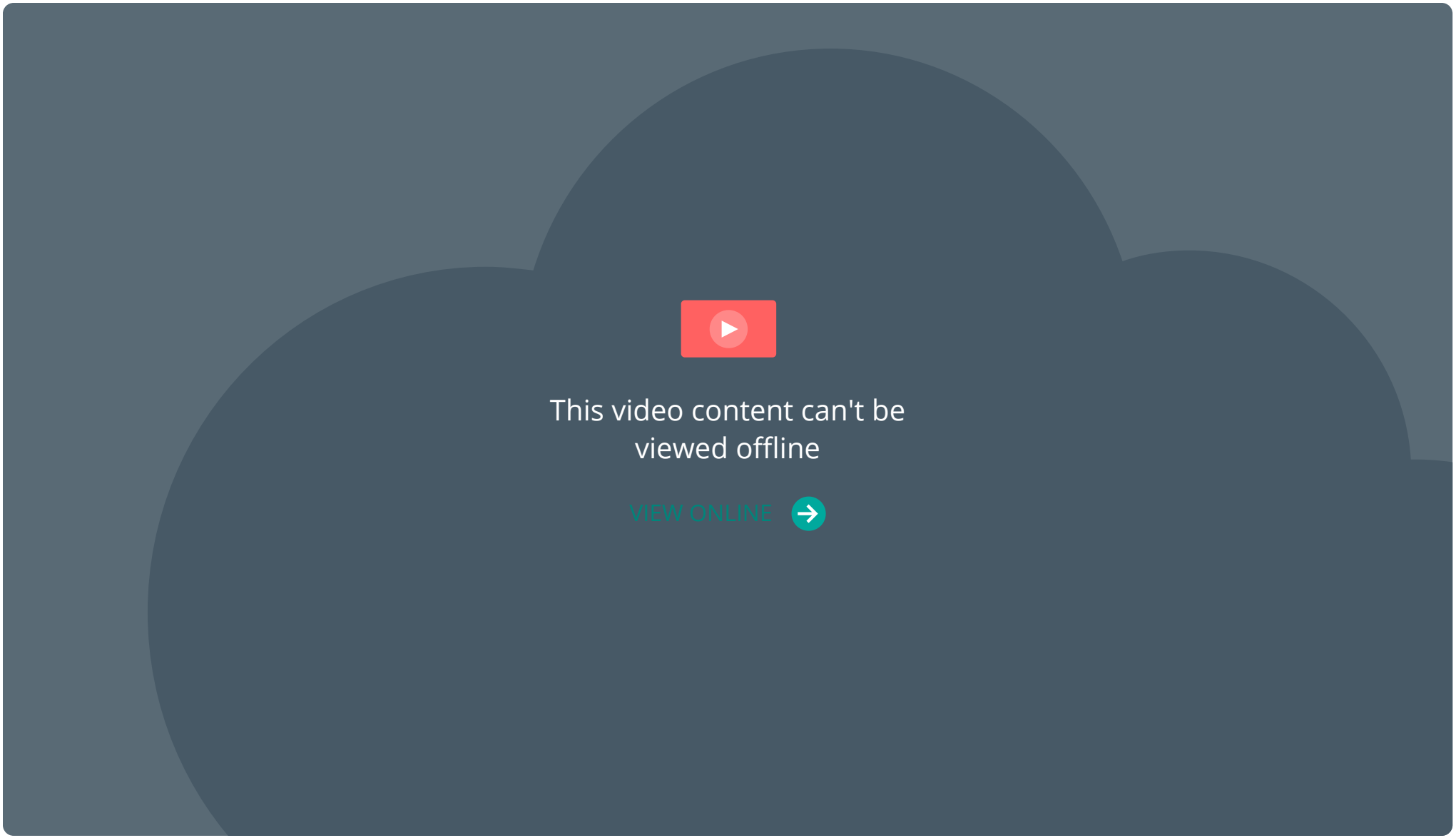
# Important Documents

## Insurance, MSDS, Testing and Videos



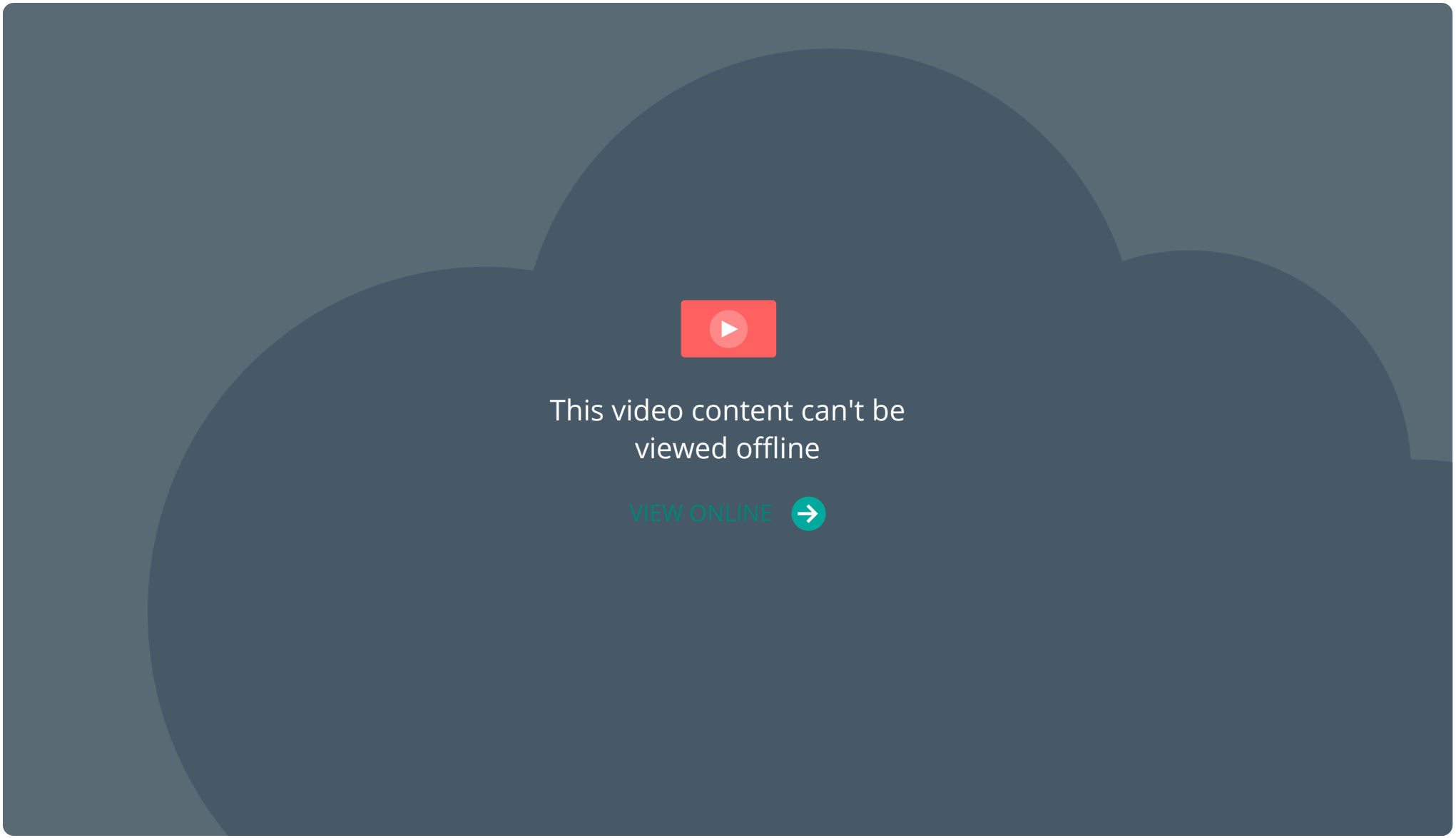
Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# Lantern Test Video




Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

# Special Event Lantern Test Outdoor (Drone)




Attachment: The-Lights-Fest-General-Info-packet (5) (6405 : Public Hearing for The Lights Fest)

THE
LIGHTS

Pioneer Review: Please publish on February 25, 2021.
POSTED: At the Colusa Courthouse on February 19, 2021.

# COLUSA COUNTY BOARD OF SUPERVISORS
# NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Colusa County Board of Supervisors will conduct a Public Hearing on March 16, 2021 at 9:30 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA to consider issuance of an assembly license pursuant to Colusa County Code Chapter 26 to Viive Events, for a family oriented lantern festival proposed to be held in the Spring of 2021, at the East Park Reservoir.

All documentation is available for review in accordance with Agenda scheduling deadlines at the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Suite 102, Colusa, CA (530)458-0508 or by email at boardckerk@countyofcolusa.com. All persons are invited to attend and be heard.

Dated: February 19, 2021.

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

Attachment: Public Hearing Notice (6405 : Public Hearing for The Lights Fest)

Pioneer Review: Please publish on February 25, 2021.
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Dated: February 19, 2021.

By: Patricia R
Patricia Rodriguez, Deputy Clerk

Attachment: Public Hearing Notice (6405 : Public Hearing for The Lights Fest)

LEGAL NOTICE

COLUSA COUNTY
BOARD OF SUPERVISORS

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Dated: February 19, 2021.

/s/ Patricia Rodriguez, Deputy Clerk

02/25/2021 - WPR# 2021-0338

Attachment: Affidavit of Publication (6405 : Public Hearing for The Lights Fest)

# California State Fire Marshal
# Information Bulletin 12-005

Issued June 8, 2012

## SKY LANTERNS

The Office of the State Fire Marshal is releasing this bulletin under the authority of Health and Safety Code (HSC) Sections 13100.1 and 13105 to identify a potential fire safety problem regarding the use of Sky Lanterns that are being sold at various retail establishments in the State of California.

Sky lanterns, airborne paper lanterns that are a tradition found in some cultures, are typically constructed from oiled rice paper on a bamboo frame. The lanterns contain a small candle or fuel cell composed of a waxy flammable material. When lit, the flame heats the air inside the lantern, thus lowering its density causing the lantern to rise into the air. They are known to travel significant distances from the point of release. There is a serious fire and safety hazard associated with sky lanterns, which include the potential to start an unintended fire on or off the property from which they are released. It has been determined by the State Fire Marshal that this product does not fall within the definition of a firework (HSC §12511) or a pyrotechnic device (HSC §12526). However, several pieces of regulation and statute exist that will assist the fire service in regulating the use of this product.

- ***Code of Regulations Title 19, Section 3.14*** *"No person, including but not limited to the State and its political subdivisions, operating any occupancy subject to these regulations shall permit any fire hazard, as defined in this article, to exist on premises under their control, or fail to take immediate action to abate a fire hazard when requested to do so by the enforcing agency." Note: "Fire Hazard" as used in these regulations means any condition, arrangement, or act which will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay, or hinder,. or may become the cause of obstruction, delay or hindrance to the prevention, suppression, or extinguishment of fire.*

- ***Health and Safety Code, Section 13001 - Causing Fire, Misdemeanor*** *Every person is guilty of a misdemeanor who, through careless or negligent action, throws or places any lighted cigarette, cigar, ashes, or other flaming or glowing substance, or any substance or thing which may cause a fire, in any place where it may directly or indirectly start a fire, or who uses or operates a welding torch, tar pot or any other device which may cause a fire who does not clear the inflammable material surrounding the operation or take such other reasonable precautions necessary to insure against the starting and spreading of fire.*



Attachment: Ltr frm CA Fire Marshal 12-005 (6405 : Public Hearing for The Lights Fest)

- ***Health and Safety Code, Section 13009 - Suppression Cost Collectible*** *(a) Any person (1) who negligently, or in violation of the law, sets a fire, allows a fire to be set, or allows a fire kindled or attended by him or her to escape onto any public or private property, (2) other than a mortgagee, who, being in actual possession of a structure, fails or refuses to correct, within the time allotted for correction, despite having the right to do so, a fire hazard prohibited by law, for which a public agency properly has issued a notice of violation respecting the hazard, or (3) including a mortgagee, who, having an obligation under other provisions of law to correct a fire hazard prohibited by law, for which a public agency has properly issued a notice of violation respecting the hazard, fails or refuses to correct the hazard within the time allotted for correction, despite having the right to do so, is liable for the fire suppression costs incurred in fighting the fire and for the cost of providing rescue or emergency medical services, and those costs shall be a charge against that person. The charge shall constitute a debt of that person, and is collectible by the person, or by the federal, state, county, public, or private agency, incurring those costs in the same manner as in the case of an obligation under a contract, expressed or implied.*

- ***Public Resources Code, Section 4421*** *A person shall not set fire or cause fire to be set to any forest, brush, or other flammable material which is on any land that is not his own, or under his legal control, without the permission of the owner, lessee, or agent of the owner or lessee of the land.*

- ***Public Resources Code, Section 4435*** *If any fire originates from the operation or use of any engine, machine, barbecue, incinerator, railroad rolling stock, chimney, or any other device which may kindle a fire, the occurrence of the fire is prima facie evidence of negligence in the maintenance, operation, or use of such engine, machine, barbecue, incinerator, railroad rolling stock, chimney, or other device. If such fire escapes from the place where it originated and it can be determined which person's negligence caused such fire, such person is guilty of a misdemeanor.*

Also, there are several sections located in the 2010 California Fire Code Chapter 3 (not adopted by the SFM) that will assist local fire service.

- 302
- 305.5
- 307.1 & 307.7
- 308.1.2, 308.1.6 & 308.1.7

For more information please visit our website http://osfm.fire.ca.gov

Attachment: Ltr frm CA Fire Marshal 12-005 (6405 : Public Hearing for The Lights Fest)

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Sonoma Lake Napa Unit
1199 Big Tree Rd.
St Helena, Ca 94574
(707) 967-1400
www.fire.ca.gov

March 5, 2021

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

RE: WPR# 2021-0338, Lantern Festival

Mr. Gary Evans, Board Chair:

This letter is in reference to the proposal before the Board for permitting a "lantern festival" in the area of East Park Reservoir in the spring of 2021.

Sky Lanterns are typically constructed from oiled rice paper on a bamboo frame. The lanterns contain a small candle or fuel cell composed of a waxy flammable material. When lit, the flame heats the air inside the lantern, thus lowering the density causing the lantern to rise into the air. They are known to travel significant distances from the point of release. There is a serious fire and safety hazard associated with sky lanterns, which include the potential to start an unintended fire on or off the property from which they are released.

This proposal has been before the Board of Supervisors before and to my knowledge it had previously been denied. The East Park Reservoir area is within the State Responsibility Area and has a very robust fire history. The vegetation in this area historically has been very dry and receptive to burning. This year is no exception. With the limited rain that we have received, even in the spring these lanterns can cause fires. I have included sections from the California Code of Regulations, California Health and Safety Code and the Public Resource code outlining the liabilities of starting fires on lands outside of one's control, to provide the Board the information necessary when considering this permit.

**California Code of Regulations - Title 19 § 3.14. Fire Hazard.**
No person, including but not limited to the State and its political subdivisions, operating any occupancy subject to these regulations shall permit any fire hazard, as defined in this article, to exist on premises under their control, or fail to take immediate action to abate a fire hazard when requested to do so by the enforcing agency.
Note: "Fire Hazard" as used in these regulations means any condition, arrangement, or act which will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay, or hinder,. or may become the cause of obstruction, delay or hindrance to the prevention, suppression, or extinguishment of fire.

**Public Resources Code - PRC § 4421**
A person shall not set fire or cause fire to be set to any forest, brush, or other flammable material which is on any land that is not his own, or under his legal control, without the permission of the owner, lessee, or agent of the owner or lessee of the land.

**Public Resources Code - PRC § 4435**





Attachment: Ltr frm Department of Forestry and Fire dtd 3-5-2021 (6405 : Public Hearing for The Lights Fest)

If any fire originates from the operation or use of any engine, machine, barbecue, incinerator, railroad rolling stock, chimney, or any other device which may kindle a fire, the occurrence of the fire is prima facie evidence of negligence in the maintenance, operation, or use of such engine, machine, barbecue, incinerator, railroad rolling stock, chimney, or other device. If such fire escapes from the place where it originated and it can be determined which person's negligence caused such fire, such person is guilty of a misdemeanor.

**Health and Safety Code – HSC 13001.**
Every person is guilty of a misdemeanor who, through careless or negligent action, throws or places any lighted cigarette, cigar, ashes, or other flaming or glowing substance, or any substance or thing which may cause a fire, in any place where it may directly or indirectly start a fire, or who uses or operates a welding torch, tar pot or any other device which may cause a fire, who does not clear the inflammable material surrounding the operation or take such other reasonable precautions necessary to insure against the starting and spreading of fire.

**Health and Safety Code – HSC 13009.**
(a) Any person (1) who negligently, or in violation of the law, sets a fire, allows a fire to be set, or allows a fire kindled or attended by him or her to escape onto any public or private property, (2) other than a mortgagee, who, being in actual possession of a structure, fails or refuses to correct, within the time allotted for correction, despite having the right to do so, a fire hazard prohibited by law, for which a public agency properly has issued a notice of violation respecting the hazard, or (3) including a mortgagee, who, having an obligation under other provisions of law to correct a fire hazard prohibited by law, for which a public agency has properly issued a notice of violation respecting the hazard, fails or refuses to correct the hazard within the time allotted for correction, despite having the right to do so, is liable for the fire suppression costs incurred in fighting the fire and for the cost of providing rescue or emergency medical services, and those costs shall be a charge against that person. The charge shall constitute a debt of that person, and is collectible by the person, or by the federal, state, county, public, or private agency, incurring those costs in the same manner as in the case of an obligation under a contract, expressed or implied.

Based on the information within, it is highly recommendation that the Board not approve the issuance of the permit to release Sky Lanterns within the State Responsibility Area at any time during the year.

Thank you for your consideration and should you have any further questions, please do not hesitate to contact me.

Sincerely,

Benjamin L. Sitter
Division Chief
East Division/Delta Camp
(707) 389-8570

Cc: Shana Jones, Unit Chief
Joe Baldwin, Battalion Chief

Attachment: Ltr frm Department of Forestry and Fire dtd 3-5-2021 (6405 : Public Hearing for The Lights Fest)